

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   127	
2. CONTRACT NO.		3. SOLICITATION NO. N62473-15-R-0811	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 23 Jun 2015	6. REQUISITION/PURCHASE NO.		
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 Item7) <b>See Item 7</b>		CODE	
TEL:			FAX:		TEL:		FAX:

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

### SOLICITATION

9. Sealed offers in original and 6 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 1220 PACIFIC HWY until 10:00 AM local time 23 Jul 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 BEATRICE M. APPLING	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-532-2786	C. E-MAIL ADDRESS beatrice.appling@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 Item7) 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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	RADIOLOGICAL EMAC FFP Provide labor and materials necessary to perform environmental remediation services for radiological contaminants for a base period of one-year and four one-year option periods. The aggregate total of all contracts awarded shall not exceed \$240 million. FOB: Destination	240,000,000	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	PROPOSED TASK ORDER 0001 FFP Total price for performing requirements of PTO 0001, Parcel C Buildings 253 and 211, Hunters Point Naval Shipyard, San Francisco, CA FOB: Destination	UNDEFINED	Each		

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Section C - Descriptions and Specifications

SECTION C

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## **PART 1.0 GENERAL DESCRIPTION AND PERSONNEL REQUIREMENTS**

**1.1 GENERAL.** The objective of this procurement is to obtain radiological services for performing investigative or remedial actions at environmentally contaminated sites predominately at Navy and Marine Corps installations and at sites of other Government agencies. The sites will consist of those ranked on the Superfund National Priority List (NPL) as well as non-NPL sites regulated under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Underground Storage Tanks (UST), and other sites, which might require investigative or remedial action. Federal and State regulations, federal guidance and consensus documents (Multi-Agency Radiation Survey and Site Investigations Manual (MARSSIM) and Multi-Agency Radiation Survey and Assessment of Materials and Equipment Manual (MARSAME), and state-of-the-art health physics practices will be followed where appropriate. This contract focuses primarily on Environmental Restoration (ER) projects but could involve other environmental work such as compliance projects

The work to be ordered under this contract will be performed at various locations primarily within Naval Facilities Engineering Command, Southwest (NAVFAC SW) area of responsibility, the NAVFAC Atlantic area of responsibility as approved by the Contracting Officer. Work may be located in Arizona, California, Colorado, Nevada, New Mexico, Utah, and other locations nationwide as deemed necessary to meet workload requirements. However, the majority of the work is expected to be performed in California. The exact location of the required effort will be specified in the individual Contract Task Orders. The task order range for this acquisition is between \$500,000 and \$10,000,000.

### **1.2 SCOPE OF WORK**

1.2.1 The services to be acquired will be to perform radiological investigations, surveys, and remediation, along with preparing work documents and reports in support of Navy environmental programs. Such radiological work will generally support environmental investigations with particular focus on possible radioactive contamination; implementing recommendations of Historical Radiological Assessments (HRAs), remedial actions; removal actions; remedial design; expedited and emergency response actions; pilot and treatability studies; remedial action systems operation and maintenance; and other related activities associated with returning sites to safe and acceptable levels of contamination, to achieve appropriate decontamination and decommissioning requirements. Radiological actions may include, but will not be limited to preparation of work documents, performance of surveys, investigations, remediation, implementation of radiological controls, storage and handling of waste materials, performance of on-site radiological survey and sampling analysis, and include all associated reporting requirements. These sites will mainly be on Navy and Marine Corps or other federal installations

1.2.2 Radiological constituents may include the following categories: alpha-, beta-, gamma- or neutron-emitting radioactive materials; byproduct, source and special nuclear materials; naturally occurring radioactive materials (NORM); naturally or accelerator-product radioactive materials (NARM); and technically-enhanced NORM (TENORM). In addition to the radiological contamination, hazardous contamination may be present which will trigger appropriate mixed waste handling procedures. Hazardous contaminants may include, but not be limited to, those identified and regulated under RCRA, CERCLA, Toxic Substances Control Act (TSCA), Solid Waste Disposal Act (SWDA), and petroleum oils and lubricants (POL). A relatively small number of sites may require remediation of ordnance waste or unexploded ordnance. The non-radiologic contaminants included are predominately solvents, POL, metals, acids, bases, reactives, non-explosive ordnance residues or compounds, polychlorinated biphenyls (PCBs), and pesticides. All contaminants may be present in soils, sediments, ground water, air, sludge, surface water, and man-made structures. Contaminated sites may be landfills, hazardous waste treatment storage and disposal facilities, shorelines and underwater areas, ship berthing facilities (including dry docks) and ship support facilities, weapon storage facilities, weapon storage facilities, buildings, former building sites, sewer and storm drains and septic systems and leach fields, open land areas, or other facilities.

### 1.3 PERSONNEL AND TRAINING REQUIREMENTS

1.3.1. Review of Resumes: The Government reserves the right to review the resumes of and interview Contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request.

1.3.2. Contractor Work Force Responsibility: Organize, furnish, maintain, supervise, and direct a work force which is thoroughly capable and qualified to effectively perform the work set forth in the contract.

1.3.3. Key Personnel Responsibilities, Duties and Qualifications: Key personnel are designated as follows: Program Manager, Quality Control Manager, Procurement/Contracts Manager, Health and Safety Officer Radiation Safety Officer, and Task Order Project Managers (Minimum of three). **Key personnel shall be employees of the prime contractor.** The Contractor shall submit a resume of its key personnel with the technical proposal in accordance with Section L of the solicitation. The minimum qualifications for education and experience are set forth below:

#### A) Program Manager

##### 1. Responsibilities and Duties:

- (a) Overall management of this task order contract;
- (b) Ensuring compliance with all applicable Federal, State, Local, DoD, and Department of the Navy regulations and policy, as well as the contract terms and conditions;
- (c) Monitoring and controlling project costs and quality control;
- (d) Assigning personnel consistent with contract requirements;
- (e) Understanding and applying CERCLA, SARA, RCRA, CAA, CWA, SDWA, TSCA statues and regulations along with Nuclear Regulatory Commission and Environmental Protection Agency regulations, and multi-agency radiation guidance documents (Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) guidance, Multi-Agency Radiation Survey and Assessment of Materials and Equipment Manual (MARSAME), and Multi-Agency Radiation Laboratory Analytical Protocols Manual (MARLAP), and state-of-the art health physics practices, as appropriate. The Program Manager will understand these and similar applicable or relevant and appropriate requirements (ARARs) along with their state counterparts.

##### 2. Qualifications:

- (a) Undergraduate degree in engineering or physical science;
- (b) At least six (6) years of experience managing large task order contracts involving multiple concurrent projects at multiple locations, four (4) years of which as a senior manager or engineer working with environmental restoration studies and remedial action projects;
- (c) A combination of undergraduate education and experience may be substituted for the positive education requirement providing a minimum of 30 credit hours of math and science is documented in transcripts and a combination of ten years total of education and experience is documented.

#### B) Quality Control (QC) Manager

##### 1. Responsibilities and Duties:

- (a) Developing, maintaining, and enforcing the QC program.

(b) Review all project work plans including, but not limited to, the Sampling and Analysis Plan (SAP), Quality Assurance Plan (QAP), Waste Management Plan (WMP), Safety and Health Plan (SHP)

(c) Review contract deliverables, such as data packages, reports, Final Completion Report,

2. Qualifications:

- (a) Experience in environmental quality control procedures and environmental regulatory requirements;
- (b) At least four or more years of experience as part of a consultant project management team performing implementation/oversight or in a laboratory as a supervisor, manager or quality control officer, or Certification by the American Society for Quality as a Certified Quality Auditor (CQA), Certified Quality Manager (CQ Mgr), Manager of Quality/Organizational Excellence (CMQ/OE), or Six Sigma Green or Black Belt, or documented training in auditing of Quality Systems such as ISO9000.
- (c) Documented experience in remedial actions as specified in Section C of this acquisition.

C) Procurement/Contracts Manager.

1. Responsibilities and Duties :

- (a) Overseeing the procurement of all subcontracts and purchase orders issued under this contract.
- (b) Duties include, but not limited to: working with technical representatives to develop requirements for each delivery order,
- (c) Planning acquisition strategy,
- (d) Supervising procurement specialists,
- (e) Preparing purchase orders and awarding subcontracts, and
- (f) Managing the procurement program for this multiple task order contract.

2. Qualifications:

The qualified individual will also serve as the primary point of contact for Navy Contract Specialists for administration of the basic contract and for the solicitation, award, and administration of contract task orders. The qualified individual shall have an undergraduate degree in business or an undergraduate degree in any field with 24 semester hours completed in business courses and at least six (6) years of experience in the field of procurement/contract, including three (3) years of supervisory experience.

D) Health Safety Officer (HSO)

1) Responsibilities and Duties:

Responsible for the development, implementation, oversight and enforcement of the APP/SSHP; sign and date the APP/SSHP prior to submittal; conduct initial site specific training; be present on site during the first 3 days of remedial activities and at the startup of each new major phase of work; visit the site as needed and at least once per week for the duration of activities to audit the effectiveness of the APP/SSHP; be available for emergencies; provide onsite consultation; coordinate any modifications to the APP/SSHP; be responsible for evaluating air monitoring data and recommending changes to engineering controls, be responsible for work practices and PPE; review accident reports and results of daily inspections.

- 2) Qualifications: HSO shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene, or a Safety Professional certified by the Board of Certified Safety Professional and shall have

the desired minimum qualifications:

- (a) A minimum of 3 year experience in developing and implementing safety and health programs at hazardous waste site cleanup operations, or equivalent.
- (b) Documented experience: in supervising professional and technician level personnel; in developing worker exposure assessment programs and air monitoring programs and techniques; in managing personal protective programs.
- (c) Working knowledge of state and federal occupational safety and health regulations and statutes.
- (d) Expert knowledge of the US Army Corps of Engineers' Safety and Health Requirements, EM 385-1-1 Manual, through documented experience in hazardous waste cleanup operations, environmental restorations, or construction operations contracted under the US Army Corps of Engineers, Naval Facilities Engineering Command, or other Department of Defense entities requiring the use of the EM 385-1-1 manual.
- (e) Training must include at least 40 hour HAZWOPER training and 8 hour HAZWOPER refresher training.

E) Radiation Safety Officer (RSO)

1) Responsibilities and Duties:

- (a) Performs program oversight and implementation of the Nuclear Regulatory Commission (NRC) License and/or appropriate State Radioactive Materials License for performance of radiological investigations, remedial actions, laboratory processes, and handling and storage of radioactive materials, contaminated materials and waste inspection and certification activities for radiological safety-related activities.
- (b) Named on the Nuclear Regulatory Commission and/or State Radioactive Material License under which the radiological work is being performed.
- (c) Provides assistance to the Site RSO in coordinating radiological activities with other Nuclear Regulatory Commission License and/or State Radiological Material Licensed contractors on the site.
- (d) Provides assistance to the Site RSO, Project HP and HP Field Supervisor to ensure all radiological work activities comply with license and work document requirements.

2) Qualifications:

- (a) The RSO shall have at least five (5) years of experience in managing radiological environmental remediation projects.
- (b) Certification by the American Board of Health Physics as a Certified Health Physicist (CHP) is highly desirable.

F) Task Order Project Managers (Minimum of three)

1) Responsibilities and Duties:

- (a) Directing work associated with radiological environmental projects and work documents.
- (b) Ensuring the elements of the CTO can be implemented within schedule and within budget,
- (c) Coordination of all Task Delivery activities with other Key Personnel,
- (d) Recommending and justifying change orders,
- (e) Developing or modifying a method for tracking resources,
- (f) coordinating work accomplished by subcontractors,
- (g) Monitoring and controlling costs, and
- (h) Complying with radiological safety procedures and regulatory requirements.

## 2. Qualifications:

- (a) Shall have an undergraduate degree in engineering or physical science or a minimum of five (5) years managing radiological environmental remediation projects.

### 1.3.4 Key Personnel Substitution Requirements.

a) Key personnel may be substituted in accordance with key personnel substitution requirements specified herein.

b) The Contractor shall assign to this contract those persons whose resumes were submitted in its technical proposal that were evaluated and approved by the Government.

c) The Contractor agrees that during the first 180 days of the contract performance period, no key personnel substitutions shall be permitted unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the Contractor shall immediately notify the Contracting Officer and provide the information required below. After the initial 180-day period, proposed substitutions shall be submitted, in writing, at least 15 days (45 days if security clearance is to be obtained) in advance of the proposed substitutions, to the Contracting Officer, and provide information required below:

1. Proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced.
2. Requests for additions or substitutions shall include a detailed explanation of the circumstances necessitating proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer.
3. The Contracting Officer will evaluate such requests and notify the Contractor in writing of approval or disapproval.

1.3.5 Non-key Personnel Requirements. Non-key personnel may be prime or subcontractor personnel unless otherwise specified. The responsibilities, duties, and minimum desired education and experience requirements of the following personnel are set forth below:

#### A) Senior Project Engineer.

##### 1) Responsibilities and Duties:

- (a) Responsibilities include consulting with the Program Manager and the Project Manager on scientific issues related to environmental cleanup projects.
- (b) Duties include preparing technical submittals and providing field consultations as required, and
- (c) Assisting the Project Manager in carrying out duties regarding remedial action projects.

##### 2) Qualifications:

- (a) The qualified individual shall have an undergraduate degree in an engineering program, and;
- (b) At least five (5) years of experience working with environmental restoration projects, and
- (c) Shall have registration as a professional engineer.

#### B) Engineer

## 1) Responsibilities and Duties:

- (a) Responsibilities include preparing technical submittals and providing field consultations as required.
- (b) Duties include assisting the Project Manager and Senior Project Engineer in carrying out duties regarding remedial action projects.

## 2) Qualifications:

- (a) The qualified individual shall have an undergraduate degree from an engineering program and;
- (b) At least three (3) years of experience working with environmental restoration projects.

C) Senior Project Scientist

## 1) Responsibilities and Duties:

- (a) Responsibilities include consulting with the Program Manager and the Project Manager on scientific issues related to environmental cleanup projects.
- (b) Areas of specialty may include geology, hydrogeology, chemistry, biology, physics, health physics, and appropriate engineering fields.
- (c) Typical duties includes collecting and interpreting field data, reviewing earth science data, determining hazardous contaminant toxicity, dose, and risk levels, and providing field consultations as required.

## 2) Qualifications:

- (a) The qualified individual shall have a degree in a scientific discipline; and
- (b) At least five (5) years of experience working with environmental restoration projects.

D) Project Scientist

## 1) Responsibilities and Duties:

- (a) Responsibilities include consulting with the Senior Project Scientist and Project Manager on scientific issues related to environmental cleanup projects.
- (b) Areas of specialty include physics, geology, hydrogeology, chemistry, biology, physics, health physics, and appropriate engineering fields.
- (c) Typical duties includes collecting and interpreting field data, reviewing earth science data, determining hazardous contaminant toxicity levels, dose, and risk levels, and
- (d) Providing field consultations as required.

## 2) Qualifications:

- (a) The qualified individual shall have an undergraduate degree in a specific scientific discipline and shall have at least three (3) years of experience working with environmental restoration projects.
- (b) A combination of education and experience may be substituted for the positive education requirement provided 30 credit hours of math and science is documented in transcripts and 7 years total of education and experience is documented.

E) Scientist.

## 1) Responsibilities and Duties:

- (a) Responsibilities include consulting with the Senior Project Scientist, Project Scientist, and Project Manager on scientific issues related to environmental cleanup projects.
- (b) Areas of specialty include physics, geology, hydrogeology, chemistry, biology, physics, health physics, and appropriate engineering fields.
- (c) Typical duties include collecting and interpreting field data, reviewing earth science data, determining and ensuring contaminant and toxicity levels, and providing field consultations as required.

2) Qualifications:

- (a) The qualified individual shall have an undergraduate degree in a specific scientific discipline and at least one (1) year of experience working with environmental restoration projects. A combination of education and experience may be substituted for the positive education requirement provided 30 credit hours of math and science is documented in transcripts and 5 years total of education and experience is documented.

F) Senior Project Health Physicist (HP)

1) Responsibilities and Duties:

- (a) Responsibilities include implementing, directing, and supervising radiological project related activities.
- (b) The HP will assist in identifying radiological analysis needs, provide health physics guidance and establish radiological controls for the prime contractor.
- (c) Typical duties include overseeing preparation and approval of work documents and field procedures, establishing personnel monitoring requirements, establishing and approving radiological safety training requirements, conducting assessments of field practices, and
- (d) Reviewing and approving data from radiological investigations, surveys, and remediation.
- (e) The Project HP will work with the RSO to ensure adequate radiological controls are in place at the work site.

2) Qualifications:

- (a) The qualified individual shall have a bachelor's degree from an accredited college or university in a field related to the physical sciences or mathematics and have at least ten years of professional experience in health physics.
- (b) A combination of education, experience or professional certification (Certified health Physicist or National Registry of Radiological Protection Technicians Certification) may be substituted for the positive education requirement provided 30 credit hours of math and physics is documented in transcripts or proof of certification is provided and a total of 10 years of education and radiological experience is documented.

G) Health Physicist (HP)

1) Responsibilities and Duties:

- (a) Responsibilities include working with the Senior Project HP, RSO and HP Field Supervisor to receive and analyze radiological data resulting from field work.
- (b) The Project HP will review sample analyses and survey results and coordinate any field actions required as a result of these reviews.
- (c) The Project HP will determine if field work is successful in meeting the intent of work documents.

## 2) Qualifications:

- (a) The qualified individual shall have a bachelor's degree from an accredited college or university in a field related to the physical sciences or mathematics and have at least four years of professional experience in health physics.
- (b) A combination of education or experience may be substituted for the positive education requirement provided 30 credit hours of math and physics is documented in transcripts and a total of 8 years of education and radiological experience is documented.

H) Health Physics (HP) Field Supervisor

## 1) Responsibilities and Duties:

- (a) Responsibilities include oversight of radiological field activities for compliance with the NRC License and/or appropriate Agreement State Radioactive Material License requirements and approved work plans, work instructions, standard operating procedures, equipment specifications, and state-of-the-art health physics practices.
- (b) The HP Field Supervisor will coordinate site activities with the Project HP and RSO and prepare Radiation Work Permits (RWPs) to outline field conditions, radiological control requirements, and personal protective equipment (PPE) requirements in the field for approval of the RSO.
- (c) The HP Field Supervisor will be on-site when radiological operations are being performed by Radiological Control Technicians (RCTs) and shall ensure that all RCTs are properly trained and comply with all aspects of the RWP.

## 2) Qualifications:

- (a) The qualified individual shall have education equivalent to 30 hours of college math and physics as well as at least 6 years of experience performing radiological surveys, investigations, and remedial actions and handling and storing all types of radioactive materials.

I) Radiological Control Technician (RCT)

## 1) Responsibilities and Duties:

- (a) Responsibilities include performance of radiological field activities under the direction of the HP Field Supervisor and RSO in accordance with approved work documents and NRC/Agreement State license requirements.
- (b) RCTs may perform various levels of responsibility (i.e.; junior and senior). RCTs may not perform field work until trained to meet the requirements of the work documents.
- (c) Experience levels for RCTs must be detailed in work documents or NRC and/or Agreement State Radioactive Material Licenses but as a minimum must comply with ANSI Standard 3.1.

## 2) Qualifications:

- (a) Senior RCTs shall have a minimum of 3 years' experience and
- (b) Junior RCTs shall have a minimum of one year experience and may work under the supervision of a Senior RCT.

