

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   129	
2. CONTRACT NO.		3. SOLICITATION NO. N62473-15-R-0813	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 08 May 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:

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

### SOLICITATION

9. Sealed offers in original and 2 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 \_\_\_\_\_ until 02:00 PM local time 16 Jun 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 PAMELA SONS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) TO 619-532-4624	C. E-MAIL ADDRESS pamela.sons@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

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	<p>Range Sustainment &amp; Remediation Env Svcs                      FFP                      Range Sustainment and Remediation Environmental Multiple Award Contract (RSR EMAC II)                      This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) Firm Fixed-Price (FFP) contract for range sustainment and remedial environmental services. The period of performance is for a base period of one year and four one-year option periods. The aggregate value of all task orders awarded for the base year and four option periods shall not exceed \$95,000,000.                      The minimum guarantee for each contract is \$5,000.00 and will be awarded as Contract Task Order 0001 (CTO 0001) at the time of award.                      FOB: Destination</p>	95,000,000	Each		
					<hr/> MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Planned Task Order 0001                      FFP                      All labor, material, equipment, required to perform services to perform Range Clearance and Target Refreshment and MPPEH Removal and Processing from Target Areas S-4-1 and S-4-3 Located at Camp Billy Machen, Chocolate Mountains Aerial Gunnery Range, Niland CA                      FOB: Destination</p>		Each		
					<hr/> NET AMT

Section C - Descriptions and Specifications

## SECTION C

### **SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

#### **Range Sustainment and Remediation Services**

**At**

#### **Department of Defense and Other Governmental Agencies**

### **PART 1 GENERAL DESCRIPTION AND PERSONNEL REQUIREMENTS**

#### **1.1 OBJECTIVE**

The objective of this procurement is to obtain Range Sustainment and Remediation (RSR) services at Navy and Marine Corps installations, predominately at active and inactive ranges. Work may also occur at other locations including; Formerly Used Defense Sites (FUDS); Munition Response Program (MRP) sites; and/or any area on a military installation or parcel or other Department of Defense (DoD) property where Munitions of Explosive Concern/Unexploded Ordnance (MEC/UXO) and/ or range related items may be present.

#### **1.2 GENERAL**

The main focus of this contract is performance of range sustainment projects including but not limited to: range clearance; processing and recycling of range residue (defined as munitions debris and range related debris); UXO clearance/removal/venting and disposal; explosive anomaly avoidance; range component layout/reconfiguration; range closure; small arms range sustainment, range alteration, and range renovation; target restoration/removal/replacement; renovation and sustainment; small arms berm projectile mining services. This acquisition encourages innovative approaches to safely and cost effectively perform range sustainment and remediation work.

The additional focus of this contract is performance of range remediation projects involving environmental work such as investigations and/or remediation. Range remediation projects may include, but are not limited to; assessment and remediation of Munition Response Program (MRP) and other sites, restoration and/or remediation of formerly used defense sites to include both munitions components and hazardous, toxic, and radiological waste (HTRW) components.

The work to be ordered under this contract will be performed at various locations within Naval Facilities Engineering Command, Southwest (NAVFAC SW) footprint. Work may be located in Alaska, Arizona, California, Colorado, Nevada, New Mexico, Oregon, Utah, and Washington.

Although these are the principal geographical areas of performance, the contractor may be required to perform work at other Naval and Marine Corps or other DoD activities within the NAVFAC area of responsibility, both CONUS and OCONUS.

The exact location where work will take place shall be identified at the Contract Task Order (CTO) level and outlined in individually issued Performance Work Statements (PWS). In general, projects will be located primarily at operational range complexes and/or research, testing and development ranges. Projects may also include sites on the Superfund National Priority List (NPL) as well as non-NPL sites regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and Resource Conservation and Recovery Act (RCRA), and other sites under local, state and/or Federal control.

Work may be performed at; land based ranges; water ranges; operational areas, and other areas where military personnel train.