J) Certified Industrial Hygienist (CIH).

## 1) Responsibilities and Duties:

- (a) Responsibilities include implementing and overseeing the Contractor's health and safety program and plans.

## 2) Qualifications:

- (a) Undergraduate degree in physical science, life science or engineering from an accredited college or university;
- (b) Five (5) years professional experience as a full-time industrial hygienist;
- (c) Documented experience in air monitoring technologies and in the development of personal protective equipment programs for working in potentially hazardous atmospheres;
- (d) Knowledge of applicable federal, state and local, and DoD, Navy/Marine Corps occupational health and safety regulations; and
- (e) Certified by the American Board of Industrial Hygiene.
- (f) The qualified individual for this position shall be an employee of the prime contractor.

**K) Database Manager**

## 1) Responsibilities and Duties:

- (a) Responsibilities include consulting with the Program Manager, Project Manager, Project Scientists and Project Health Physicists on data issues related to radiological environmental cleanup projects.
- (b) Duties include, but are not limited to, ensuring data integrity, data accessibility, proper data formatting for transmission to Government databases, and demonstrating compliance with radiological work documents and multi-agency guidance documents.

## 2) Qualifications:

- (a) The qualified individual shall have an undergraduate degree in engineering or a physical science and at least three (3) years of experience working with environmental restoration projects.
- (b) A combination of education and experience may be substituted for the positive education requirement providing 30 credit hours of math and science is documented in transcripts and a total of 7 years of education and experience is documented.
- (c) The qualified individual for this position shall be an employee of the prime contractor.

**L) Site Health and Safety Officer**

## 1) Responsibilities and Duties:

Ensuring that elements of the approved Accident Prevention Plans (APPs) including Activity Hazard Analyses (AHAs) and Site Health and Safety Plans (HASPs/SSHPs/SHSPs) are implemented and enforced on-site. Minimum qualifications include the following:

## 2) Qualifications:

- (a) Five (5) years of construction industry safety experience or three (3) years if the individual possess a Certified Safety Professional or safety and health degree.
- (b) One (1) year working experience at hazardous waste sites where EPA Level B and Level C personal protective equipment was required;

- (c) Specialized training in personal and respiratory protective equipment, program implementation, proper use of air monitoring instruments, air sampling methods, and interpretation of results;
- (d) Certified in first aid and cardiopulmonary resuscitation (CPR) by a recognized organization such as the American Red Cross; and
- (e) Knowledge of applicable federal, state and local, and DoD, Navy/Marine Corps occupational safety and health regulations.
- (f) Have completed the OSHA 30 hour Construction Safety Class (required for ERN and BRAC projects).

#### 1.3.6 Training Requirements

a) The Contractor is expected to have personnel with the requisite skills to perform the requirements of this contract.

b) Prior to work commencement, the Contractor shall determine which personnel need Occupational Safety and Health Act safety training in accordance with 29 CFR 1910.120 and shall ensure such personnel receive the appropriate training.

c) The Government will not reimburse direct costs associated with the training of Contractor personnel in any effort to initially attain requirements of this contract. If allowable under FAR Part 31, these costs may be included as indirect costs.

## **PART 2.0 GENERAL REQUIREMENTS FOR CONTRACT TASK ORDERS**

### **2.1 CONTRACT TASK ORDER BASIC REQUIREMENTS**

2.1.1 Project Information. The type of project information the Government will provide to the Contractor depends on the specific contract task order. The information may include contract drawings, maps and specifications, reports, reference drawings, and boring logs.

2.1.2 Drawing Error and Omission. Omissions from drawings or specifications or incorrect descriptions of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or incorrect details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

2.1.3 Notification of Drawing Discrepancies. The Contractor shall check all furnished drawings and specifications immediately upon their receipt and shall promptly notify the Contracting Officer or designated representative of any discrepancies and a proposed solution. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large scale drawings shall, in general, govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work.

2.1.4 Reference Drawings Accompanying Specification. Reference drawings may accompany Contract Task Order specifications and are intended only to show original construction. Drawings are the property of the Government and shall not be used for any purpose other than those contemplated by the specification. Reference drawings included with a Contract Task Order will be half size. Information on procuring any half-size drawing as a full-size drawing may be obtained from the Contracting Officer or designated representative.

2.1.5 Boring Logs. Boring logs may be available to the Contractor for specific Contract Task Order remedial action work. If boring logs are available, the Government does not guarantee that borings indicate actual conditions, except for the exact locations and the time that they were made. Subsurface data obtained by the Government at these locations will be made available for examination by the Contractor.

2.1.6 A Navy Technical Representative (NTR) may be assigned by the Ordering Officer to assist the Remedial Project Manager in executing inspection and monitoring duties wherein the surveillance and monitoring burden of the contract is significant. The NTR will be set forth on individual task orders, as required.

**2.2 LICENSE REQUIREMENTS.** The Prime Contractor shall have a Nuclear Regulatory Commission (NRC) Service Provider License with a License Tracking System Program Code of 03219 and an equivalent California Agreement State Radioactive Material License that allows for the processing, storing at temporary job sites, packaging, and shipping radioactive materials incidental to surface decontamination of structures and equipment, and the remediation of contaminated soils, soil-like materials, structures and equipment at sites owned by or operated under the authority of various clients for byproduct, source, and/or special nuclear material. For task order projects outside of California, firms shall have a Nuclear Regulatory Commission Service Provider License and/or the appropriate Agreement State Radioactive Material License as applicable. The Prime Contractor must know the boundaries of the jurisdiction of the base to determine if an NRC and State Radioactive Material License(s) is/are required. The period of performance for most task orders are greater than 6 months therefore, firms will NOT be allowed to conduct radiological work under reciprocity in California.

**2.3 SPECIFICATIONS AND STANDARDS.** The specifications and standards referenced in the specifications, including addenda, amendments, and errata, shall govern where references thereto are made. In case of differences between the specifications and standards and the project specification or accompanying drawings, the project specifications and accompanying drawings shall govern. Otherwise, the referenced specifications and standards shall apply. The requirements for packaging, packing, marking, and preparing for shipment or delivery

included in the referenced specifications apply only to materials and equipment furnished directly to the Government and not to materials and equipment furnished and installed by the Contractor.

**2.4 AS-BUILT RECORDS.** Maintain/develop at the project site one set of full-size contract drawings and specifications marked to show any deviations which have been made from the Contract Task Order drawings or specifications including buried or concealed structures and utility features revealed during the course of site work. Record the horizontal and vertical location of buried utilities that differ from the contract drawings. The drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, deliver the marked set of prints to the Contracting Officer or designated representative.

**2.5 BASE/INSTALLATION REGULATIONS.** The Contractor and his employees and subcontractors shall become familiar with and obey base regulations, including fire, traffic, and security regulations. The Contractor shall notify fire and security response agencies as to the location of radioactive materials or contamination. Personnel employed on the station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter restricted areas unless required to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

**2.6 SCHEDULING.** The Contractor shall notify the NRC and/or State about the invocation of the license for radiological work activities at the job site at least 14 days before work is scheduled to begin. The Contractor will also schedule work to cause the least amount of interference with any other ongoing operations at the site. Work schedules shall be subject to the approval of the Contracting Officer or designated representative. Permission to interrupt any station roads, railroads, or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. Certain installations will restrict interruption of utility services as well as general station operations. Contract Task Orders will specify restrictions when applicable, and specify when the work shall commence and be completed.

**2.7 LAYOUT OF WORK.** Lay out work from Government-established base lines and benchmarks indicated on the drawings and make measurements in connection therewith. Furnish stakes, templates, platforms, equipment, tools, and materials and labor as may be required in laying out any part of the work from the base lines and benchmarks established by the Government. The Contractor shall execute the work to the lines and grades established or indicated and shall maintain and preserve stakes and other control points established in the contract task order until authorized by the Contracting Officer or designated representative to remove the stakes.

## **2.8 EXISTING WORK**

2.8.1 Protection. The disassembling, disconnecting, cutting, removing, or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to portions of existing work, whether they (1) remain in place, (2) are re-used/recycled in the new work, or (3) are salvaged and stored.

2.8.2 Replacement. Portions of existing work which have been cut, damaged, or altered in any way during construction, operations and maintenance shall be repaired or replaced in kind in an approved manner to match existing or adjoining work. Existing work shall, at the completion of operations, be left in as good a condition as existed before the new work started.

2.8.3 Location of Underground Facilities. Verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated, traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. Scan the project site with electromagnetic or sonic equipment and mark the surface of the ground where existing underground utilities are discovered.

**2.9 FACILITIES AND SERVICES.** The availability of facilities and services, for example, temporary buildings, field offices, and need for project sign, will be specified in contract task orders.

**2.10 RESTRICTIONS ON EQUIPMENT.** Certain installations requiring remedial action work under the contract may have sensitive areas and therefore may enforce radio transmitter restrictions and may require electromagnetic interference suppression on Contractor's equipment. Contract Task Orders will specify restrictions, when applicable.

**2.11 SANITATION.** Provide adequate sanitary conveniences of a type approved for the use of persons employed properly secluded from public observation, and maintained by the Contractor in such a manner as shall be required or approved by the Contracting Officer or designated representative. Conveniences shall be maintained without nuisance. Upon completion of the work, the conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

**2.12 SECURITY REQUIREMENTS.**

2.12.1 United States Citizenship. No employee or representative of the Contractor will be admitted to the work site unless the employee or representative furnishes satisfactory proof of United States citizenship, or is specifically authorized admittance by the government.

2.12.2 Identification Badges and Vehicle Passes. Identification badges and vehicle passes will be furnished without charge, if required; application for and use of passes will be specified in the Contract Task Orders. Report lost or stolen badges/and/or passes immediately to the security officer.

2.12.3 Site Security Requirements Provide site security such as fencing or guard service as required by each Contract Task Order. However, at a minimum, maintain the site, Contractor controlled areas, and Radiological Control Areas in such a manner as to minimize the risk of exposure to controlled radiological devices or radiological contamination, along with preventing injury or accident to site personnel or others who may be in the area. Carefully mark work on or near roadways with lights, signage, and barricades complying with Federal, State, and local regulations; or where such regulations are not applicable, provide adequate lights, signage, and barricades to minimize the risk of an accident. The Contractor will fence and post Radiologically Controlled Areas and other areas, such as open excavations, that pose a risk to site personnel or others to prevent accidental entry. Shore side slopes of excavations or leave at a safe angle of repose. Equipment, when not in operation, shall be left in a safe manner (e.g., wheels blocked, buckets on the ground, and in an area under the responsibility of the Contractor). Near residential areas where there may be children, special consideration shall be given to site security and safety needs. The contractor shall ensure that radiation exposure outside of Radiologically Controlled Areas does not exceed 10 microrentgen/hour.

**2.13 CONTRACTOR AND SUBCONTRACTOR PERSONNEL LIST.** Provide to the Contracting Officer or designated representative, a list of Contractor and/or subcontractor personnel (including addresses and telephone numbers) for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists. The Contractor shall post a list of the subcontractors at the project site.

**2.14 STORM PROTECTION.** If a warning of gale force or stronger winds is issued, take precautions to minimize any danger to persons, and protect the work and any nearby Government property. Precautions shall include, but are not limited to, closing openings, removing loose materials, tools, and equipment from exposed locations, and removing or securing scaffolding and other temporary work. Close openings at the work area if storms of lesser intensity pose a threat to the work or any nearby Government property.

**2.15 EMERGENCY RESPONSE**

2.15.1 Definition. Emergency response is defined as having action personnel at the identified location within 2 hours of notification of an emergency involving a radiologically-impacted site or an area where radioactive materials or waste are stored or analyzed. These personnel shall be staging and preparing for immediate actions to be taken.

2.15.2 Examples. Emergency response is required in order to tend to unplanned incidents requiring immediate attention. Examples of work requirements include expedited sampling or testing, removal of contaminated soils, and identification of IDLH circumstances, such as in the case of hazardous material spills, industrial accidents, or identification of high levels of contamination.

2.15.3 Response. The Contractor shall respond to an emergency response requirement as quickly as physically possible, administration matters will take second priority and will be handled concurrently or after the situation is in progress or has been resolved, ensuring that the response is not slowed down. Emergency actions will only be directed by the Contracting Officer.

## **PART 3.0 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION**

**3.1 GENERAL.** The requirements stated herein provide general protection of natural resources and the environment during execution of Contract Task Order work. The Contractor shall comply with Federal, State, local, and base environmental laws and regulations including, but not limited to, pertinent Occupational Safety and Health Administration and Department of Transportation requirements; National Environmental Policy Act; Clean Water Act; Clean Air Act; Endangered Species Act; Safe Drinking Water Act; Toxic Substance Control Act; Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Act; and Comprehensive Environmental Response, Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act; and Emergency Planning and Community Right-to-Know Act of 1986. The Contractor shall ensure that activities performed by their personnel, subcontractors, and suppliers are executed as required by these laws and regulations.

**3.2 SUBMITTALS.** For each Contract Task Order, provide the following submittals to the Contracting Officer or designated representative, as applicable:

- a) Environmental Protection Plan
- b) Environmental Conditions Report
- c) Hazardous Waste Management Plan
- d) Emergency and Hazardous Chemical Inventory Forms
- e) Toxic Chemical Release Report
- f) Radiological Protection Plan
- g) NRC License/Agreement State Radioactive Material License to include company Standard Operating Procedures

**3.3 ENVIRONMENTAL PROTECTION REQUIREMENTS.** Provide and maintain protection of the natural resources and environment during the life of the project. Plan for and provide environmental protective measures to control pollution that develops during operations. Plan for and provide environmental protective measures required to correct conditions that develop during site work associated with the project.

3.3.1 Environmental Protection Plan. For each Contract Task Order, meet with the Contracting Officer or designated representative to discuss the proposed environmental protection plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken, as applicable.

3.3.2 Environmental Conditions Report. For each Contract Task Order, perform a survey of the project site with the Contracting Officer or designated representative prior to starting work. Take photographs where possible showing existing environmental conditions in and adjacent to the site, as applicable.

**3.4 PROTECTION OF NATURAL RESOURCES.** Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine activities to within the limits of the work specified in the Contract Task Order.

3.4.1 Temporary Construction. Remove traces of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials. Grade temporary roads, parking areas, and similar temporarily used areas to conform to surrounding contours.

3.4.2 Stream Crossings. The Contracting Officer or designated representative's approval is required before any equipment will be permitted to ford streams. In areas where frequent crossings are required, install temporary culverts or bridges. Remove temporary culverts or bridges upon completion of work, and repair the area as specified in Contract Task Orders.

3.4.3 Fish and Wildlife Resources. Do not disturb fish or wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish or wildlife, except as specified in Contract Task Orders.

3.4.4 Wetland Areas. The Contractor shall not disturb any wetland areas unless authorized.

**3.5 HISTORICAL AND ARCHAEOLOGICAL RESOURCES.** Carefully preserve and report immediately to the Contracting Officer or designated representative historical or archaeological items, or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer or designated representative to resume work. Protect monuments, markers, and works of art.

**3.6 CONTROL AND DISPOSAL OF SOLID AND SANITARY WASTES.** Collect solid wastes and place in containers, which are regularly emptied at intervals to prevent the attraction of rodents or disease vectors. Do not prepare, cook, or dispose of food on the project site or allow food or drink to be stored or consumed within a Radiologically Control Area. Prevent contamination of the site or other areas when handling and disposing of wastes. Upon completion of work, leave the areas clean. Control and dispose of waste. Dispose of rubbish, debris, garbage, and sewage according to procedures and requirements specified in the Contract Task Order. The Contractor is required to utilize only permitted disposal facilities. When requested, provide permit ID#, facility address and POC.

**3.7 CONTROL AND DISPOSAL OF HAZARDOUS MATERIAL AND WASTE**

3.7.1 Hazardous Material and Hazardous Waste. Manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations, as well as the applicable station hazardous waste management plan.

3.7.2 Hazardous Waste Management Plan. For each Contract Task Order, estimate the types and quantities of hazardous waste or hazardous materials that will be generated from site work that will require transportation and disposal off the project site. Indicate how and when these wastes will be packaged, stored on-site, transported and disposed.

3.7.3 Hazardous Material and Waste Storage. The Contractor will store hazardous material and waste in containers in accordance with Federal, State, local and applicable station requirements. All hazardous material coming on site must have an MSDS (OSHA 174 or equivalent).

3.7.4 Hazardous Waste Disposal. Transport and dispose of hazardous waste in accordance with Federal, State, local and applicable station requirements. Any off-site disposal shall be documented by provision of manifests and certificates of destruction.

3.7.5 Low-Level Radioactive Waste (LLRW) and Mixed Waste (LLRW and Hazardous Waste Mixed Together). LLRW and mixed waste will be stored in a designated LLRW storage facility or area under control of a NRC or Agreement State Licensee. The Contractor will be responsible for control and storage of these waste materials. All LLRW will be managed through NAVSEADET RASO and the DoD LLRW Executive Agency (Army Joint Munitions Command). RASO and the DoD LLRW Executive Agency will arrange for a certified Broker to be responsible for packaging, characterizing, manifesting, transportation and disposal of LLRW and mixed waste under authority of their applicable NRC radioactive material license. A Memorandum of Understanding shall be established between the Contractor and the LLRW Broker to ensure smooth operations, adequate controls of waste materials, and prevent duplication of effort.

3.7.6 Oil and Hazardous Material Spills. Take precautions to prevent oil and hazardous material spills. In the event of a spill, immediately notify the Contracting Officer or designated representative and the Station Emergency Response Coordinator where applicable. Spill response shall be in accordance with Federal and applicable State regulations and the station contingency plan.

3.7.7 Waste Manifests. Original hazardous waste manifests shall be forwarded to the Contracting Officer or designated representative.

3.7.8 Emergency and Hazardous Chemical and Radioactive Materials Inventory Forms. The Contractor shall maintain an inventory of all hazardous and radioactive materials brought to, or generated at the project site. The purpose of the inventory is for the Navy to comply with the Emergency Planning and Community Right-to-Know Act (EPCRA). Hazardous materials include hazardous chemicals, toxic chemicals, hazardous substances, and extremely hazardous substances. The inventory form and frequency of submittal shall be as approved by the Contracting Officer or designated representative. The hazardous material inventory shall include the following information: material name (trade and chemical), material CAS #, material classification(s), reportable quantity if applicable, threshold planning quantity if applicable, maximum quantity/volume maintained on the project, average daily quantity used on the project, and total quantity used on the project. The radioactive material inventory shall include: radioisotope, curie content and date of calculation, NRC license authority (if appropriate), location, and point of contact and phone number.

3.7.8 Toxic Chemical Release Report. The Contractor shall promptly report any release of a potentially hazardous substance to the Contracting Officer or designated representative. The report shall include the following information: material name (trade and chemical), material CAS #, applicable reportable quantity, location of the release, media into which release occurred, description of cause of release, source of release, date/time/duration of release, response actions including notifications made, any known or anticipated health risks associated with the release and medical recommendations, and any known or anticipated impacts to public health or the environment and recommendations.

**3.8 DUST CONTROL.** Keep dust down at all times, including during non-working periods. Spray with water or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations. Stockpiles will require treatment with a surfactant, covered with plastic or some other form of containment for dust control. Dry power brooming shall not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing shall be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting shall be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster. Dust control methodologies for radiologically-impacted sites shall be approved by the Navy and be conducted such that it does not result in spread of contamination or contamination of materials and equipment.

**3.9 NOISE.** Make the maximum use of low-noise emission products as certified by the Environmental Protection Agency (EPA). Blasting or using explosives shall not be permitted without written permission from the

Contracting Officer or designated representative, and then only during the designated times specified in the Contract Task Order.

**3.10 ASBESTOS.** No asbestos containing materials shall be used by the contractor in performing the services required on the contract task orders issued under this contract. For the purposes of this requirement, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The Contractor and or its subcontractor(s) may be required to perform asbestos mitigation activities to reduce health risks to acceptable levels and comply with ARARs during the performance of field work under this contract.

**3.11 PERMITS.** Obtain administrative and substantive permits, licenses, and certificates required by Contract Task Orders.

## **PART 4.0 HEALTH AND SAFETY**

**4.1 DESCRIPTION.** This part describes in general terms, the minimum Contractor health and safety requirements associated with the contract. The Contractor shall prepare, implement, and enforce for each site described in contract task orders, appropriate Accident Prevention Plans, Activity Hazard Analyses, Site Safety and Health and Plans (SHSP) and Radiation Protection Plan (RPP). The Contractor shall ensure that their subcontractors, suppliers, and support personnel follow health and safety provisions.

**4.2 REGULATIONS.** The Contractor's Health and Safety Program and SHSPs shall comply with and reflect appropriate requirements of the Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual," EM-385-1-1, September 2008 or latest edition; "Navy Installation Restoration Manual," Aug 2006 Edition or latest revision; Unified Facilities Guide Specifications (UFGS) UFGS-01 35 26, February 2012, Change 2- 08/13, and any other relevant Federal, State, and local regulations. The RPP shall comply with the EM 385-1-1, Chapter 06.E; federal regulations and NRC license conditions.

### **4.3 IMPLEMENTATION**

4.3.1 Corporate Health and Safety Plan. After contract award, the Contractor will be tasked to submit a current Corporate Health and Safety Plan to the Contracting Officer for review by the Government for use in preparation of the APP, SSHP, AHA, and RPP.

4.3.2 APP, SSHP, and AHA. For each Contract Task Order, prepare a written APP, SSHP that complies with the respective Contract Task Order. Before initiation of work at the job site, an APP shall be reviewed and found acceptable by the GDA. The SSHP and AHA are appendices of the APP.

4.3.2.1 The APP shall be written in English by the Prime Contractor and shall articulate the specific work and hazards pertaining to the contract. The APP shall also implement in detail the pertinent requirements of EM 385-1. APPs shall be developed and submitted by the Contractor in the format provided in Appendix A of the EM 385-1-1. The Contractor shall address each of the elements/sub-elements in the outline contained in Appendix A, "Minimum Basic Outline for Accident Prevention Plan," in the order that they are provided. If an item is not applicable because of the nature of the work to be performed, the Contractor shall state this exception and provide a justification.

4.3.2.1.1 The Contractor shall use a qualified person to prepare the written site-specific APP. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety

provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the qualified plan preparer, approved by company/corporate officers authorized to obligate the company, and plan concurrence by the company CIH/CSP/CHM or PM.

4.3.2.2 SSHP shall be developed and submitted with the APP. Format is provided in Section 28 of the EM 385-1-1.

4.3.2.3 AHA shall be developed and submitted with the APP. Format is provided in Section 1 of the EM 385-1-1.

4.3.3.1 For remediation/compliance projects involving potentially hazardous activity, the Navy Remedial Project Managers (RPMs)/Project Managers (PMs) shall request NMCPHC (formerly known as NEHC) to review and comment on the APP, SSHP, and AHA for the Naval Facilities Engineering Command Southwest (NAVFAC SW) CERCLA and RCRA site work. The Navy RPM/PM shall determine and provide instructions to the contractor the version of the APP and SSHP (pre-draft/internal Navy or draft) that shall be sent to NMCPHC for review. Contractor will then send an electronic copy or mail the information (CD or hardcopy) to NMCPHC. Navy RPMs/PMs shall also ensure review of the AHA by the cognizant ROICC or FEAD.

4.3.3.2 To obtain and officially document review of the APP, SSHP, and AHA, the following process should be implemented: Upon verification and instruction from the Navy RPM/PM, the contractor shall deliver an electronic copy or mail (CD or hardcopy) of the following documents: (1) Project Work Plan; (2) SSHP; (3) APP and (4) AHA to NMCPHC Point of Contact (POC) (see paragraph 4.3.3.6 for current POCs. Include with these documents the "Email Memorandum for Requesting Navy and Marine Corps Public Health Center (NMCPHC) Review Form," (see paragraph 4.3.3.7) which includes the name of the RPM/PM, contact information, contractor and any other pertinent information. Allow at least 10 working days for review. Additionally, electronically notify the NAVFAC SW EV Safety Manager and Navy RPM/PM of the request for review. APP, SSHP and AHA that require an accelerated review period shall be negotiated directly with NMCPHC POC, with electronic notification to the NAVFAC SW EV Safety Manager.

4.3.3.3 NMCPHC POC provides e-mail notification to Navy RPM/PM and NAVFAC SW EV Safety Manager of the receipt of document. NAVFAC SW EV Safety Manager tracks the document review process including date of receipt and date when comments are finalized.

4.3.3.4 NMCPHC POC sends comments electronically to the NAVFAC SW RPM with copy to the NAVFAC SW EV Safety Manager. Navy RPM/PM coordinates with NMCPHC POC and the contractor to resolve comments. Navy RPMs/PMs maintain documentation of comment resolution in project file. Unresolved comments shall be discussed and resolved by the Navy RPM/PM together with NMCPHC and the EV Safety Manager.

4.3.3.5 NMCPHC POC provides official copy of final comments to NAVFAC SW EV Safety Manager who retains a copy of the comments on file.

4.3.3.6 NAVFAC SW and NMCPHC Review Points of Contact:

POC Title	Name	Contact Information
Navy and Marine Corps Public Health Center (formerly known as NEHC) POC	Mr. Bob Hayes	Environmental Programs Directorate Navy and Marine Corps Public Health Center 620 John Paul Jones Circle, Suite 1100 Portsmouth, VA 23708-2103

		Tele: (757) 953-0937 Fax: (757) 953-0675 DSN: 377 harold.hayes@med.navy.mil
NAVFAC SW EV Safety Manager	Mr. Almario (Mario) Erasquin	NAVFAC SW 1220 Pacific Hwy San Diego, CA 92132 619-556-7938 Almario.erasquin@navy.mil

4.3.3.7 EMAIL MEMORANDUM FOR REQUESTING NAVY AND MARINE CORPS PUBLIC HEALTH CENTER (formerly NEHC) REVIEW:

From: [Insert appropriate RPM/PM]  
To: Navy and Marine Corps Public Health Center  
Date:

Subject: Request for Health and Safety Plan Review

NAVFAC requests review of [insert document title]. Please provide written comments to [Insert appropriate RPM/PM] within 10 working days [or indicate alternate review time when schedule is flexible].

The following information pertains to this plan:

Name of Contract:  
Contract Number:  
Project Number:  
Name of Contractor:  
Telephone Number of Contractor:  
Nature of Work:  
Expected Date(s) of Work:

If you have any questions or concerns, please contact [Insert appropriate RPM/PM]:

NAVY RPM/PM Phone Number:  
Email Address:  
Alternate POC (and phone number):

Thank you,

[Requestor's Signature]

4.3.4 RADIATION PROTECTION PLAN (RPP). The Radiation Safety Officer shall be responsible for the preparation and enforcement of the RPP. The RPP shall provide training requirements, radiological controls for site work, controls for storage of radioactive materials and waste, PPE requirements, and dosimetry requirements. Contractor SOPs may be used to supplement the RPP. The RPP shall be approved by the Navy and the Project Manager, the RSO and the Project Health Physicist. The RPP shall be concurred upon by the Field Health Physics Supervisor and all personnel working within a Radiologically Controlled Area shall receive training on the RPP.

**4.4 CERTIFIED INDUSTRIAL HYGIENIST.** The Contractor shall use an experienced certified industrial hygienist (CIH) to implement and oversee the Health and Safety Program and to develop, implement, and sign the CSHP, APP, and SSHP. Any changes shall be at the direction and approval of the CIH. Copies of the changes must be forwarded to the contracting officer or his/her designated representative. The CIH will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation, when required by the contract or the Contracting Officer or designated representative.

**4.5 SITE SAFETY HEALTH OFFICER (SSHO).** In addition, the Contractor shall use a trained, experienced SSHO to assist and represent the CIH in continued implementation and enforcement of the approved APP, SSHP, and AHA. A SSHO shall be assigned to each site and shall report to the CIH in matters pertaining to site health and safety. The SSHO shall have the on-site responsibility and authority to modify and stop work, or remove personnel from the site if working conditions change that may affect on-site and off-site health and safety. The SSHO shall be the main contact for any on-site emergency situation. Except in an emergency, the SSHO may modify the approved APP and/or SSHP only after consultation and concurrence of the CIH. The SSHO shall be First Aid and CPR qualified.

**4.6 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS.** Maintain on-site protective equipment as specified in each contract task order for use by Government personnel.

## **PART 5.0 QUALITY CONTROL (QC)**

**5.1 SUMMARY.** This part establishes minimum requirements for quality control that shall apply to all contract task orders. More stringent requirements may be included in specific Contract Task Orders if the statement of work indicates they are needed.

### **5.2 REFERENCES:**

- a. Construction Quality Control, Unified Facilities Guide Specification, UFGS, Jan 2007
- b. Installation Restoration Chemical Data Quality Manual, NFESC 1999
- c. EPA Requirements for Quality Assurance Project Plans (QA/R-5), EPA March 2000
- d. Guidance on Systemic Planning Using the Data Quality Objectives Process, QA/G-4, EPA Feb 2006
- e. Uniform Federal Policy for Quality Assurance Project Plans, EPA March 2005
- f. Department of the Navy Installation Restoration Manual, August 2006 or latest edition
- g. Environmental Work Instruction #1, Chemical Data Validation, NAVFAC SW, 28 Nov 2001
- h. Environmental Work Instruction #2, Review, Approval, Revision, and Amendment of Field Sampling Plan and Quality Assurance Project Plan, NAVFAC SW, 12 Jan 2011
- i. Environmental Work Instruction #3, Laboratory Quality Assurance Program, NAVFAC SW, 23 Aug 2010
- j. Environmental Work Instruction #4, CERCLA, Administrative Record and Compendium, NAVFAC SW, May 2007
- k. Environmental Work Instruction #5, Identifying Task Headings for Environmental Projects using Comprehensive Work Breakdown Structure (WBS), NAVFAC SW, 28 Nov 2001
- l. Environmental Work Instruction #6, Environmental Data Management and Required Electronic Delivery Standards, NAVFAC SW 19 Apr 2005

- m. Environmental Work Instruction #7, Procedural Guidance for Statistically Analyzing Environmental Background, NAVFAC SW, 28 Nov 2001
- n. Environmental Work Instruction #8, Low-Level Radioactive Waste (LLRW) Disposal Program, NAVFAC SW, 28 Nov 2001
- o. Environmental Work Instruction #9, Working Draft Standard Text for Applicable or Relevant and Appropriate Requirements (ARARs) NAVFAC SW 4 Sep 2008
- p. ANSI Standard 3.1
- q. Title 10, Code of Federal Regulations
- r. Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM)
- s. Multi-Agency Radiological Laboratory Analysis Program (MARLAP)
- t. U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual," EM 385-1-1, 15 September 2008 or latest edition
- u. Occupational Safety and Health Administration (OSHA), 29 CFR 1910, 29 CFR 1910.120, and 29 CFR 1926
- v. Unified Facilities Guide Specifications (UFGS-01 35 26), February 2012 or latest edition
- w. Multi-Agency Radiation Survey and Assessment of Materials and Equipment Manual (MARSAME)

**5.3 SUBMITTALS.** Provide the following submittals to the Contracting Officer or designated representative:

5.3.1 Quality Control (QC) Submittals. After Basic Contract award, the contractor will be directed to submit a Program Chemical Data Quality Management Plan (CDQMP) and Program Construction Quality Management Plan (CQMP) to the Contracting Officer (CO) for approval with technical evaluation from the Quality Assurance Officer (QAO), project manager, and other pertinent technical support staff. These documents will serve as the platform for streamlined CTO-specific plans and procedures. Attachment (1) provides Guidelines for the CDQMP and Attachment (2) provides Guidelines for the CQMP.

5.3.2 Contract Task Order (CTO)-specific Sampling and Analysis Plans (SAPs) and Construction Quality Control Plans shall be prepared and submitted to the task order Contracting Officer for information for approval with technical evaluation from the QAO, project manager, and the Navy Radiological Affairs Support Office (RASO).

5.3.3 CTO-specific Radiation Protection Plans (RPPs) shall be submitted to the Contracting Officer for approval with technical evaluation from the project manager and Navy RASO.

**5.4 FIELD WORK REPORTING.** For each CTO, deliver the following to the Ordering Officer and/or designated representative: Combined Contractor Production Report/Contractor Quality Control Report; Testing Plan and Log; Monthly Summary Report of Field Tests; QC Meeting Minutes; Rework Items List; and QC Certifications, as required by the paragraph entitled "QC Certifications." Report procedures will be established by the project.

**5.5 QUALITY CONTROL PROGRAM**

5.5.1 Requirements. Contractor QC Program requirements are described in the Program Chemical Data Quality Management Plan (CDQMP) and Program Construction Quality Management Plan (CQMP). These documents describe the QC organization, plans and procedures that will be tailored according to the CTO scope of work.

**5.6 QUALITY CONTROL MANAGEMENT**

5.6.1 QC Program Manager. Provide a QC Program Manager to manage and implement the contract-wide QC program. Any changes to the Program Chemical Data Quality Management Plan (CDQMP) and Program Construction Quality Management Plan (CQMP) shall be at the direction and approval of the QC Program Manager, with approval from the Ordering Officer or designated representative.

If a separate Project QC Manager is designated to a CTO, the QC Program Manager will not necessarily be required to be on-site during that task order's remedial activities, but shall be readily available for consultation when required by the contract or the Ordering Officer or designated representative.

5.6.2 Project QC Manager. The Contractor shall utilize trained, experience Project QC Managers to assist and represent the QC Program Manager in continued implementation and enforcement of the approved plans. The Project QC Manager shall manage the site-specific QC requirements in accordance with project plans.

## **5.7 QUALITY CONTROL PLANS**

### **5.7.1 Program Level**

5.7.1.1 Program Chemical Data Quality Management Plan (CDQMP). The CDQMP is based on this scope of work (Section 6.0) and the following documents: Contractor Standard Operating Procedures (SOPs) or instructions for planning and performing field sampling and analysis.

5.7.1.2 Program Construction Quality Management Plan (CQMP). The CQMP is based on this scope of work (Section 6.0) and the Department of the Navy (DON), Naval Facilities Engineering Command Guide Specification, NFGS-01450J, and Quality Control. It includes Contractor Standard Operating Procedures (SOPs) or instructions for performing construction quality control of remedial design, construction, operation and maintenance.

### **5.7.2 Project (CTO) Level**

5.7.2.1 Sampling and Analysis Plans (SAPS). SAPS shall contain all the required elements of Field Sampling Plans (FSPs) and Quality Assurance Project Plans (QAPPs) in accordance with applicable regulatory guidance documents and NAVFAC SW Environmental Work Instructions of section 5.2. The project-specific contents of the SAP are based on the CDQMP, the CTO Statement of Work, and site-specific data quality objectives. SAPs must be in accordance with references (b) through (m) of section 5.2. It includes or references SOPs used to perform the work. The Program QC Manager shall review and approve the SAP prior to submittal to the NAVFAC SW Quality Assurance Officer for review and approval. This approval shall be identified by signature on the cover page. The SAP must be approved by the NAVFAC SW QAO and/or the Navy RASO for review prior to regulatory review and field implementation.

5.7.2.2 Construction Quality Control (QC) Plans. The Construction QC Plan is based on the Program CQMP, the CTO Statement of Work, and each CTO construction task, or "definable features of work". It includes or references SOPs used to perform the work.

5.7.3 Preliminary Work Authorized Prior to Approval. No work is authorized to proceed prior to the approval of the Site Work Plan, SAP, Construction QC Plan, and RPP unless specifically authorized by the Contracting Officer or designated representative. The Contracting Officer reserves the right to require changes to the project plans to ensure the specified quality of work. Input may come from various technical representatives to include the project manager, the QAO, and the Navy RASO.

**5.8 QUALITY CONTROL MEETINGS.** After the start of site work, the Project QC Manager shall conduct QC meetings as required by the Contracting Officer or designated representative. QC Meeting attendance, agenda, frequency and procedures for distributing meeting minutes will be established by the Ordering Officer, or designated representative, after CTO award.

**5.9 THREE PHASES OF CONTROL.** The Project QC Manager shall perform the three phases of control for each definable feature of construction work described in the Project Construction Quality Control (QC) Plans. Guidelines for performing and documenting the preparatory, initial and follow-up inspections are contained in the Contractor's Program Construction Quality Management Plan (CQMP). Note: these guidelines are based on the

Department of the Navy (DON), Naval Facilities Engineering Command Guide Specification, NFGS-01450J, Quality Control. The Contractor shall notify the Contracting Officer, or designated representative, prior to the start of the preparatory and initial phases. The notification procedures and lead-time will be established for each CTO by the Ordering Officer, or designated representative.

**5.10 SUBMITTAL REVIEW AND APPROVAL.** Procedures for submission, review, and approval of submittals are described in (Part 6.0, "Submittals.")

## **5.11 SAMPLING AND ANALYSIS**

5.11.1 Environmental. After 1 October 2009, laboratories performing Installation Restoration Program (IRP) or compliance work funded by Environmental Restoration (ER,N) or Base Realignment and Closure (BRAC) must successfully complete the DoD Environmental Laboratory Accreditation Program and the Navy Laboratory Evaluation Program to show conformance with *DoD Quality Systems Manual for Environmental Laboratories* (DoD QSM, Version 5.0, July 2013) as authorized by DoD Instruction 4715.15, *Environmental Quality Systems*, December 2006 and as required by the *DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing*, December, 2007. Laboratories shall be certified by the State (if available) in which the project/site is located. On-site chemical analysis by mobile laboratories must be performed by laboratories certified by the State (if available) in which the project/site is located. Copies of the current Environmental Laboratory DOD Accreditation and State ELAP certificates and Standard Operating Procedures have to be included as attachments to the SAP. Unless otherwise specified, sampling and analysis shall be performed in accordance with the approved SAP. Any deviation from the above requirements must be approved in writing by the appointed NAVFAC SW QA Officer (QAO). Procedures for laboratories performing radiological analysis shall be approved by the Contracting Officer and be reviewed by the QAO and the Navy RASO prior to implementation.

5.11.2. Non-Environmental. Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) Program, and the American Association for Laboratory Accreditation (AALA) Program. Furnish to the Ordering Officer or designated representative, a copy of the certificate of accreditation, scope of accreditation, and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the contract. The Ordering Officer or QAO must approve any deviation from the above requirements in writing.

5.11.3 Inspection of Analytical Laboratories. Prior to approval of non-accredited laboratories, the proposed testing laboratory facilities and records may be subject to inspection Contracting Officer or by a designated representative such as the QAO or the Navy RASO.

5.11.4 Capability Check. The Contracting Officer, or a designated representative such as the project manager, QAO, or the Navy RASO retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this contract and SAP.