The general work requirements performed by this contract may be subject to the Service Contract Act (SCA) and/or the Davis Bacon Act (DBA) which will be included, as necessary, in the individual request for proposals and resulting CTO's.

### 1.3 SCOPE OF WORK

The Contractor shall provide all qualified labor, equipment and resources necessary to successfully complete each project. The Contractor shall conduct appropriate field surveys, site visits, interviews with knowledgeable persons, and development and Government approval of required Work Plans; Accident Prevention Plans (APP) and Site Specific Health and Safety Plans (SSHP); Standard Operating Procedures (SOPs) prior to the commencement of fieldwork.

The Contractor will perform all work in accordance with the latest versions of the Department of Defense Explosives Safety Board requirements; Naval Ordnance Safety and Security Office (NOSSA) requirements and Marine Corps System Command (MARCORSYSCOM); Army Corps of Engineer requirements and all other range and UXO related DOD guidance. The Contractor shall be familiar with, understand, and have prior experience in performing the specific tasks anticipated to be performed under this contract to include but not limited to:

**1.3.1 Range Sustainment.** Range sustainment activities may include, but will not be limited to: 1) Pre-clearance assessments; 2) Operational Range Clearance (ORC); 3) Range revitalization; 4) Removal, processing, and recycling of range residue; 5) Proper management and disposal of Munitions of Explosive Concern (MEC), Munitions Potentially Presenting an Explosive Hazard (MPPEH), Munition Debris (MD), Range Related Debris (RRD), and/or other range related materials; and 6) Target placement/replacement..

**1.3.2 Explosive Anomaly Assessment/Avoidance.** Provide support to construction projects and environmental investigations being conducted by other contractors or entities that require anomaly avoidance, anomaly reacquisition, anomaly excavation, transect evaluations, standby MEC support, subsurface removal of MEC, or emergency disposal/removal of MEC, in support of nonintrusive and intrusive range activities.

**1.3.3 Munitions Response Program (MRP).** Provide necessary support to the MRP program including all phases (i.e., Preliminary Assessment PA, Site Investigation SI, Engineering Evaluation/Cost Analysis EE/CA, Remedial Investigation RI/Feasibility Study FS, Non Time Critical Removal Actions NTCRA, Time Critical Removal Actions TCRA, etc.) normally utilized to perform MRP. The Contractor will perform all work in accordance with the Department of Defense Explosives Safety Board requirements, the Defense Environmental Restoration Program (DERP), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the National Contingency Plan (NCP), and compliance with other applicable laws and regulations.

**1.3.4 Quality Management.** The contractor is responsible for the control of product quality and for offering to the Government for acceptance only those products/services that conform to contractual requirements.

### 1.4 OTHER REQUIREMENTS

During the progress of the work, the Contractor may be called upon by the Government to produce preliminary field data and information that is deemed necessary to satisfy Government needs. The Contractor shall provide data from a project to the extent that such requests do not delay the overall schedule of the project. This shall be identified at the CTO level and shall be coordinated with the CTO's Contracting Officer Representative (COR).

The Contractor shall be prepared to support and participate in various public forums as specified in the individual PWS. Work may include: assistance in compiling presentation data; expert technical support during public information meetings, Restoration Advisory Board sessions, interagency coordination and other forums.

The Contractor shall be expected to properly, appropriately, adequately, safely, and thoroughly investigate all areas and sources of information pertinent to the objective analysis of the work tasks specified in each task order with no "after-the-fact" findings, excluding those outside of the control of the Contractor. The report and execution of investigation shall be done in an objective and dispassionate manner delineating fact and opinion. Interpretation

shall be presented as arguments clearly identifying assumptions, premises, biases, and logic. Hypotheses shall be identified as such. All technical terms used in the report shall be defined. Concise, but complete description detailing the data, methods, conclusions, and recommendations shall be based on professional judgments of recognized experts in their field of research.