## **5.12 QUALITY CONTROL CERTIFICATIONS**

5.12.1 Contractor Daily Quality Control Report Certification. Each Contractor Quality Control Report shall contain the following statement signed by the Project QC Manager: "On behalf of the Contractor, I certify that this report is complete and correct, and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report."

5.12.2 Invoice Certification. Furnish a certificate to the Contracting Officer or designated representative with each payment request, signed by the Project QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

5.12.3 Completion Certification. Upon completion of work under a contract task order, the Project QC Managers shall furnish a certificate to the Ordering Officer or designated representative attesting that “the work has been completed, inspected, and tested, and is in compliance with the contract.”

### **5.13 QUALITY CONTROL DOCUMENTATION**

5.13.1 Contractor Daily Production Report. Production Reports are required for each day that work is performed and shall be attached to the Contractor Quality Control Report prepared for the same day. Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Production Reports are to be prepared, signed, and dated by the project superintendent.

5.13.2 Contractor Daily Quality Control Report. Reports are required for each day that work is performed and for every 7 consecutive calendar days of no-work, on the last day of that no-work period. Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the schedule. Contractor Quality Control Reports are to be prepared, signed, and dated by the Project QC Manager.

5.13.3 Rework Items List. The Project QC Manager shall maintain a list of work that does not comply with the contract, identifying what items need to be reworked, the date the item was originally discovered, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the Contractor rework items list to the last daily Contractor Quality Control Report of each month. The Contractor shall be responsible for including on this list items needing rework including those identified by the Ordering Officer or designated representative.

5.13.4 As-Built Records. The Project QC Manager is required to review the as-built records to ensure that as-built records are kept current on a daily basis and marked to show deviations that have been made from the contract drawings. The Project QC Manager shall initial each deviation or revision. Upon completion of work, the Project QC Manager shall submit a certificate attesting to the accuracy of the as-build records prior to submission to the Ordering Officer or designated representative

## **PART 6.0 SUBMITTALS**

As required for each task order, a list of required submittals shall be included in the task order.

### **6.1 ELECTRONIC DATA SUBMISSIONS**

All paper document submittals shall include submittal of an electronic version to the Government. All data tables, spreadsheets, and database files pertaining to a submittal shall be submitted to the Government on a separate disk. The Government may specify additional electronic submittals in the individual task order. Data files shall be submitted in a native file format that is consistent with software used by the Government, (i.e. .pdf , .doc, .xcl, .shp, shx, .dbf etc.)

## **PART 7.0 ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS**

NAVAFC SW Environmental Work Instruction #6 (EWI #6) specifies the data standards, control information, and delivery requirements for all projects where environmental data is collected in conjunction with environmental restoration activities. The standards established in EWI #6 shall apply to all deliverables under this contract. Additional information concerning graphic data standards, non-graphic data standards, laboratory electronic deliverables, and delivery requirements are included below.

### **7.1 GRAPHIC DATA STANDARDS**

All graphic data, including CADD drawings and GIS data, shall conform to the current CADD/GIS Technology Center Spatial Data Standards (SDS) and shall be submitted in one of the following electronic formats: AutoCAD v11 or later (AutoDesk), ArcView shapefile or ArcInfo export file (ESRI), or Microstation v5.0 or later export file (Intergraph). SDS includes symbols for all aspects of Facilities Management and Military Operations and includes symbols for Environmental Restoration and Compliance. Graphic deliverables are required for all site investigation, site assessment, site verification, remedial investigation, and confirmation sampling activities.

## **7.2 NON-GRAPHIC DATA STANDARDS**

All contractors tasked with environmental management, monitoring, investigation or restoration projects which result in the acquisition of new data or in the confirmation of existing data shall be required to submit the data in accordance with the standards and procedures identified in EWI #6 and shall be required to deliver electronic copies of the information to the Ordering Officer or designated representative. The delivery media shall be CD-ROM.

## **7.3 LABORATORY ELECTRONIC DELIVERABLES**

Laboratory electronic deliverables are required for projects involving chemical and radiological analysis of environmental samples, when a fixed-base analytical laboratory analyzes these samples. This includes data collected during MARSSIM and MARSAME surveys, data collected during remediation activities including sampling during the start-up and operation of treatment systems (soil vapor extraction, air sparging, ground water extraction and treatment, etc.) and waste characterization (investigation-derived waste (IDW), construction-generated waste, and other materials or wastes) for on-site or off-site treatment/disposal. The electronic format of these deliverables must be compatible with software currently in use by NAVFAC SW.

## **7.4 DELIVERY REQUIREMENTS**

All contractors tasked with environmental management, monitoring, investigation or restoration projects which result in the acquisition of new data or in the confirmation of existing data shall be required to submit the data in accordance with the standards and procedures identified in EWI #6 and shall be required to deliver electronic copies of the information to the Ordering Officer or designated representative. The delivery media shall be CD-ROM. All environmental document deliverables shall be submitted in the same manner as outlined in EWI #4.

## **7.5 NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)**

The following standard items relate to records generated in executing contracts and must be included in a typical Electronic Information Systems (EIS) procurement contract and contracts which require document deliverables:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

## **8.0 PERFORMANCE WORK STATEMENT ATTACHMENTS**

Attachment (1), Chemical Data Quality Management Plan (CDQMP) Guidelines  
Attachment (2), Construction Quality Management Plan (CQMP) Guidelines

**ATTACHMENT (1)****CHEMICAL DATA QUALITY MANAGEMENT PLAN (CDQMP) Guideline**

- 1) A Title and Approval Page with the Contractor QC Manager Signature.
- 2) Add in the Introduction section, the following statement or something similar: (Contractor Name) has the overall responsibility for both quality assurance and quality control. The QC plan shall include (Contractor Name) proposal for controlling and coordinating work of subcontractors. (Contractor Name) is held ultimately responsible for using subcontract personnel as part of the QC staff and that the subcontractor acts on behalf of (Contractor Name).
- 3) Reference the NAVFAC SW Environmental Work Instructions # 1 thru 9 in the CDQMP.

In the CDQMP, provide

- ... a distribution list of key personnel with telephone numbers, email addresses, and mailing addresses
- ... copy of the appointment letter that is signed by an Officer of the Firm which appoints the QC Manger which includes; a) Outlining their duties, responsibilities and authority for implementing and managing the QC Program. b) The authority to stop any work not complying with the Contract, and the removal and replacement of any defective work. NOTE: An Officer of the Firm is someone who has vested interest and can sign paychecks.
- ... a section on Field Change Requests (include a copy of a Field Change Request form)
- ... a section on Record Storage (where Contractor will store reports and other documents and how long the storage time is)
- ... a section on training, specifically a) Who will do the training? b) Where will training records be kept? and c) Discussion of training form and record
- ... sections on radiological surveys and sampling and the Munitions Response Program
- ... a section on the Tier II Questionnaire and the Tier II SAP Template
- ... a section on uploading SAP documents into NIRIS and the SAP Review Process
- ... a section on laboratory QC Limits

In attachments, provide

- ... forms for boring logs, monitoring well construction, well sampling, etc
- ... copies of Contractor SOPs for sampling (soil, groundwater, soil gas, etc.), field activities (soil borings, monitoring well installation, groundwater elevation measurements, equipment decontamination procedures, etc.), and Data Validation
- ... copies of the NAVFAC SW Tier I SAP Template, the Tier II SAP Questionnaire, the Tier II SAP Template, and the MEC SAP Template

**ATTACHMENT (2)****CONSTRUCTION QUALITY MANAGEMENT PLAN (CQMP) Guideline**

- 4) Reference the Navy Construction Quality Management Program (NAVFAC P-445) Document, June 2000
- 5) A Title and Approval Page with the Contractor QC Manager Signature.
- 6) Add in the Introduction section, the following statement or something similar: (Contractor Name) has the overall responsibility for both quality assurance and quality control. The QC plan shall include (Contractor Name) proposal for controlling and coordinating work of subcontractors. (Contractor Name) is held ultimately responsible for using subcontract personnel as part of the QC staff and that the subcontractor acts on behalf of (Contractor Name).

In the CQMP, provide

- ... A distribution list of key personnel with telephone numbers, email addresses, and mailing addresses
- ... An organization chart
- ... Copies of QC Manager and Alternate QC Manager current CQM (Construction Quality Management) for Contractors training certificates
- ... Appointment letters for the QC Manager and Alternated QC Manager signed by an officer of the firm, appointing the QC Manager and the Alternate QC Manager and include the following: a) Outlining their duties, responsibilities and authority for implementing and managing the QC program. b) Responsibility to manage and implement the Three Phases of Control. c) The authority to stop work not complying with the Contract or to be thought of as unsafe.
- ... Copies of resumes
- ... Sections on Radiation Program Quality Control and Munitions Response Program Quality Control.
- ... A section on training, specifically a) Who will do the training? b) Where will training records be kept? and c) Discussion of training form and record
- ... A section on Construction QC Forms (Contractor Production Report, Contractor Quality Control Report, Preparatory Phase Checklist, Initial Phase Checklist, Rework Items List, Testing Plan and Log, Government Quality Assurance List)
- ... Copies of Contractor SOPs

## Section D - Packaging and Marking

SECTION DD1 PREPARATION FOR DELIVERY

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

D2 MARKING OF SHIPMENT

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

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

MARK FOR: Contract Number \_\_\_\_\_  
Contract Task Order Number  
Item Number

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

D3 PROHIBITED PACKING MATERIALS

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

D4 CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS

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

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

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

D5 CLASSIFIED MATTER

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

## Section E - Inspection and Acceptance

SECTION EE1 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer Representative (COR), or Remedial Project Manager as designated on the individual contract task order.

E2 ACCEPTANCE

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

E3 GOVERNMENT QUALITY ASSURANCE

In accordance with FAR 52.246-4 "INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)" clause, paragraph (c), each phase of the services rendered under this contract is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

E4 PERFORMANCE EVALUATION MEETINGS

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

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996

## Section F - Deliveries or Performance

SECTION FF1 LOCATION

The location of work under this contract will be designated in each individual task order.

F2 TERM OF CONTRACT

The total aggregate task order value for the base year and all option years is \$240 million. The base period of the contract shall be one year and the contract contains four one-year option periods for a total maximum term of five years. The maximum ordering period of the contract is five years, or when the contract dollar value is reached, whichever occurs first.

F3 DELIVERY OF DATA (CONTRACT TASK ORDERS)

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

F4 WORK SCHEDULE

- (a) The contractor shall arrange its work to minimize interference with the normal occurrence of Government business. All work schedules will be subject to negotiations during the contract task order award process.
- (b) Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer's Representative (COR) and affected tenants **at least fifteen (15) calendar days in advance.**

F5 PRE-PERFORMANCE CONFERENCE

Prior to commencing work, the contractor may be required to meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning scheduling and administering work.

## Section G - Contract Administration Data

SECTION GG1 CONTRACT ADMINISTRATION DATA

The Contracting Officer for this contract is:

BEATRICE APPLING  
CODE ACQ4, BLDG 1, 5<sup>th</sup> FLOOR, ROOM 520  
1220 PACIFIC HWY  
SAN DIEGO, CA 92132

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

To be designated at time of contract award.

Payment will be made by:

To be designated at time of CONTRACT TASK ORDER award.

G2 TASK ORDER PROCEDURES

1. General - If this contract contains multiple awardees, the issuance procedures stated herein are applicable.

(a) Work under this contract will be ordered by written Task Order on DD Form 1155 (Order for Supplies or Services) to the contractor by the Contracting Officer/Ordering Officer. For task orders awarded under this contract the terms "Contracting Officer" and "Ordering Officer" are interchangeable and carry the same meaning.

(b) Each award as a result of this solicitation will cite an individual contract number. Individual Task Orders will be placed in a sequential numbering system, which relate back to the basic contract and their assigned Proposed Task Order (PTO) Number.

(c) The Government will not be obligated to reimburse the contractor for work performed, items delivered, or any costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a duly executed Task Orders.

(d) Task Orders will be firm fixed price and clearly define the specific services to be performed or the performance desired. Each Task Order will contain applicable clauses and provisions. Each Task Order shall include as a minimum:

- (1) Date of the order;
- (2) Contract and Task Order number;
- (3) Performance Work Statement and Performance Requirements Summary for performance-based projects, or SOW for non-performance-based projects, including references to applicable specifications, and deliverables;
- (4) The delivery date or period of performance;
- (5) Accounting and appropriation data;
- (6) Price
- (7) The place and manner of inspection and acceptance;
- (8) Any Government-furnished property, material, or facilities to be made available for performance of the order;
- (9) The names, addresses and phone numbers of the applicable Contracting Officer and its representatives, as well as any other necessary points of contact;

(10) Any other information deemed necessary to the performance of the order.

(e) Task orders will be based on a Government developed or an agreed upon (Government and MAC contractors) Performance Work Statement, Statement of Objectives, or Statement of Work.

(f) Task orders may be modified by the Contracting/Ordering Officer. Modifications to task orders will be issued on Standard Form (SF) 30 and will cite the Task Order Number and Contract Number.

(g) Firms are required to contact the Contracting/Ordering Officer within seven (7) days of notification/receipt of an RFP, if a firm cannot participate in the site walk or submit a proposal on a Task Order.

(h) Fair Opportunity to be Considered – The Contracting/Ordering Officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under the resulting contract(s) except as noted under the exceptions.

(i) Upon receipt of the proposals, the Contracting/Ordering Officer and Technical Representatives will review the initial proposals, decide to award without conducting discussions/negotiations or hold discussions with one or more contractors. When discussions/negotiations are conducted, each participating contractor shall be given an opportunity to revise its proposal to reflect any changes that results from the discussions/negotiations. The Contracting Officer will award the task order to the contractor offering the best value to the government, based on either the initial or a revised proposal. Unsuccessful offerors will be notified in writing.

## 2. Requirement for Proposals.

(a) The Government is not obligated to obtain written proposals or hold discussions prior to award of a Task Order. If the Government determines that proposals are necessary, proposals may be submitted in writing or oral form at the discretion of the Contracting/Ordering Officer. Should all proposals contain deficiencies that would preclude awarding the Task Order, discussions will commence to resolve the deficiencies and contractors will be provided an opportunity to submit a final proposal revision.

(b) Technical Proposals, if required, may address one or more of the following factors:

- The contractors technical understanding of the work
- The most efficient and effective plan to accomplish the work
- Rationale for proposed labor and materials
- Sustainable design features
- Optimization

3. Selection Criteria. One or more of the following criteria in addition to Price or Cost may be considered when contractors compete for award of a Task Order:

- (a) Past Performance – Task Order past performance on similar projects on this contract.
- (b) Quality of Proposal
- (c) Ability to Meet Schedule Requirements
- (d) Potential impact on other orders placed with the contractor

## 4. Request for Proposal (RFP) Requirements:

- (a) If a Request for Proposal (RFP) is issued, the request shall include:
  - (1) A description of the specified work required, (including a designation of whether the work is service or construction),
  - (2) The desired delivery schedule,
  - (3) The anticipated performance period and critical milestones,

- (4) The place and manner of inspection and acceptance,
- (5) The basis for award is lowest price, lowest price technically acceptable, or best value.

(6) A phased-based Environmental Cost Element Structure (ECES) Work Breakdown Structure (WBS) breakdown of the contractor's cost proposals may be required on a case-by-case basis for selected Task Orders. This requirement will be specified in the Request for Proposal and may require a cost breakdown to the 3<sup>rd</sup> WBS level. The ECES WBS may be found at Internet address: [www.em.doe.gov/aceteam](http://www.em.doe.gov/aceteam). In addition, the Contracting/Ordering Officer may designate which WBS items are to be used by the contractors in their proposal.

(7) Any other pertinent information (such as applicable Davis-Bacon Act wage determinations, Performance and payment bonds).

(b) Proposal - The contractor shall, within the time specified in the task order or RFP, provide an original and copies (as determined), to the Contracting/Ordering Officer with:

- (1) Price,
- (2) Proposed schedule for completing the contract task order,
- (3) Other information as requested in the RFP.

(c) Discussions/Negotiations - Upon receipt of the proposal, the Contract Specialist and Remedial Project Manager (RPM), as needed, will review the proposal to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and/or revise the proposed order estimate, and effect whatever internal review processes are required.

(d) Award - Upon completion of this process, the Contracting/Ordering Officer shall execute a task order issued on a DD Form 1155 and forward it to the contractor (Facsimile or email transmission signatures may be utilized). Only upon receipt of such an executed order, signed by the Contracting/Ordering Officer, shall the contractor commence work.

NOTE: In accordance with FAR 52.228-15, Performance and Payment Bonds will be required for construction task orders. Bonds shall be submitted for approval to the Contracting Officer within 15 days of award of the task order (unless otherwise stipulated on the individual task). Commencement of construction is contingent upon approval of the required bonds.

### G-3 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS

(a) Issuance of Task Orders is limited to those awardees under the resulting EMAC contract. All awardees will be given a fair opportunity to be considered for each Task Order in excess of \$3,000 pursuant to the procedures established in this clause, unless the Contracting/Ordering Officer determines that

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used in awarding individual orders, multiple award Contractors will be provided a fair opportunity to be considered for each task order in accordance with FAR 16.505. The following procedures will be used by the Contracting Officer to ensure fair opportunity to be considered in the placement of task orders. The Government performs an analysis of factors identified below to determine the contractor that provides the best value to the Government. Contractor selection will be based on an integrated assessment of all the consideration factors. The following factors will be used.

- (1) Specific technical and/or management capabilities

- (2) Proximity to the proposed work site
- (3) Availability of labor and resources
- (4) Contractor performance on prior Task Orders
  - 1 Cost/ Cost Control
  - 2 Quality of work
  - 3 Customer Satisfaction
  - 4 Compliance with law/regulation (e.g. local preference)
  - 5 Schedule driver (regulatory, risk, reuse, obligation rates)
  - 6 Capacity to obtain bonding and/or insurance (if applicable)
- (5) Cost or Price

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 110-181), a protest is not authorized in connection with the issuance or proposed issuance of a Task Order except for:

- (a) a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued; or
- (b) a protest of an order valued in excess of \$10,000,000.

(d) For this contract, the designated Task Order ombudsman is the Commanding Officer, NAVFAC SW, 1220 Pacific Highway, San Diego, CA 92132 for telephone (619) 532-2317. The Task Order ombudsman is responsible for reviewing complaints from multiple award Contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for Task Orders in excess of \$3,000, 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.

(e) This clause does not guarantee the Contractor issuance of any Task Orders above the minimum guarantee stated in this contract.

#### G4 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)

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

#### G5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

If a COR is designated, the Contracting Officer upon contract award will appoint the individual in writing.

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

The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact. However, a Navy Technical Representative (NTR) may be assigned by the Contracting Officer to assist the COR in executing inspection and monitoring duties wherein the surveillance and monitoring burden of the contract is significant. The NTRs will be set forth on individual task orders, as required.

The Contracting Officer may also appoint, in writing, an alternate COR to perform the responsibilities and functions of the COR.

#### G6 TECHNICAL DIRECTION

(a) As provided by the contract provision, "CONTRACTING OFFICER'S REPRESENTATIVE (COR)," performance of work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Performance Work Statement, Statement of Objectives, or Statement of Work of the task order.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the Changes Clause;
- (3) In any manner causes an increase or decrease in the total estimated cost, Award Fee, or the time required for task order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the task order;
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
- (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in this contract.

(c) All technical direction shall be issued in writing by the COR or Contracting Officer.