Due to the operational tempos at operational range complexes, PWSs for this contract will typically require the contractor to have the resources (personnel and equipment) available to perform large-scale clearance of and/or the processing/recycling of range residue in a very limited amount of time and at multiple operational range complexes during the same period of time. CTOs may require crews to be available for work during major holiday timeframes, evenings and/or weekends.

All work under this contract shall be in accordance with the applicable publications specified in the REFERENCE section of this contract. The Contractor shall use the latest version of each referenced document or procedure. All personnel conducting work shall have the appropriate training, personal protection and safety course as specified by CFR 1910.20 and any other applicable requirements.

## **1.5 SPECIFIC SERVICES**

**1.5.1 Contract Task Orders.** For each CTO under this contract the Government will provide a specific PWS describing the work required, performance metrics, the schedule, the types and numbers of submittals, and review schedule. The contractor shall, upon receipt of a CTO, supply all personnel, tools, equipment, communications, transportation, materials, and supervision (except as otherwise noted) to integrate, manage, and execute all specified aspects of the task order. All CTOs will have established performance criteria.

**1.5.2 Site Visit.** Upon award of a CTO a site visit may be authorized by the Contracting Officer (KO) or designated representative to assist in the preparation of the initial Work Plan (WP) for field activities. The APP/SHSP shall be prepared by the contractor and submitted to the Contracting Officer Representative (COR) and/or the Technical Point of Contact (TPOC) and approved prior to the site visit. During the site visit, particular attention shall be directed to environmentally sensitive areas and concerns that shall be explicitly addressed in the Work Plan. No intrusive activities shall be conducted during the site visit. The site visit team shall include a Senior UXO Supervisor who will be assigned to the subsequent munitions response efforts when possible.

**1.5.3 Work Plans (WP).** All work involving munitions and explosives of concern or any material or time with the potential to explode must develop and implement a specific plan to address this hazard. This includes a mechanism to assure protection of all subcontractors, site visitors, or any person potentially exposed to an explosive hazard. Work must be performed in a manner consistent with appropriate Department of Defense, Navy, Marine Corps, and/or other guidance, in order to assure hazards are identified and appropriate precautions are place in order to avoid preventable mishaps. In the case of mishaps, the plan must include text that assures the appropriate response takes place and proper reporting is accomplished.

1.5.4 The contractor shall prepare and submit, for COR and or TPOC approval, a WP which includes standard SOPs describing how the effort will be accomplished as required by individual CTO. The contractor may not mobilize to the site or begin working until the WP and SOPs have been approved and a Notice to Proceed (NTP) issued. The WP may contain the following sub-plans; however, each task order will indicate which plans are required and may include plans not listed below:

- Technical Management Plan
- Explosives Management Plan
- Explosives Siting Plan
- Geophysical Investigation Plan
- Accident Prevention Plan
- Site Specific Health and Safety Plan

- Location Surveys and Mapping Plan
- Data, Management Plan
- Sampling and Analysis Plan
- Quality Assurance Project Plan
- Environmental Protection Plan
- Investigative Derived Waste Plan
- Geographic Information Systems Plan

The Contractor shall prepare, implement, and enforce for each site described in CTOs, an APP/SHSP. The Contractor shall ensure that health and safety provisions are followed by their subcontractors, suppliers, and support personnel. The Contractor's APP/SHSPs shall comply with and reflect appropriate requirements of the most current version from 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; "Department of the Navy Environmental Restoration Program Manual; and any other relevant Federal, State, and local regulations. Where regulations or requirements conflict, the most stringent standards will apply. The Contractor shall comply with the applicable portions of DoD 4145.26-M, "Contractors Safety Requirements for Ammunition and Explosives", OPNAV INST 5090.1C (, and NAVSEA OP 5, Volume 1, latest Revision, "Ammunition and Explosives Ashore Safety Regulations for Handling, Storing, Production, Renovation and Shipping".