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

#### G7 STAFFING/PHASE-IN

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

#### G8 INVOICING INSTRUCTIONS

Additional invoicing instructions, if required, will be provided at the task order level. All invoices will be processed through Wide Area Work Flow (WAWF) pursuant to DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Jun 2012). Specific instructions will be provided in the task orders pursuant to DFARS 252.232-7006 WAWF Payment Instructions (May 2013).

## Section H - Special Contract Requirements

SECTION HSECTION HH1 PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION TASK ORDERS

Contract FAR Clause 52.228-15 Performance and Payment Bonds (Oct 2010) applies to all Construction Task Orders. Applicable Davis Bacon Wage Determination(s) will be specified in the Task Order RFP. The contractor(s) will be responsible for obtaining the applicable Davis-Bacon Wage Determination(s) at <http://www.dol.gov/>.

H2 HOLIDAYS

- (a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Last Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

- (b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.
- (c) If the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

H3 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, the authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer. In accordance with FAR 52.243-7, "Notification of Changes," the contractor shall promptly notify the Contracting Officer when he receives any direction he believes to be a change to the originally negotiated scope of the contract task order.

#### H4 MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of the Indefinite Quantity clause of Section I, the contract minimum quantity is \$5,000. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of Section I, clause FAR 52.249-2 "Termination for the Convenience of the Government (Fixed-Price) (Apr 2012)" shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for by formal modification to the contract.

#### H5 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY

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

#### H6 SECURITY WARNING

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

NOTE: The prospective contractor's attention is particularly invited to FAR 52.204-2 entitled "Security Requirements."

#### H4 SERVICE CONTRACT LABOR STANDARDS AND WAGE RATE REQUIREMENTS (CONSTRUCTION) (FORMERLY SCA AND DBA WAGES)

The Service Contract Labor Standards Wage Determination's applicable to this solicitation are noted in Section J, Attachment J2. The Wage Rate Requirements (Construction) when applicable will be incorporated in the task order Request For Proposal (RFP).

#### H8 DIRECTIVES

Applicable directives, instructions, and regulations are listed in Section C. This list is not all inclusive.

#### H9 REQUIRED INSURANCE

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

#### COVERAGE

Comprehensive General Liability: \$500,000

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.

Workmen's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

Other as required by state law.

- (b) Above insurance coverage are to extend to Contractor personnel operating Government owned equipment and vehicles.
- (c) The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

H10 NFAS 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I  
(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.
- (b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.
- (c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.
- (d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.
- (e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the

Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- (f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f).

#### H11 NFAS 5252.222-9305 WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994)

Regardless of any individual employee's normally assigned category of labor, the functions being performed by that individual during any period of work at a specific site shall determine the rate to be paid for that employee (e.g., a Chemist who is performing the duties of a Technician, Level 1, shall be charged at the fixed rate for a Technician, Level 1, during the period of time he or she is performing those duties).

#### H12 STRIKE CONTINGENCY PLAN

Within 15 working days after award, the Contractor shall prepare and submit to the Contracting Officer or his designated representative for approval, a detailed contingency plan for performing the contract requirements in the event of a work disruption or stoppage by Contractor employees.

#### H13 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.

#### H14 EXPERT TESTIMONY SERVICES

(a) During or subsequent to the performance of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site-specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Such efforts shall be considered within the scope of this contract if expert testimony is required during the performance period of the contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the Contractor took at the site.

(b) In the event such services are required after the performance period of this contract, the Contractor agrees to make available expert testimony services in support of such future proceedings. The Contractor further agrees to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this contract to provide future expert consulting services. These future expert-consulting services would be provided by a separate negotiated procurement action instituted

with the Contractor.

#### H15 INDEMNIFICATION

As of the date of contract execution, the Contractor will not be indemnified for third party liability. If the Navy changes its policy to indemnify Contractors for third party liability on hazardous waste contracts of this type, such policy will apply to this contract. An equitable adjustment shall be negotiated in exchange for the inclusion of such indemnification.

#### H16 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer. The equipment is subject to the provisions of FAR 52.245-1, "Government Property (Apr 2012)," incorporated by reference in Section I.

#### H17 SPECIAL PATENT REPORTING REQUIREMENTS

In order to avoid, mitigate or neutralize an actual or potential conflict of interest, the Contractor shall notify the Contracting Officer, in writing, of the intent to use corporate patents or other proprietary technologies unique to the Contractor for use in remedial design and/or remedial action within ten (10) calendar days of the issuance of the CTO or before work commences.

#### H18 MUNITIONS RESPONSE

- (a) Prior to commencing work involving munitions and explosives of concern (MEC) or any material or item with the potential to explode, the contractor shall develop and implement a specific plan in order to assure hazards are identified and appropriate precautions take place in order to avoid preventable mishaps. Work must be performed in a manner consistent with appropriate Department of Defense, Navy, or other guidance whether stated in this section or not.
- (b) Applicable definitions are as follows:

Military Munitions. Military munitions means all ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy, and the National Guard. The term includes confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical, and riot control agents, smokes, and incendiaries, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunitions, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof.

The term does not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components, except that the term does not include non-nuclear components of nuclear devices that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954 (42 U.S.C. 2011 et seq.) have been completed (10 U.S.C. 2710).

Munitions Constituents (MC). Any materials originating from unexploded ordnance, discarded military munitions, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions (10 U.S.C. 2710).

Munitions and Explosives of Concern (MEC). MEC are any of the following:

- (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710(e)(9);
- (2) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710(e)(2); or
- (3) Explosive munitions constituents (e.g. TNT, RDX) present in high enough concentrations to pose an explosive hazard.

Munitions Response. DoD response actions (removal or remedial) to investigate and address the explosives safety, human health, or environmental risks presented by MEC and munitions constituents (MC). (The response could be as simple as a notification to the community with an education program about the hazards posed by military munitions and how to avoid them, or as complicated as long-term response action involving sophisticated technology, specialized expertise, and significant resources.)

Unexploded Ordnance (UXO). Military munitions that –

- (1) have been primed, fused, armed, or otherwise prepared for action;
  - (2) have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and
  - (3) remain unexploded either by malfunction, design, or any other cause (10 U.S.C. 2710)
- (c) Guidance and regulations for work involving MEC or any material or item with the potential to explode, may include but are not limited to the most current version of the following:
- (1) DEPARTMENT OF THE NAVY, Navy documents on explosives safety are available by contacting the Navy Ordnance Safety and Security Activity at <https://intranet.nossa.navsea.navy.mil/default.asp>. Navy Directives, including OPNAV Instructions, are available at <http://neds.nebt.daps.mil/>.
    - (i) NAVSEA OP 5 – Ammunition and Explosive Ashore: Safety regulations for Handling Storage Production, Renovation and Shipping. It is the policy of the Department of Navy to maintain an effective and aggressive ordnance safety program throughout the Department. Adherence to the instructions and regulations contained in NAVSEA OP5, “Ammunition and Explosives Safety Ashore” will provide a continuing, aggressive accident prevention program throughout all commands where military or civilian personnel are stationed or employed and ordnance equipment, ammunition, and explosives are used.
    - (ii) OPNAV INSTRUCTION 3500.39 Series, Operational Risk Management (ORM). ORM is a method for identifying hazards, assessing risks and implementing controls to reduce the risk associated with any operation.
    - (iii) OPNAV INSTRUCTION 5090.1 Series, - Navy Environmental Natural Resources Program Manual. This manual provides Navy policy, identifies key statutory and regulatory requirements, and assigns responsibility for management of Navy programs for: a) cleanup of waste disposal sites, b) compliance with current conservation of natural resources, d) pollution prevention, and e) technology.
    - (iv) OPNAV INSTRUCTION 5330.13 Series – Department of the Navy Physical Security for Conventional Arms, Ammunitions, and Explosives (AA&E). The intent of this instruction is to outline standards, which will provide adequate protection against loss or theft of AA&E at DON activities and contractor facilities.
    - (v) OPNAV INSTRUCTION 8020.14 Series – DoN Explosives Safety Policy (latest version). All DoN commands shall establish an Explosive Safety Program as described in the enclosed DoN Explosive Safety Policy Manual.
    - (vi) SECNAVINST 5100.10 Series – Department of the Navy Policy for Safety, Mishap, Prevention. This provides policy for DoN safety, mishap prevention, and occupation health and fire protection programs afloat and ashore.

(2) DEPARTMENT OF DEFENSE. Department of Defense communications and directives are available at <http://www.dtic.mil/whs/directives/>. The website also provides an explanation of the different types of directives, instructions and publications and explanation of purpose of each.

- (i) DoD 4145.26-M, DoD Contractors' Safety Manual for Ammunition and Explosives. This Manual is issued under the authority of, and in accordance with, DoD Instruction 4145.26, "DoD Contractors' Safety Requirements for Ammunition and Explosives," April 4, 1996. The Manual provides safety standards common to DoD and private industry ammunition and explosives (A&E) operations and facilities. DoD 6055.9-STD, "DoD Ammunition and Explosives Safety Standards," October 1992, establishes these safety standards and serves as the primary source document from which this unclassified Manual is derived.
- (ii) DoDI 4145.26, DoD Contractor's Safety Requirements for Ammunition and Explosives. This initiative provides uniform baseline safety standards for DoD contractors performing contractual work involving ammunition and explosives. It also authorizes the Military Departments, when contractual work is to be performed at DoD -owned facilities, to apply their own selected ammunition and explosives and other safety standards and procedures to DoD contractors by inclusion within contracts.
- (iii) DoD 4160.21-M Defense Disposal Manual. This manual implements the requirements of the Federal Property Management Regulation (FPMR), and other laws and regulations as appropriate, as they apply to the disposition of excess, surplus, and foreign excess personal property.
- (iv) DoD 4160.21-m-1, DoD Demilitarization Manual. All military items being disposed of must be evaluated for demilitarization requirements and subsequently demilitarized if required. This manual, authorized by DoD 440.1-R, Department of Defense Material Management Regulation, implements the requirements of the disposition of excess, surplus, and foreign excess personal property (FEPP).
- (v) DoD Directive 4715.11, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Within the United States. This directive establishes policy and assigns responsibilities under DoD Directive 4715.1, "Environmental Security" February 24, 1996 and DoD Directive 6055.9, "DoD Explosives Safety Board (DESB) and Component Explosives Safety Responsibilities," July 1996 for (1) sustainable use and management of DoD's active and inactive ranges located within the United States, and (2) the protection of DoD personnel and the public from explosives hazards on DoD's active and inactive ranges located within the United States.
- (vi) DoD Directive 4715.12, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Located Outside the United States. This Directive establishes policy and assigns responsibilities under DoD Instruction 60.55.14, "Unexploded Ordnance (UXO) Safety on Ranges," January 23, 1998 (hereby canceled), and DoD Directive 4715.1, "Environmental Security," February 24, 1996 for (1) sustainable use and management of DoD's active and inactive ranges located outside the United States, and (2) the protection of DoD personnel and the public from explosives hazards on DoD's active and inactive ranges located outside the United States.
- (vii) DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives. This manual is reissued under the authority of DoD Directive 5100.76, "Physical Security Review Board," dated February 10, 1981. It provides physical security guidance for the protection of DoD sensitive conventional arms, ammunition and explosives (AA&E).
- (viii) DoD 605539-STD – DoD Ammunition and Explosives Safety Standards. This Standard establishes uniform safety standards applicable to ammunition and explosives, to associated personnel and property, and to unrelated personnel and property exposed to the potential damaging effects of an accident involving ammunition and explosives during their development, manufacturing, testing, transportation, handling, storage, maintenance, demilitarization, and disposal.

- (d) For work performed on property owned by non-Navy entities, the appropriate service-level publication should be followed. DoD level guidance must be followed for work performed on any property under this contract. If work is being performed at a property not owned by the Navy, refer to <http://locks.nfesc.navy.mil/DirGuidance.htm> for physical security guidance.
- (e) Under no circumstances, should UXO be cut with a torch during demilitarization or salvage operations.
- (f) All hazards associated with work involving MEC or any material or item with potential to explode must be addressed in the work plan. This includes identifying procedures and mechanisms to assure protection of all subcontractors, site visitors, and any person potentially exposed to an explosive hazard.
- (g) All personnel that handle munitions residue shall attend a stand-down conducted by the contractor to review procedures involved with the inert certification and disposal of munitions residues.

#### H19 FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will—
  - (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
  - (2) Avoid interruptions of Government operations and delays in project completion dates; and
  - (3) Control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—
  - (1) Provide appropriate safety barricades, signs, and signal lights;
  - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910;and
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

#### H19 SECURITY REQUIREMENTS

- (a) Contractor employees working under this contract who will perform work on this contract shall be subject to security screening requirements. Contractors are responsible for performing background checks and for screening unacceptable candidates from the pool of workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.
- (b) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on this contract. A background check should be performed prior to the employee beginning work under this contract. Background check should cover the following:
  - (1) National criminal and civil records;
  - (2) Credit Report;
  - (3) Social security number trace;
  - (4) Verification of US Citizenship or legal resident status;
  - (5) Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
  - (6) Professional license and certification verification.

## H20 IDENTIFICATION BADGES AND INSTALLATION ACCESS

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). Additional processes may be applicable to individual installations. Firms shall immediately report instances of lost or stolen badges to the Contracting Officer.

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

## H21 PERFORMANCE EVALUATIONS

Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website <http://www.cpars.gov/>. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the government in the appropriate system. It is the contractor's responsibility to keep this contact information current.

### REPORTING REQUIREMENTS:

- \$30,000 and above A-E (all terminations for default regardless of dollar amount)
- \$650,000 and above Construction (all terminations for default regardless of dollar amount)
- Above \$1,000,000 Facility Support Services, Service, and IT (all terminations for default regardless of dollar amount)
- Above the Simplified Acquisition Threshold (SAT) all other contracts

## H22 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Statutes and Executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, this contract requires the use of E-Verify which provides an Internet-based means of verifying employment eligibility of workers employed in the United States, but is not a substitute for any other employment eligibility verification requirements.

## H23 CONTRACTOR/CUSTOMER OWNED HAZARDOUS MATERIAL

DOD and Navy regulations and policy require organizations to reduce the amount of hazardous material (HM) procured, stocked, distributed, and eventually disposed of as waste. This policy also requires HM available within the U.S. Navy supply system to be used to the maximum extent possible.

To help achieve these requirements and specific reduction goals, the implementation of Consolidated Hazardous Material Reutilization and Inventory Management Program (CHRIMP) has been mandated by OPNAVINST 5090.1B and COMNAVREGSWINST 5090.4. CHRIMP is designed to significantly reduce HM and associated hazardous waste (HW) by using a centralized control and inventory management point, thereby lowering the cost of procuring, stocking, and distributing HM and resulting in less HW disposal, increased personnel and environmental protection, and reduced potential liabilities.

Contractor shall only order those hazardous materials (HM) that are listed on the Regional Authorized Use List (AUL). If the contractor needs to order any item that is not listed on the AUL, the Contractor shall submit an Authorization Request Form and MSDS for an addition to the AUL through the HAZMINCEN at that particular activity. The Contractor shall not order any such item until receiving written approval from the HAZMINCEN Director for an addition to the AUL, this does not relieve the Contractor from performance of work. The Contractor shall not receive any hazardous material without a Material Safety Data Sheet (MSDS).

The following are contractor options for hazardous material management:

1. The contractor performing work within the Region shall provide the HAZMINCEN with an inventory and location of HM being used during contract performance. Include HM Management and reporting as a Quality Assurance Plan requirement.
2. Contractors can enter into a contractual agreement with the HAZMINCEN Director for the procurement, staging, handling and delivery of their hazardous material through the HAZMINCENs.

Contractors are required to turn in excess HM to the activities HAZMINCEN. HAZMINCEN personnel will examine the excess HM, determine if the unused portion can be retained for reuse by another customer, recycled, or disposed of as hazardous waste via the appropriate Public Works Center (PWC) or Defense Reutilization Marketing Office (DRMO).

Regulatory requirements:

Executive Order (EO) 13148  
OPNAVINST 5100.23F  
OPNAVINST 5090.1B  
COMNAVREGSWINST 5090.4

#### H24 NMCARS 5237.102, (90) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REQUIREMENTS

(a) The following information pertains: 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>.

#### H25 SAFETY REPORTING REQUIREMENTS

Firms shall ensure compliance with Safety reporting requirements defined in the contract, EM385-1, and Unified Facilities Guide Specifications 01 35 26. The following NAVFAC reports shall be submitted on a monthly basis:

- 1) Contractor Safety Self-Evaluation Checklist, Section J, Attachment A
- 2) Monthly Exposure Report, Section J, Attachment B

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2013-O0014)	SEP 2013
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
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	MAY 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014

52.225-11	Buy American--Construction Materials Under Trade Agreements	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	JAN 2012
52.228-14	Irrevocable Letter of Credit	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 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
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-10	Operations and Storage Areas	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-3	Continuity Of Services	JAN 1991
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.204-7004	Alt A System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation 2013-O0014)	SEP 2013
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.209-9300	Organizational Conflicts of Interest	JUN 1994

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

Postconsumer fiber means—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **TO BE SPECIFIED AT THE TASK ORDER LEVEL** (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than . \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount noted in the table below for each calendar day of delay until the work is completed or accepted.

Project Cost	Estimated Liquidated Damages Per Calendar Day
\$2,000 - 25,000	\$80
\$25,000 - 50,000	\$110
\$50,000 - 100,000	\$140
\$100,000 - 500,000	\$200
Each Additional \$100,000 - add \$50	

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 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 contract award through contraction 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 **\$500,000** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$10,000,000** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$10,000,000** (insert dollar figure or quantity); 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 **7** 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 contract completion**.

(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 within 30 days.

(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 within 5 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

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

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

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

<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
<b>See table below</b>	<b>6.9%</b>

<b>COUNTY</b>	<b>MINORITY PARTICIPATION (%)</b>
<b>ALASKA</b>	
<b>ANCHORAGE</b>	<b>8.7</b>
<b>ALEUTIAN ISLANDS DIVISION ; ANGOON DIVISION ;</b>	

<b>BARROW-NORTH SLOPE DIVISION ; BETHEL DIVISION ; BRISTOL BAY BOROUGH ; BRISTOL BAY DIVISION ; CORDOVA MCCARTHY DIVISION ; FAIRBANKS DIVISION ; HAINES DIVISION ; JUNEAU DIVISION ; KENAI-COOK INLET DIVISION ; KTCHIKAN DIVISION ; KOBUK DIVISION ; KODIAK DIVISION ; KWSKOKWIN DIVISION ; MATANSUSKA-SUSITNA DIVISION ; NOME DIVISION ; OUTER KETCHIKAN DIVISION ; PRINCE OF WALES DIVISION ; SEWARD DIVISION ; SITKA DIVISION ; SKAGAWAY-YAKUTAT DIVISION ; SOUTHEAST FAIRBANKS DIVISION ; UPPER YUKON DIVISION ; VALDEZ-CITINA-WHITTIER DIVISION ; WADE HAMPTON DIVISION ; WRANGELL-PETERSBURG DIVISION ; YUKON- KOYUKUK DIVISION</b>	<b>15.1</b>
<b><u>ARIZONA</u></b>	
<b>PIMA</b>	<b>24.1</b>
<b>COCHISE ; GRAHAM ; GREENLEE ; SANTA CRUZ</b>	<b>27.0</b>
<b>MARICOPA</b>	<b>15.8</b>
<b>APACHE ; COCONINO ; GILA ; MOHAVE ; NAVAJOJ ; PINAL ; YAVAPAI ; YUMA</b>	<b>19.6</b>
<b><u>CALIFORNIA</u></b>	
<b>LASSEN; MODOC; PLUMAS; SHASTA; SISKIYOU; TEHAMA</b>	<b>6.8</b>
<b>DEL NORTE; HUMBOLDT; TRINITY</b>	<b>6.6</b>
<b>MONTEREY</b>	<b>28.9</b>
<b>ALAMEDA; CONTRA COSTA; MARIN; SAN FRANCISCO; SAN MATEO</b>	<b>25.6</b>
<b>SANTA CLARA</b>	<b>19.6</b>
<b>SANTA CRUZ</b>	<b>14.9</b>
<b>SONOMA</b>	<b>9.1</b>
<b>NAPA; SOLANO</b>	<b>17.1</b>
<b>LAKE; MENDOCINO; SAN BENITO</b>	<b>23.2</b>
<b>PLACER; SCRAMENTO; YOLO</b>	<b>16.1</b>
<b>BUTTE; COLUSA; EL DORADO; GLENN; NEVADA; SIERRA; SUTTER; YUBA</b>	<b>14.3</b>
<b>STANISLAUS</b>	<b>12.3</b>
<b>SAN JOAQUIN</b>	<b>24.3</b>
<b>A;PINE; AMADOR; CALAVERAS; MARIPOSA; MERCED; TUOLUMNE</b>	<b>19.8</b>
<b>KENT</b>	<b>19.1</b>
<b>FRESNO</b>	<b>26.1</b>
<b>KINGS; MADERA; TULARE</b>	<b>23.6</b>
<b>ORANGE</b>	<b>11.9</b>
<b>LOS ANGELES</b>	<b>28.3</b>
<b>VENTURA</b>	<b>21.5</b>
<b>RIVERSIDE; SAN BERNADINO</b>	<b>19.0</b>
<b>SANTA BARBARA</b>	<b>19.7</b>
<b>INYO; MONO; SAN LUIS OBISPO</b>	<b>24.6</b>
<b>SAN DIEGO</b>	<b>16.9</b>
<b>IMPERIAL</b>	<b>16.2</b>

<b>COLORADO</b>	
<b>DENVER-BOULDER</b>	<b>13.8</b>
<b>FORT COLLINS</b>	<b>6.9</b>
<b>GREELY</b>	<b>13.1</b>
<b>CHEYENNE, CLEAR CREEK, ELBERT GRAND, KIT CARSON, LOGAN</b>	<b>12.8</b>
<b>COLORADIO SPRINGS</b>	<b>10.9</b>
<b>PUEBLO</b>	<b>27.5</b>
<b>BACA, BENT, CHAFFEE, CONEJOS, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, LINCOLN, MINERAL, OTERO, POWERS, RIO GRANDE, SAGUACHE</b>	<b>19.0</b>
<b>ARCHULETA, DELTA, DOLORES, EAGLE, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MESA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN, SAN MIGUEL, GRAND, SAN JUAN</b>	<b>10.2</b>
<b>NEVADA</b>	
<b>CLARK</b>	<b>13.9</b>
<b>ESMERALDA; LINCOLN; NYE; UT BEAVER; UT GARFIELD; UT IRON; UT KANE; UT WASHINGTON</b>	<b>12.6</b>
<b>WASHOE</b>	<b>8.2</b>
<b>CHURCHILL; DOUGLAS; ELKO; EUREKA; HUMBOLDT; LANDER; LYON; MINERAL; PERSHING; STOREY; WHITE PINE; CARSON CITY</b>	<b>9.2</b>
<b>NEW MEXICO</b>	
<b>BERNALILLO; SANDOVAL</b>	<b>38.3</b>
<b>CITRON; COLFAX; DE BACA; GUADALUPE; SAN JUAN; SAN MIGUEL; SANTA FE; SOCORRO; TAOS; TORRANCE; VALENCIA</b>	<b>45.9</b>
<b>OREGON</b>	
<b>CLACKAMAS ; MUITNOMAH ; WASHINGTON ; CLARK</b>	<b>4.5</b>
<b>MARION; POLK</b>	<b>2.9</b>
<b>BENTON ; CLATSOP ; COLUMBIA ; CROOK ; DESCHUTES ; HOOD RIVER ; JEFFERSON ; LINCOLN ; LINN ; SHERMAN ; TILLAMMOK ; WASCO ; YAMHILL ; WA COWLITZ ; WA KLICKITAT ; WA SKAMANIA ; WA WAHAKIAKUM</b>	<b>2.9</b>
<b>LANE</b>	<b>2.4</b>
<b>COOS ; CURRY ; DOUGLAS ; JACKSON ; JOSEPHINE ; KLAMATH ; LAKE</b>	<b>2.4</b>
<b>UTAH</b>	
<b>UTAH</b>	<b>2.4</b>
<b>DAVIS ; SALT LAKE ; TOOLE ; WEBER</b>	<b>6.0</b>
<b>ID BEAR LAKE ; ID FRANKLIN ; ID ONEIDA ; BOX ELDER ; CACHE ; CARBON ; DAGGETT ; DUCHESNE ; EMERY ; JUAB ; MILLARD ; MORGAN ; PIUTE ; RICH ; SANPETE ; SEVIER ; SUMMIT ; UINTAH ; WASATCH ; WAYNE ; WY LINCOLN ; WY SUBLETTE ; WY SWEETWATER ; WY UINTA</b>	<b>5.1</b>

<b>WASHINGTON</b>	
<b>SPOKANE</b>	<b>2.8</b>
<b>ID BENEWAH ; ID BONNER ; ID BOUNDARY ; ID CLEARWATER ; ID IDAHO ; ID KOOTENA ; ID LATAH ; ID LEWIS ; ID NEZ PERCE ; ID SHOSHONE ; WA ADAMS ; WA ASOTIN ; WA COLUMBIA ; WA FERRY ; WA GARFIELD ; WA LINCOLN ; WA PEND ORELLE ; WA STEVENS ; WA WHITMAN</b>	<b>3.0</b>
<b>BENTON ; FRANKLIN</b>	<b>5.4</b>
<b>OR BAKER ; OR GILLIAM ; OR GRANT ; OR MORROW ; OR UMATILLA ; OR UNION ; OR WALLOWA ; OR WHEELER ; WA WALLA WALLA</b>	<b>3.8</b>
<b>YAKIMA</b>	<b>9.7</b>
<b>CHELAN ; DOUGLAS ; GRANT ; KITTITAS ; OKANOGAN</b>	<b>7.2</b>
<b>KING ; SNOHOMISH</b>	<b>7.2</b>
<b>PIERCE</b>	<b>6.2</b>
<b>CLALLARN ; GRAYS HARBOR ; ISLAND ; JEFFERSON ; KITSAP ; LEWIS ; MASON ; PACIFIC ; SAN JUAN ; SKAQIL ; THURSTON ; WHATCOM</b>	<b>6.1</b>

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is those states and counties noted in the table above.

(End of provision)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

Program Manager	\$74.97	Quality Control	\$48.55
Project Manager	\$57.46	Contract Manager	\$55.07
SR Project Engr.	\$63.93	Geologist	\$37.19
Hydrogeologist	\$41.67	Environmental Engr.	\$41.48
Chemist	\$30.16	Biologist	\$30.16
Toxicologist	\$44.04	Technician	\$26.57
Principle Scientist	\$52.05	Principle Engr.	\$61.43
Word Processing	\$19.18	Jr. Scientist	\$26.82
GIS/Data Mgmt.	\$34.63	Procurement	\$30.65

(End of clause)

## 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

**TO BE SPECIFIED IN THE TASK ORDER.**

(End of clause)

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

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

<http://www.arnet.gov/far>

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

<http://acquisition.gov/far/index.mil>

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1--Minimum Security Controls for Safeguarding

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

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BILLING CODE 5001-06-C

Legend:

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

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

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

(i) Data Universal Numbering System (DUNS).

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

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

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

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

(vi) Contract clearance level.

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

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

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

(xii) Description of technical information compromised.

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

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

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

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

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

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

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

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

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

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

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark

attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(6) Executive Order 13222, as extended.

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

**TO BE SPECIFIED IN THE TASK ORDER.**

(End of clause)

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 I ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994) ALTERNATE I (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.

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f).

## 5252.232-9000 Submission Of Invoices (Fixed Price) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

a separate invoice for each activity designated to receive the supplies or services.

a consolidated invoice covering all shipments delivered under an individual order.

either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

#### 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

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

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

## 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

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

Electric - Water - Compressed Air

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

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

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

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

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

## 5252.242-9300 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.

#### 5252.246-9303 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) hours of notice to the Contractor. In the case of other work, corrective action must be completed within (TO BE SPECIFIED AT THE TASK ORDER LEVEL) hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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 (TO BE SPECIFIED AT THE TASK ORDER LEVEL) 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.

#### 5252.246-9304 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

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

## Section J - List of Documents, Exhibits and Other Attachments

SECTION J**SECTION J  
LIST OF ATTACHMENTS**

<b>Attachment Number</b>	<b>Title/Description</b>
J1	Site Visit Directions/Map
J2	Service Contract ACT, Wage Determinations
J3	PTO 0001 Performance Work Statement for Parcel C, Buildings 253 and 211 Radiological Remediation and Support at Hunters Point Naval Shipyard, San Francisco, CA
J4	PTO 0001 Price Proposal Spreadsheet Format (May also be used as template for Technical Approach Breakdown for Factor 4 – PTO 0001 Technical Approach without prices)
J5	General Decision Number: CA150029 dated 6/19/2015, CA29, Building, Heavy (Heavy and Dredging) and Highway
J6	Financial Institution Questionnaire
Attachment A	Contractor Safety Self-Evaluation Checklist
Attachment B	Monthly Exposure Report
Attachment C	Past Performance Questionnaire
Attachment D	Small Business Past Performance
Attachment E	Small Business Subcontracting Plan (Large Business)
Attachment F	Small Business Offeror Small Business Participation Breakdown (Small Business)

**Exhibits**

<b>Exhibits</b>	<b>Title/Description</b>
A	Project Data Sheet

## ATTACHMENT J1

## SITE VISIT DIRECTIONS

Directions to the Crisp Rd. Gate from San Francisco International Airport are:

1. Head east 0.7 mi
2. Merge onto US-101 N via the ramp to San Francisco 7.3 mi
3. Take exit 429B for Third St 0.4 mi
4. Merge onto 3rd St 1.3 mi
5. Turn right at Palou Ave 0.8 mi
6. Slight left at Crisp Rd 0.3 mi

Directions to the Crisp Rd. Gate from Oakland International Airport are:

1. Head southeast on Airport Dr 0.5 mi
2. Slight right to stay on Airport Dr 0.8 mi
3. Continue on 98th Ave 1.0 mi
4. Merge onto I-880 N via the ramp to Oakland 9.5 mi
5. Continue on CA-880 N (signs for I-80/San Francisco)  
Toll road 1.4 mi
6. Merge onto I-80 W  
Partial toll road 7.1 mi
7. Continue on US-101 S 1.0 mi
8. Take the C Chavez St exit 0.2 mi
9. Follow signs for Bayshore Blvd and merge onto Bay Shore Blvd 0.3 mi
10. Slight left to stay on Bay Shore Blvd 0.2 mi
11. Turn left at Oakdale Ave 1.3 mi
12. Turn right at Keith St 272 ft
13. Take the 1st left onto Palou Ave 0.5 mi
14. Slight left at Crisp Rd 0.3 mi

ATTACHMENT J2  
SERVICE CONTRACT ACT  
WAGE DETERMINATIONS

The following SCA Wage Determinations are incorporated into this solicitation and will be updated with each subsequent exercise of option. The incorporated SCA Wage Determination will apply for any task orders negotiated during the applicable period. Davis-Bacon Act (DBA) Wage Determinations will be provided with each Request for Proposal for task orders negotiated under this contract and will be incorporated into the resultant task order.

05-2018 R20	AK, Statewide	12/22/2014
05-2024 R19	AZ, Phoenix - Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai	12/22/2014
05-2026 R18	AZ, Tucson - Cochise, Graham, Greenlee, Pima, Santa Cruz	12/22/2014
05-2028 R18	AZ, Yuma - La Paz, Yuma	12/22/2014
05-2048 R17	CA, Los Angeles/Santa Ana - Los Angeles, Orange	12/22/2014
05-2050 R19	CA, Monterey - Monterey, San Benito	12/22/2014
05-2052 R16	CA, Oakland - Alameda, Contra Costa	12/22/2014
05-2054 R17	CA Riverside - Riverside, San Bernardino	12/22/2014
05-2058 R17	CA, San Diego - Imperial, San Diego	12/22/2014
05-2060 R16	CA, San Francisco - Marin, San Francisco, San Mateo	12/22/2014
05-2072 R18	CA, Ventura County	12/22/2014
05-2334 R19	CA, Lassen, Mono	12/22/2014
05-2332 R17	NV, Las Vegas - Clark, Esmeralda, Lincoln, Nye	12/22/2014
05-2082 R17	CO, Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma	12/22/2014
05-2362 R16	NM, Albuquerque - Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia	12/22/2014
05-2440 R17	Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake Lane, Lincoln, Linn	12/22/2014
05-2442	Portland Oregon, Washington: Oregon Counties	12/22/2014

R16	of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Merion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill Washington, Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum	
05-2532 R16	UT - Statewide	12/22/2014
05-2560 R20	WA, Bremerton - Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason	12/22/2014
05-2562 R19	WA, Island County - Island, San Juan, Skagit	12/22/2014
05-2564 R18	WA, Seattle - King, Snohomish, Whatcom	12/22/2014
05-2570 R17	WA, Yakima - Counties of Benton, Franklin, Walla Walla, Yakima	12/22/2014

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

**ATTACHMENT J3**

PTO 0001  
PERFORMANCE WORK STATEMENT  
FOR PARCEL C, BUILDINGS 253 AND 211  
RADIOLOGICAL REMEDIATION AND SUPPORT  
AT  
HUNTERS POINT NAVAL SHIPYARD

(SEPARATE FILE)

**ATTACHMENT J4**

PTO PRICE PROPOSAL SAMPLE FORMAT

(SEPARATE EXCEL FILE)

**ATTACHMENT J5**

WAGE RATE REQUIREMENTS (CONSTRUCTION)

FORMERLY DAVIS BACON WAGES

GENERAL DECISION NUMBER: CA150029

DATED 6/19/2015, CA29

BUILDING, HEAVY (HEAVY AND DREDGING) AND HIGHWAY

(SEPARATE PDF FILE)

**ATTACHMENT J6**  
FINANCIAL INSTITUTION QUESTIONNAIRE  
(SEPARATE FILE)

**EXHIBIT A**  
PROJECT DATA SHEET  
(SEPARATE FILE)

**ATTACHMENT A**

**CONTRACTOR SAFETY SELF-EVALUATION**

**CHECKLIST**

**(SEPARATE FILE)**

**ATTACHMENT B**  
CONTRACTOR SAFETY  
MONTHLY EXPOSURE REPORT  
(SEPARATE FILE)

**ATTACHMENT C**

**PAST PERFORMANCE QUESTIONNAIRE**

(SEPARATE FILE)

**ATTACHMENT D**

SMALL BUSINESS PAST PERFORMANCE

(COMPLETED BY SMALL BUSINESS OFFERORS, NEWLY ESTABLISHED LARGE BUSINESS OFFERORS, OR LARGE BUSINESS OFFERORS WITH NO PRIOR SF294/ISR HISTORY SHALL COMPLETE THIS FORM)

(SEPARATE FILE)

**ATTACHMENT E**

**SMALL BUSINESS SUBCONTRACTING PLAN**

**(COMPLETED BY LARGE BUSINESS)**

**(SEPARATE FILE)**

**ATTACHMENT F**

SMALL BUSINESS OFFEROR SMALL BUSINESS

PARTICIPATION BREAKDOWN

(COMPLETED BY SMALL BUSINESS)

(SEPARATE FILE)

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

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.209-7	Information Regarding Responsibility Matters	JUL 2013

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

#### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

(     ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

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

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

Person--

(1) Means--

(i) A natural person;

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

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

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

Sensitive technology--

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Funds are not presently available for performance under this contract beyond 30 September 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 30 September 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)

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 2015-00005) (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)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State 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 further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of provision)

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

SECTION L**L1 PRE-PROPOSAL MEETING/SITE VISIT**

- 1) A pre-proposal meeting/site visit for the Proposed Task Order 0001 is scheduled for 30 June 2015 at 10:00 a.m. local time. Firms shall meet at the Crisp Road Gate. See Attachment J1 for directions. All firms interested in attending the site visit must submit the full name of individuals attending by email no later than 25 June 2015 to the point of contact in Clause L2 below. In order to drive on the installation, the driver of each vehicle will be required to provide a valid driver license, current automobile registration and current proof of insurance. The purpose of the site visit/meeting is to help firms gain a better understanding of the objectives of the acquisition. All firms are urged to attend this site visit.
- 2) In order to make the pre-proposal meeting as productive as possible, firms are requested to submit questions in writing via email to the points of contact noted in Clause L2 below as soon as possible. Firms should note that the terms and conditions of the solicitation can only be changed by a formal written amendment to the solicitation.

**L2 INQUIRIES OR QUESTIONS**

Inquiries and questions on this Request for Proposal shall be submitted in writing electronically to the Contracting Officer as follows:

Contracting Officer:	Beatrice Appling
Email:	Beatrice.appling @navy.mil
Phone:	(619) 532-2786
Fax Number:	(619) 532-4185

All inquiries or questions must state the solicitation number, and clearly state the question and reference.

**L3 PROPOSAL SUBMISSION REQUIREMENTS:**

- 1) General: Proposals submitted in response to the solicitation shall be formatted as follows and furnished in the number of copies stated herein. Any proposal submitted that does not conform to the proposal submission requirements will not be considered. Firms shall submit proposals via electronic format on CD-ROM. The acceptable electronic formats for proposals include Adobe PDF 6.0 or later version, and Microsoft Excel 6.0 or later version for Factor 7 – PTO 0001 Price Proposal Attachment J4. All formulas and links to detail worksheets for Attachment J4 (if any) should be intact. **Do not submit Attachment J4 in a PDF format, it must be submitted as an Excel Spreadsheet.**
- 2) Electronic mail proposals are not acceptable. Firms 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 will be rejected.
- 3) Proposal Submission Requirements:
  - a. All proposals (Paper and electronic) shall be labeled with the Volume Number and Title, Solicitation Number, Name, address, phone number, and facsimile number for the offeror.
  - b. The electronic/paper proposals shall be submitted in separate Disks/Binders. The following information shall be included in each Volume (Disk and Binder) and shall be tabbed and labeled accordingly:

VOLUME #1 – TECHNICAL PROPOSAL:Factor 6 – Small Business Utilization

General Information: A cover letter shall accompany the proposal as required by FAR 52.215-01(c)(2), INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. The first page shall include the solicitation number, name, address, telephone number and facsimile number of the offeror. Also include the DUNS number and Cage Code for the Prime Contractor and any proposed subcontractor or team member. This page will not be included in the page count of the proposal.

File naming of proposal information: The file naming convention of Volume 1 – Technical Proposal - shall be as follows:

Sub-Factor 6.A – Past Performance in Utilization of Small Business Concerns:

- Tab 6A – Narrative (as applicable) and Performance Evaluations (SF1420, DD2626, CCASS, CPARS, ACASS etc.)
- Tab 6B – Narrative (as applicable) and Subcontracting Report for Individual Contracts (ISR), SF-294
- Tab 6C – Small Business Past Performance, Attachment D, as applicable
- Tab 6D – Narrative addressing national and industry awards
- Tab 6E – Narrative addressing previous, planned, or pending MPA's
- Tab 6F – Narrative addressing Community Rehabilitation Program (CRP)/National Industry for the Blind (NIB)

Sub-Factor 6.B – Small Business Participation:

- Tab 6G – Narrative on percentage of work by prime and subcontractors
- Tab 6H - Small Business Subcontracting Plan, Attachment E (Large Business)
- Tab 6I - Proposed Subcontracting Participation Breakdown, Attachment F (Small Business)

VOLUME #2 – TECHNICAL PROPOSAL:

General Information: A cover letter shall accompany the proposal as required by FAR 52.215-01(c)(2), INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. The first page shall include the solicitation number, name, address, telephone number and facsimile number of the offeror. This page will not be included in the page count of the proposal.

File naming of proposal information: The file naming convention of Volume 2 – Technical Proposal - shall be as follows:

Factor 1 - Past Performance

- Tab 1A – Attachment C, PPQ or CPARS Evaluation from referenced evaluators for each project submitted for Factor 2 Specialized Experience provided in Exhibit A, Project Data Sheets. PPQs or CPARS evaluations shall be numbered sequentially to correspond with projects under Factor 2.
- Tab 1B – Performance recognition documents, Awards, Award Fee Determinations, and Letters of Recommendation.

Factor 2 – Specialized Experience

Tab 2A - Exhibit A, Project Data Sheets, numbered sequentially and shall correspond to the PPQs or CPARS submitted under Factor 1 (For projects completed or substantially completed within 5 years from RFP closing date).

Factor 3 - Contract Management

Tab 3A – Copy of Nuclear Regulatory Commission (NRC) License and California Agreement State License Radioactive Material License (RML) and JV/LLC Consent Letter (if applicable)

Tab 3B - Management Approach

Tab 3C – Key Personnel Resumes

Tab 3D – Teaming and Partnering Agreements/Joint Venture Team Agreements

Factor 4 - Technical Approach - PTO (0001)

Tab 4A - Project Approach

Tab 4B - Team Organization and Experience

Tab 4C - Conflict of Interest Mitigation Plan

Tab 4D - Local Hiring Plan for BRAC Base

Tab 4E - PTO 0001 Technical Approach Breakdown

Tab 4F – Performance Milestone Schedule

Factor 5 - Safety

Tab 5A - Experience Modification Rate (EMR)

Tab 5B – OSHA /DART

Tab 5C – Technical Approach to Safety

VOLUME #3 – PRICE PROPOSAL:

General Information: A cover letter shall accompany the proposal as required by FAR 52.215-01(c)(2), INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. The first page shall include the solicitation number, name, address, telephone number facsimile number, Dun & Bradstreet Number, Cage Code, and Tax Identification Number (TIN) of the offeror. In addition it shall contain a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices stated for each item. Furthermore, it shall contain the names, titles, and signatures of persons authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. This page will not be included in the page count of the proposal.

File naming of proposal information: The file naming convention of Volume 3 - Cost/Price proposal shall be as follows:

Factor 7 - Price (Proposed Task Order 0001)

Tab 7A - Proposal SF-33

Tab 7B - Section B, CLINs 0001 and 0002

Tab 7C – PTO 0001 Price Proposal Spreadsheet, Attachment J4.

Tab 7D – Bid Guarantee, Performance and Payment Bonds or alternative payment Protection

Tab 7E – Responsibility Determination Documents (Certifications, Financial Questionnaire, and VETS-100)

- 4) Offeror(s) shall submit proposal copies as follows:
- a. Page limits, if stipulated, must be adhered to. Page size shall be 8.5" x 11". Font size shall be 10 point or larger. The page size for Organizational Chart is limited to no larger than 8.5" x 14" with font size less than or greater than 10 point. If the font size for Organizational Chart is less than 10 point, it must be readable or the chart may be deemed unacceptable.
  - b. Volume #1 – Submit (2) two electronic copies and (1) one paper copy of electronic contents in a three ring binder.
  - c. Volume #2 – Submit (6) six electronic copies, and (1) one paper copy of electronic contents in a three ring binder.
  - d. Volume #3 – Submit (2) two electronic copies, and (1) one paper copy of electronic contents in a three ring binder with content as specified, and labeled as stated above.

Proposals shall be delivered to the following address in accordance with the date and time set for receipt of proposals.

NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST  
ENVIRONMENTAL CORE CONTRACTS TEAM  
ATTN: CODE ACQ4, BEATRICE APPLING  
1220 PACIFIC HIGHWAY  
SAN DIEGO, CA 92132

- 5) Proposal Submission Requirements are stated below for all evaluation factors.

#### **FACTOR 1: PAST PERFORMANCE**

Solicitation Submittal Requirements:

- (1) Exhibit A, Project Data Sheets will be used to evaluate Factor 1 – Past Performance and Factor 2 – Specialized Experience. To be considered projects must have been completed or substantially completed (at least 80% complete) within the past five (5) years of the solicitation closing date.
- (2) If a completed CPARS Evaluation is available, it shall be submitted with the proposal for each project included in Factor 2 – Specialized Experience. If there is not a completed CPARS Evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 2 - Specialized Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.
- (3) IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment C), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Beatrice Appling via email at [Beatrice.appling@navy.mil](mailto:Beatrice.appling@navy.mil) prior to the proposal closing date. Offerors

shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

- (4) Also include performance recognition documents received within the last three years of the RFP closing date, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.
- (5) In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.
- (6) 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.
- (7) A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Attachment C.
- (8) Factor 1- Past Performance proposal shall be submitted in Volume #2 – Technical Proposal as follows:

Tab 1A – Attachment C, PPQ or CPARS Evaluation from referenced evaluators for each project submitted under Factor 2 Specialized Experience, Exhibit A, Project Data Sheets. PPQs or CPARS evaluations shall be numbered sequentially to correspond with Exhibit A projects submitted under Factor 2.

Tab 1B – Performance recognition documents, Awards, Award Fee Determinations, and Letters of Recommendation. Tab B is limited to a total of 5 pages.

## **FACTOR 2: SPECIALIZED EXPERIENCE**

### Solicitation Submittal Requirements:

- (1) Offerors shall use Exhibit A, Project Data Sheets to submit projects to be evaluated. Exhibit A submissions for Factor 2 – Specialized Experience shall be sequentially numbered with a Project Number as indicated on the upper right hand corner of the Exhibit A Form. To be considered projects must have been completed or substantially completed (at least 80% complete) within the past five (5) years of the solicitation closing date.
- (2) A project is defined as environmental remediation services under a single task order or single contract. Multiple award and indefinite delivery/indefinite quantity type contracts shall not be submitted as a project; rather offerors shall submit the work performed under a task order as a project.
- (3) Provide a description of your firm's relevant specialized experience in performing the same or similar services as described in Section C, Performance Work Statement of the solicitation. Services include but are not limited to performing radiological investigations, surveys, remediation, implementation of radiological controls, storage and handling of waste materials, performance of on-site radiological surveys, and sampling and analysis. Specify the type of radiological contamination and address your experience in dealing with regulatory agencies. Indicate what type of media the contaminants were involved in, such as

soil, sediments, groundwater, surface water, sludge, air, manmade structures, etc. Also indicate type of facility, such as landfills, hazardous waste treatment storage/disposal facilities, tanks, lagoons, fire-fighting training areas, etc. In addition, identify and briefly describe any Value Engineering Proposals submitted and approved under contracts listed in Exhibit A for Factor 2, and the resulting benefits to the Government.

- (4) Relevant project experience shall be submitted for the Offeror as the Prime Contractor self-performing the work or the Offeror as a Subcontractor self-performing the work. If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the JV entity. If the JV entity does not have shared experience, projects shall be submitted for each JV partner. Offerors who fail to submit experience for all JV partners may be rated lower.
- (5) Projects shall be submitted on Exhibit A, Project Data Sheet and shall provide the contract number, and/or task order number (if applicable), project description, point of contact, phone number, email address, award date, completion date, percentage of completion, and award amount. If this information is not provided for each project submitted, the project will not be considered in the evaluation.
- (6) Factor 2- Specialized Experience proposal shall be submitted in Volume #2 – Technical Proposal as follows:

Tab 2A - Project Data Sheets - Exhibit A submissions shall be limited to 10 Projects and a maximum of 20 pages. Any additional pages shall not be considered during the evaluation process. Projects submitted in Exhibit A for Factors 1 and 2 shall have been completed or substantially completed (at least 80% complete) within the past five (5) years of the RFP closing date. Projects submitted shall include a variety of environmental remediation projects that are the same or similar in scope, size, and complexity to the project work described in Section C of the solicitation.

### **FACTOR 3: CONTRACT MANAGEMENT**

#### Solicitation Submittal Requirements:

- (1) This factor considers the effectiveness of the Offeror's proposed management approach and key personnel to adequately perform the requirements of the resulting contract. Offeror shall describe management approach and as a minimum, shall address the following:

#### Tab 3A – Licenses (Subfactor 3.A)

Provide a copy of the prime contractor's active/unexpired Nuclear Regulatory Commission (NRC) Service Provider License with a License Tracking System Program Code of 03219 and equivalent California Agreement State Radioactive Material License (RML).

Licensee(s) Consent Letter: If an offer is submitted by a Joint Venture (JV) or an LLC, and not all JV Partners/LLC members possess the required NRC Service Provider License and equivalent California Agreement State RML, the offeror must include a letter with its proposal signed by each licensed JV partner/LLC member, that provides consent by the licensee(s) for the use of its (their) license(s) by the other, non-licensed JV partner(s)/LLC member(s). The letter must also include a statement that if the non-licensed member(s) is/are performing work requiring the license, the respective licensee(s) will be accountable for and will provide oversight of the work.

Copies of Licenses and letters shall be submitted under Factor 3, Contract Management technical proposal under Tab 3A and will not count towards the page limitation.

Tab 3B - Management Approach (Subfactor 3.B)

- (1) Program Management: Discuss your proposed program management organizational structure, including organizational relationships with any proposed subcontractors. Present your proposed organizational chart. Indicate to what extent your firm has worked with the proposed subcontractors in the past. In the event that the use of sub-contractor(s) in a “team” approach is proposed, wherein the subcontractor(s) will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, or on a consistent overflow basis, a “team” relationship will be considered. In such instances, the prime contractor shall clearly identify the limits of responsibility for each team subcontractor.
- (2) Contract Management: Discuss your ability to manage performance of multiple projects simultaneously in diverse geographical locations. Discuss your proposed contract management systems. Representative examples might include, but are not limited to, general contract administration, project controls and scheduling, quality control systems, management information systems, and use of electronic and paperless acquisition systems, including dedicated web sites.
- (3) Resources: Discuss your proposed plan for allocating resources under this contract. Describe how you will provide the staffing and equipment needed to perform the resulting contract. Demonstrate the efficiency and cost effectiveness of your plan.

Proposal for Subfactor 3.B. Management Approach shall be submitted under Factor 3, Contract Management technical proposal under Tab 3B.

Tab 3C - Key Personnel (Subfactor 3.C)

- a. Firms will be evaluated based on the qualifications of the proposed key personnel. Offerors shall submit a detailed resume for each key personnel member proposed. The evaluation of key personnel will consider education, professional qualifications, and experience in environmental remediation projects. The minimum qualifications are specified in the solicitation, Section C, Paragraph 1.3.3.
- b. The following positions are considered Key Personnel and Offerors shall submit a detailed resume for each proposed key personnel.

Program Manager  
 Quality Control Manager  
 Procurements/Contract Manager  
 Health and Safety Officer  
 Radiation Safety Officer  
 Task Order Project Managers (Minimum of Three)

NOTE: The proposed Radiation Safety Officer must be identified in the NRC Service Provider License and equivalent California Agreement State RML.

- c. Resumes shall contain the following minimum information to demonstrate that the proposed individuals meet the minimum qualifications specified in Section C of the solicitation.

Name  
 Current Job Title  
 Proposed Position  
 Employment Status – Specify whether the proposed individual is currently employed with the proposed prime contractor/JV entity.  
 Dates and Company Name for Experience with Other Firms  
 Education (Degrees, Year, Specialization)

Active Registration (Professional Registration/Certification); by discipline and state registration number; also, year first registered, expiration date, and discipline  
 Relevant Project Experience and Qualifications

- d. All resumes shall have the signature of the current or prospective employee.

Factor 3 – Contract Management shall be submitted in Volume #2 – Technical Proposal and tabbed accordingly. The page limit for Tabs 3B and 3C combined shall be limited to a maximum total of 15 pages. **Tab 3A** is excluded from the 15-page limit for Factor 3.

Tab 3D – Teaming and Partnering/Joint Venture Agreements:

Joint venture teams shall submit their joint venture agreements with their proposals. Offerors participating in teaming/partnering arrangements for this procurement shall submit their teaming/partnering agreements with their proposal. The agreements shall be signed by the parties and shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind the firm/joint venture/team/partnership. Offerors proposing 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 contribution to the planned arrangement in terms of the type and proportion of work to be performed.

Copies of agreements and letters of commitment shall be submitted with the technical proposal under Tab D and will not count towards the page limitation. Page 1 of Tab D shall be a list of the joint venture parties and/or teaming/partnering parties to include the following information: Company Name, DUNS Number, Cage Code, Address, Point of Contact, Email Address, Phone Number and Fax Number.

**FACTOR 4: TECHNICAL APPROACH - PROPOSED TASK ORDER 0001**

- (i) Solicitation Submittal Requirements:

Offerors shall provide information requested in this section which shall be used to evaluate the technical approach for PTO 0001. The offeror's proposal shall describe the engineering and management approach to accomplish the objectives of PTO 0001. The proposal for Factor 4 shall be tabbed accordingly and as a minimum shall address the following:

Tab 4A – Project Approach

- (1) Provide a narrative describing your technical approach to completing PTO 0001 that will be utilized to create the result that meets or exceeds performance objectives.
- (2) Describe your implementation plan for PTO 0001. Describe how plans will be transformed into work-in-place, including supervisory controls of the labor force (including subcontractor personnel), enforcement of safety standards, workmanship, and the overall standards of the workplace.
- (3) Describe your technical approach to completion. Final inspection, testing, punch list items, final clean up and turnover should be described and explained.
- (4) Describe your plan for working with appropriate regulatory agencies and obtaining joint regulatory approval of the proposed technical approach.
- (5) Describe any difficult and challenging special issues, and your planned approach to successfully handling them.

Tab 4B - Team Organization and Experience

The task order management approach shall address quality control procedures, evidence of the firm's knowledge of applicable regulatory requirements, and a staffing plan for PTO 0001. The management approach shall also address how costs will be effectively managed.

- (1) Describe your organization for this specific job with lines of authority for PTO 0001 to include an organizational chart. Provide a Personnel Table containing a brief description for each position indicated in the organizational chart including the individual's name, years in the industry, years with the firm, level of education/and or journeyman-ship, and license or certification if applicable.
- (2) Provide a resume for the PTO 0001 positions of Project Manager, Senior Project Health Physicist, Health Physics Field Supervisor, and the Site Radiation Safety Officer (named on the license). Minimum qualifications are specified in Section C, Paragraph 1.3.5.
- (3) Describe the quality control procedures/program that will be used to ensure submittals are approved in a timely manner, and that only approved materials are incorporated into the work. Also describe quality control for field oversight, process and approval authority, testing and other similar procedures.
- (4) Describe the site health and safety program for PTO 0001 that will apply to prime and subcontractor personnel. Identify who will be responsible for developing the site specific health and safety plan, their experience, training, and line of authority.

Tab 4C – Conflict of Interest Mitigation Plan:

Firms will be evaluated for any potential organizational conflicts of interest that may prohibit performance of PTO 0001. If an offeror or any of its proposed team members prepared or participated in the preparation of the design or drafting of the specification/performance work statement for the PTO 0001, the offeror may be considered ineligible for award of that task order. If a firm believes that a potential conflict of interest may exist, the firm should submit as part of its proposal, a mitigation/contingency plan to address how the firm will resolve conflicts of interest in relationship to performance of PTO 0001. If there are no perceived conflicts of interest, the firm shall certify to the best of the firm's knowledge that no conflict of interests exists.

Firms shall provide information pertaining to organizational conflicts of interest and compliance with solicitation Clause H11, NFAS 5252.209-9300 Organizational Conflict of Interest (Alternate I). Responses to Clause H11 shall be limited to five pages in length; these five pages will not be counted towards the page limitation of Factor 4.

The organizational conflicts of interest information and explanation shall be submitted in the technical proposal, under Tab C, titled "Organizational Conflicts of Interest/Mitigation Plan."

**NOTE: This acquisition may give rise to an organizational conflict of interest (OCI). As such, the Government may communicate with any Offeror at any time during the evaluation process concerning its OCI and/or mitigation plan. If the Offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its proposed resolution/mitigation plan is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest.**

Tab 4D – Local Hiring Plan for BRAC Bases (DFARS 226.7104):

Provide your Local Hiring Plan that will be implemented for PTO 0001. The proposed plan shall demonstrate commitment to hiring residents within the vicinity of the Hunters Point Shipyard to the maximum practicable opportunity. The offeror's Local Hiring Plan shall provide the following information:

- (1) The proposed level of participation by local small and disadvantaged businesses (in terms of both percentages and dollar value);
- (2) The trade or type of work to be performed by local firms;
- (3) Identify the firm by name in the proposed local hiring plan and the extent of commitment to use these specifically identified local (8(a), SDB, HUBZONE, SDVOSB) firms.

Tab 4E – PTO 0001 Technical Approach Breakdown:

Provide a detailed technical approach breakdown proposal by tasks, level of effort and resources that demonstrate your understanding and analysis of the project work requirements. This technical approach breakdown shall include labor discipline, man hours, material, and equipment for prime and any proposed subcontractors. The detailed technical approach breakdown shall be submitted in an Excel Spreadsheet. Use Attachment J4 as template, but do not include any pricing information. The technical approach breakdown will be used to validate your understanding of the PTO 0001 technical requirements. Do not include rates, costs, or prices with your detailed technical approach breakdown. Proposals that contain labor rates, costs, and or prices in the technical approach breakdown will be rated as unacceptable and deemed ineligible for award.

Note: For purposes of consistency and assurance that all technical requirements have been included in the price proposal under Factor 7, an identical copy of this technical approach breakdown proposal shall be submitted under Factor 7 – Price and shall include all associated costs and total price details.

Tab 4F – PTO 0001 Performance Milestone Schedule:

Provide a Performance Milestone Schedule that demonstrates understanding of objectives and challenges to successful performance with a target completion date not greater than twenty-four (24) months from date of award.

Submissions for Factor 4, Technical Approach (PTO 0001) proposal Tab 4A, Project Approach, Tab 4B, Team Organization Experience, Tab 4D, Local Hiring Plan, Tab 4E, Technical Approach Breakdown Plan, and Tab 4F, Performance Milestone Schedule combined shall be limited to a maximum total of 15 pages. Submissions for Tab 4C – Conflict of Interest Mitigation Plan will not count towards the page limitation.

**FACTOR 5: SAFETY**

## (i) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

- (1) **TAB 5A** - Experience Modification Rate (EMR): For the three previous complete calendar years (2012, 2013, and 2014), submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

- (2) **TAB 5B** - OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years (2012, 2013, 2014), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.
- (3) **TAB 5C** - Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

Submission for Factor 5, Safety shall be submitted in Volume #2 of the technical proposal and tabbed accordingly. Tab 5A - EMR and Tab 5B - OSHA/DART have no page limits. Tab 5C – Technical Approach for Safety is limited to two pages

## **FACTOR 6: SMALL BUSINESS UTILIZATION**

**Factor 6 consists of two Subfactors, 6A, Past Performance in Utilizing Small Business Concerns, and 6B, Small Business Participation.** The evaluation of Subfactors 6A and 6B are of equal importance to the determination of the Factor 6 Rating.

**Definitions:** “SB” as used herein, is intended to include Small Business concerns, Small Disadvantaged Business concerns (SDB), Women-Owned Small Business concerns (WOSB), Historically Underutilized Business Zone Small Business concerns (HUBZone), Veteran-Owned Small Business concerns (VOSB), and Service-Disabled Veteran-Owned Small Business concerns (SDVOSB). All small business programs are self-certifying programs with the exception of HUBZone certifications, see HUBZone SB Certifications below. Small Business Program requirements and definitions may be found in the Federal Acquisition Regulations (FAR), Part 19.

**HUBZone SB Certifications:** Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the Systems for Award Management (SAM) website at <http://sam.gov>. It is the responsibility of the prime contractor to periodically check SAM as certifications are subject to change.

### **SUBFACTOR 6.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS**

(i) Solicitation Submittal Requirements:

Proposals that do not include responses addressing ALL elements of the requirements stated below (a. through d.) must include an explanation why that element is not addressed.

- a. **TAB 6A** - Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror’s projects referenced under Factor 1, Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than ten evaluation ratings are provided, only the first ten will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor

- Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS)).
- b. **TAB 6B** - Provide small business subcontracting history. Large businesses with Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 1, Past Performance. If Factor 1 submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment (D), Small Business Past Performance. If more than ten (10) reports are provided, only the first 10 reports will be considered.
  - c. **TAB 6C** - Small Business proposers shall provide a subcontracting history on Attachment (D), Small Business Past Performance.
  - d. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

**If the Offeror is a Joint Venture, Partnership, LLC, or other entity consisting of more than one entity, provide past performance information, elements a. through d., for each individual business entity(ies) that will be responsible for managing the subcontracting program/plan.**

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in Section M of the solicitation:

- a. **TAB 6D** - Provide information on national-level, and industry-issued awards that offerors received for outstanding support to SB concerns within the past five (5) years. Include purpose, issuer, and date of award(s). National and industry-issued awards received beyond five (5) years will not be considered.
- b. **TAB 6E** - Provide information on previous, existing, planned or pending mentor-protégé agreements (MPA) under any Federal Government, or other, program held within the last five years. Information should include, at a minimum, the members, objectives, period of performance, and major accomplishments during the MPA.
- c. **TAB 6F** - Provide information on past use of Community Rehabilitation Program (CRP) organizations certified under the AbilityOne Program by SourceAmerica, or the National Industry for the Blind (NIB). Information should include the contract type, type of work performed, period of performance, and number of employed severely handicapped persons.

Submission for Subfactor 6.A Past Performance in Utilization of Small Business Concerns shall be submitted in Volume #1 of the technical proposal and tabbed accordingly. Tabs 6A, 6C, 6D, 6E, and 6F have no page limits. Tab 6B is limited to ten (10) reports. If more than 10 reports are provided for Tab 6B, only the first 10 reports will be considered.

## **SUBFACTOR 6.B – SMALL BUSINESS PARTICIPATION**

- (i) Solicitation Submittal Requirements:

**TAB 6G** - Identify in terms of dollar value and percentage of the total acquisition, the extent of work you will perform as the prime contractor. If submitting an offer as a Joint-Venture, identify the percentage of work each member will be responsible for and indicate the size status of each member, e.g., LB, SB, SDB, WOSB, HUBZone SB, etc.

**TAB 6H**- If you are a Large Business, submit a Small Business Subcontracting Plan for this project in the format provided in Attachment E for this factor, to include all information required in the attachment.

**TAB 6I** - If you are a Small Business, submit a subcontracting participation breakdown in the format provided in Attachment F for this factor.

**All proposers**: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

**TAB 6J** - Firm commitments to subcontract to multiple companies: The Offeror may provide a demonstration of commitments in planned subcontracts by listing multiple names of companies that will be used to support a specific small business category (i.e., SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB).

Submission for Subfactor 6.B Small Business Participation shall be submitted in Volume #1 of the technical proposal and tabbed accordingly. Tabs 6G, 6H, 6I and 6J, have no page limits.

### **FACTOR 7: PRICE OF PROPOSED TASK ORDER 0001**

(i) Solicitation Submittal Requirements:

The Price of PTO 0001 shall be submitted in Volume 3 – Factor 7, Price Proposal in the format as specified in the solicitation Clause L3, proposal submission requirements.

- a. Tab 7A: Standard Form (SF) 33 (Solicitation, Offer and Award).
- b. Tab 7B: CLINs 0001 and 0002, Section B of the Solicitation, Supplies or Services and Prices.
- c. Tab 7C: PTO 0001 Price Proposal Spreadsheet, Attachment J4. Attachment J4 is to be submitted in Microsoft 6.0 or latest version, with all formulas and links to detail worksheets (if any) intact. Attachment J4 is a sample format, firms may make changes based on your accounting structure, and proposed technical requirement.
- d. Tab 7D: Bid Guarantee, Performance and Payment Bond or Alternative Payment Protection pursuant to FAR 28.102.
- e. Tab 7E: Responsibility Determination Matters:

(1) Certification:

FAR Clause 52.209-7 and DFARS Clause 252.209-7999 are not found in the electronic Representations & Certifications in the System for Award Management (SAM); therefore,

Offerors shall submit FAR Clause 52.209-7 with paragraph (b) completed to report whether or not they have current active Federal contracts and grants with a total value greater than \$10,000,000 and Offerors shall submit DFARS Clause 252.209-7999 with paragraph (b) completed to report whether or not they have any unpaid Federal tax liability or were convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) Financial Questionnaire (Attachment J-6):

Offerors shall submit the Financial Questionnaire to their financial institution and request the financial institution complete the questionnaire with regard to the Offeror's firm. Upon completion of the questionnaire, the financial institution should place the completed questionnaire in a sealed envelope showing the return address of the financial institution and forward it to the Offeror so that the Offeror can include the questionnaire (in the sealed envelope) with the Offeror's proposal.

If the Offeror is a joint venture, information should be submitted for the joint venture. If there is no information for the joint venture, information should be submitted for each joint venture partner.

(3) VETS-100 and/or VETS-100A Reports:

Offerors shall include a copy of their VETS-100 and/or VETS-100A Report or a confirmation notification email in their proposal as submission verification. If this requirement is not applicable to your firm, provide a statement that your firm does not have any contracts subject to this requirement.

A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-100A, Federal Contractor Veterans' Employment Report (VETS-100 and/or VETS-100A Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.

#### L4 ADDITIONAL INFORMATION FOR OFFERORS

##### **A. System for Award Management**

The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. This consolidation includes the functionality from the following systems:

- \* Central Contractor Registry (CCR)
- \* Federal Agency Registration (Fedreg)
- \* Online Representations and Certifications Application (ORCA)
- \* Excluded Parties List System (EPLS)

Contractors must be registered in the System for Award Management (SAM) prior to award of a DoD contract. In order to participate on this solicitation, contractors must also complete electronic representations and certifications. For more information and to complete the electronic Representations & Certifications, see the SAM website at <http://www.sam.gov>. A contract cannot be awarded to a contractor not registered in SAM. Remember to review the NAICS codes listed in your SAM record and make sure that you have listed the NAICS code for this procurement.

Note: FAR Clause 52.209-7 and DFARS Clause 252.209-7999 are not found in the electronic Reps & Certs in SAM; therefore, Offerors shall submit FAR Clause 52.209-7 with paragraph (b) completed to report whether or not they have current active Federal contracts and grants with a total value greater than \$10,000,000 and Offerors shall submit DFARS Clause 252.209-7999 with paragraph (b) completed to

report whether or not they have any unpaid Federal tax liability or were convicted of a felony criminal violation under a Federal law within the preceding 24 months.

#### **B. Federal Contractor Program (VETS-100)**

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$100,000 or more with the Federal Government must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

If subject to the reporting requirements, companies must file an annual VETS-100 and/or VETS-100A Report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-100 Internet site at <http://www.dol.gov/vets/vets-100.html> or employers may contact the VETS-100 customer support at (866) 237-0275 or e-mail at [VETS100-customersupport@dol.gov](mailto:VETS100-customersupport@dol.gov).

Upon the successful submission of a VETS-100 and/or VETS-100A report(s), federal contractors will receive an email confirmation of receipt notification for their records. Offerors shall include a copy of their confirmation notification email or the most recent report in their proposal as verification of submission. If this requirement is not applicable to your firm, provide a statement that your firm does not have any contracts subject to this requirement.

A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-100A, Federal Contractor Veterans' Employment Report (VETS-100 and/or VETS-100A Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year.

#### CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.216-27	Single or Multiple Awards	OCT 1995
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.236-28	Preparation of Proposals--Construction	OCT 1997

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite delivery/indefinite quantity fixed price contracts 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

NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST  
ATTN: BEATRICE APPLING, CONTRACTING OFFICER, CODE ACQ4 (BLDG 1, 5<sup>TH</sup> FLOOR)  
1220 PACIFIC HIGHWAY  
SAN DIEGO, CA 92132

EMAIL: [BEATRICE.APPLING@NAVY.MIL](mailto:BEATRICE.APPLING@NAVY.MIL)  
PHONE: (619) 532-2786

(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):

<http://www.arnet.gov/far>  
<http://farsite.hi.af.mil>  
<http://acquisition.gov/far/index>

(End of provision)

**5252.228-9302 BID GUARANTEE (JAN 1996)**

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a copy of the agent's authority to sign bonds for the surety company.

**5252.228-9305 NOTICE OF BONDING REQUIREMENTS ALTERNATE I (DEC 2000)**

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

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

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

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

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

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS

#### **M1. GENERAL INFORMATION**

1. The contracts will be awarded based on Best Value to the Government using Source Selection Procedures. Interested firms will respond with information requested in the solicitation. The Government intends to award a minimum of three (3) and a maximum of five (5) contracts to qualified firms. One contract will be reserved for award to a small business whose proposal is deemed highly qualified. Best value shall be based on all price and non-price factors.

2. Costs associated with participating in the pre-proposal meeting/site visit or responding to the solicitation will not be compensated.

3. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contracts; to negotiate with offerors in the competitive range; and to award the contracts to the offerors submitting the proposals determined to represent the best value—the proposals most advantageous to the Government, cost/price and other factors considered. The government also reserves the right not to award Proposed Task Order 0001 or to award it after award of the basic contract.

4. 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.

5. 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.

6. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to price.

7. 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.

#### **M2. DEFINITIONS**

1. The following definitions shall be utilized in the evaluation process.

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

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

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

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

e. Past Performance: Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on previous projects that are relevant to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity (e.g., the quality of work accomplished, schedule compliance, cost control, and customer satisfaction).

f. Specialized Experience: Pertains to firm's specialized experience in performing relevant contracts and/or task orders for work of similar size, scope, and complexity to the work that may be ordered under this contract as defined in Section C, Performance Work Statement.

g. Substantially Complete: Pertains to projects that are at least 80% physically complete.

h. Offeror: Except where the context in which the term is used clearly indicates otherwise, "offeror" refers to the contractor submitting the proposal, whose name appears in Block 15A of the SF33, Solicitation, Offer and Award.

i. Project: A project is defined as environmental remediation services under a single task order or single contract. Multiple award and indefinite delivery/indefinite quantity type contracts shall not be submitted as a project; rather offerors shall submit the work performed under a task order as a project.

j. Page: A page is defined as being single sided, dimensions of 8.5 inches by 11 inches with font size of 10 point or larger. For Organizational Charts only, Offerors may use a page size no larger than 8.5 inches by 14 inches with font size less than or greater than 10 point. If the font size for Organizational Chart is less than 10 point, it must be readable or the chart may be deemed unacceptable.

### **M3. EVALUATION FACTORS FOR AWARD**

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

- Factor 1 - Past Performance
- Factor 2 - Specialized Experience
- Factor 3 - Contract Management
  - Subfactor 3.A – Licenses
  - Subfactor 3.B - Management Approach
  - Subfactor 3.C – Key Personnel
- Factor 4 - Technical Approach (Proposed Task Order 0001)
- Factor 5 - Safety
- Factor 6 – Small Business Utilization
  - Subfactor 6.A – Past Performance in Utilization of Small Business
  - Subfactor 6.B – Small Business Participation

The distinction between specialized experience and past performance is that specialized experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. The relative order of importance of the non-cost/price evaluation factors and subfactors is the technical factors 2, 3, 4, 5, and 6 and their respective subfactors are of equal importance to each other respectively and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment Factor 1.

3. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to Factor 7 - Price.
4. The importance of price will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

#### **M4. FACTOR 1: PAST PERFORMANCE**

##### **Basis of Evaluation:**

The basis of evaluation will focus on the offeror's past performance in performing relevant contracts and/or task orders for work of similar size, scope and complexity to that described in Section C – Performance Work Statement of the solicitation. To be considered projects must have been completed or substantially completed (at least 80% complete) within the past five (5) years of the solicitation closing date.

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

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- 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

#### **M.5 FACTOR 2: SPECIALIZED EXPERIENCE**

##### **Basis of Evaluation:**

(1) The basis of evaluation will be focused on the firm's specialized experience in self-performing relevant contracts and/or task orders for work of similar size, scope and complexity to that described in Section C – Performance Work Statement of the solicitation, and experience in performing risk mitigation efforts. Contractors shall clearly demonstrate specialized experience in performing multiple and diverse environmental remediation projects simultaneously over an extended geographic region. In evaluating specialized experience, the relevancy, complexity, innovativeness, and any benefits (efficiencies, and/or cost reductions) provided to the Government from the projects listed in Exhibit A will be considered. Firms will be evaluated based on their experience in remediating a variety of radiological contaminants and specialized technologies identified in Section C of the solicitation.

(2) Exhibit A, Project Data Sheets will be used to evaluate both Factor 1 – Past Performance and Factor 2 – Specialized Experience. To be considered projects must have been completed or substantially completed (at least 80% complete) within the past five (5) years of the solicitation closing date. Contracts listed for consideration for Factor 2 – Specialized Experience may include those entered into with the Federal Government, agencies of state or local governments, and/or commercial customers, for the same or similar work covered under this solicitation.

**M6. FACTOR 3: CONTRACT MANAGEMENT**

## Basis of Evaluation:

This evaluation factor considers the following sub-factors: 3.A Licenses, 3.B Management Approach, and 3.C Key Personnel which are of equal importance to one another. The basis of evaluation for each subfactor is specified below.

3.A Licenses:

The basis of evaluation for Subfactor 3.A – Licenses, will determine whether the prime contractor has the appropriate regulatory licenses to perform the required environmental remediation services for radiological contaminants, manage and handle storage of byproduct, source, and/or special nuclear material.

**NOTE: Proposals that fail to provide the prime contractor’s valid NRC Service Provider License with a tracking system program code of 03219 and California Agreement State RML or the JV/LLC licensee(s) Consent Letter (if applicable) will be rated unacceptable and be ineligible for award.**

3.B Management Approach:

The basis of evaluation for Subfactor 3.B - Management Approach, will consider the effectiveness and viability of the offeror’s approach to managing the contract. The Government seeks management approaches that result in optimal use of resources, are cost effective and are highly responsive to the interests of the Department of the Navy. Under this sub-factor the Government will be evaluating the following:

- (1) Program Management
- (2) Contract Management
- (3) Resources

3.C Key Personnel:

The basis of evaluation for Subfactor 3.C - Key Personnel, will focus on the qualifications of key personnel to adequately perform the requirements of the resulting contract. The evaluation of key personnel will consider education, professional qualifications, and experience in environmental remediation projects. The minimum qualifications are specified in the solicitation, Section C, paragraph 1.3.3.

**M7. FACTOR 4: TECHNICAL APPROACH (PROPOSED TASK ORDER 0001)**

(1) Offerors will be evaluated on their technical approach to accomplish the PTO 0001 - performance work statement for radiological remediation at Buildings 253 and 211 located in Parcel C, at Hunters Point Naval Shipyard, San Francisco, California. The proposed technical approach shall demonstrate the offeror’s technical expertise in performing remediation of radiological contaminants to meet the free release objective of PTO 0001. The proposal shall describe the technical and management approach to accomplish the objectives of PTO 0001.

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

- (a) Project Approach
- (b) Team Organization and Experience
- (c) Conflict of Interest Mitigation Plan
- (d) Local Hire Plan for BRAC Bases (DFARS 226.7104)
- (e) Technical Approach Breakdown

(f) Performance Milestone Schedule

(3) A proposal that offers a higher potential for success in accomplishing the performance objectives in consideration of technical and performance challenges associated with the installation restoration process may receive a higher rating.

**Note A: This acquisition may give rise to an organizational conflict of interest (OCI). As such, the Government may communicate with any Offeror at any time during the evaluation process concerning an OCI and/or mitigation plan. If the Offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its proposed resolution/mitigation plan is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest.**

## M8. FACTOR 5: SAFETY

### Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

**M9. FACTOR 6: SMALL BUSINESS UTILIZATION**

**SUBFACTOR 6.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS**

Basis of Evaluation:

The extent to which the proposal demonstrates the proposer’s level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

**SUBFACTOR 6.B – SMALL BUSINESS PARTICIPATION**

**The following will be evaluated on all proposals:**

- a. The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition, including options.
- b. The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.
- c. The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.
- d. The realism of the proposal to meet the proposed goals.

**The following will be evaluated on proposals submitted by Large Business firms:**

a. The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, and utilization of AbilityOne CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	<b>FY 2016</b>
<b>SB</b>	66.94%
<b>SDB</b>	17.44%
<b>WOSB</b>	15.45%
<b>HUBZONE</b>	9.03%
<b>SDVOSB</b>	3.06%

- b. The extent to which the proposer’s Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract.

A copy of the blank forms to be used for offeror submission of Small Business Utilization are included as follows:

- Attachment D – Small Business Past Performance
- Attachment E – Small Business Subcontracting Plan
- Attachment F – Small Business Offeror Small Business Participation Breakdown

**M10. FACTOR 7: PRICE OF PROPOSED TASK ORDER 0001**

Basis of evaluation:

Proposals will be evaluated to determine the reasonableness of the Offeror's proposal using one or more of the following techniques to ensure a fair and reasonable price.

- (i) Comparison of proposed cost/price received in response to the solicitation.
- (ii) Comparison of proposed cost/price with resources proposed.
- (iii) Comparison to the independent Government Estimate and other proposals received.
- (iv) Review and analysis of other than cost or pricing data.

Proposals will be evaluated for the degree of risk assumed by the offeror in their proposal structure. Unrealistically low (or high) proposed costs/prices determined to be unbalanced may be grounds for eliminating the proposal from competition on the basis that the offeror does not understand the requirements, or has made an unrealistic proposal. Any price proposal that is deemed unreasonable, unrealistic, substantially inaccurate, or incomplete will be considered unacceptable.

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.