The Contractor may be required to prepare and submit an Explosive Safety Submission (ESS) or ESS Determination as required by individual CTOs in accordance with guidelines per the most current version of NOSSA Instruction 8020.15.

## **1.6 TASK ACTIVITIES**

Typical activities under CTOs to this contract may include, but are not limited to those given below and may be requested to be performed in terrestrial or aquatic environments:

- Range Sustainment. Provide support at active military ranges as necessary to remove munitions, range residue, and debris. Removal/Replacement of target and target structures.
- Perform pre-clearance assessments. Assessments may include but are not limited to the following: site surveys, geophysical assessments, site reconnaissance, modeling, remote sensing surveys, range condition assessments, comprehensive range evaluation, range environmental vulnerability assessments, preliminary assessments, removal actions, and site inspections.
- MPPEH/MD/RRD Handling. The contractor shall furnish all necessary personnel and equipment to demilitarize and transport MPPEH/MD at a predetermined location onsite. MPPEH/MD that have been in direct contact with energetic materials of the ordnance will be visually inspected by UXO personnel and will be certified free from energetic materials that would pose an explosive safety hazard. Range residue will be treated and handled in accordance with DoD 4160.21-M and DoD 4160.21-M-1.
- MD/RRD Processing. Perform metal processing such as: thermal treatment, waterjet cutting, and shearing to ensure MD/RRD is free of explosive residues
- Munitions Response Operations. The contractor shall provide the necessary personnel and equipment to locate, gain access, identify, recover, store, and if directed, apply final disposal/destruction/treatment procedures to all MEC, HTRW and CWM in both terrestrial and aquatic environments. The procedures used during MEC removal actions shall comply with those contained in the approved WP. Transportation of MEC shall be in accordance with all applicable Federal, State, and local laws and regulations. An After Action Report shall be submitted in accordance with the work plan approved by the COR and/or TPOC.
- Historical Records Review. Archives or other records searches and summaries.
- Visual Surveys. Non-intrusive visual reconnaissance of potential or known munitions areas.
- Anomaly Avoidance. Provide support to field operations as necessary to avoid surface or subsurface MEC during non-intrusive and intrusive range activities.
- Anomaly Investigation. Excavate and evaluate target anomalies to determine identity, size, composition, depth, location and condition.

- Pilot Tests. The contractor may conduct or support small scale tests to evaluate approaches to conducting the work tasks described in this PWS to include applicability of various equipment types, effectiveness of a specified treatment, evaluation of disposal techniques, or other related work approaches.
- Investigation Support. Provide support to munitions, construction, or environmental investigations being conducted by other contractors or entities that require avoidance, transect evaluations, emergency disposal/removal of MEC, anomaly reacquisition, or anomaly excavation.
- Provide support at sites to ensure safe identification, evaluation and removal of buried MEC/UXO.
- Geophysical Mapping. Perform analog and digital geophysical surveys using instruments capable of detecting and locating anomalies.
- Underwater Assessment. Conduct underwater assessment surveys which may include: side scan sonar, magnetometer surveys and detector aided visual inspection
- Perform revitalization of training and research development testing and evaluation (RDT&E) ranges: Revitalization may include but is not limited to various range element repair or replacement, target repair/replacement, placement of new targets or infrastructure or other related services to support range operation.
- Conduct assessments of munition constituents and other chemical contamination that may occur as a result of range or operational area use.
- Implement protective measures and/or sustainable range oversight to abate, prevent, minimize, stabilize, or eliminate explosive safety hazards or the release or the threat of release of munition constituents (MCs) and their byproducts to off-range areas. Protective measures may include but are not limited to: posting signs warning of dangers associated with the range, addressing security procedures for range access and control, address requirements of safely managing UXO, implement erosion controls.
- Identify, recommend and implement range sustainment enhancements to improve efficiency and reduce costs.
- Conduct site verification activities that may include, but are not limited to, groundwater sampling, soil gas sampling, soil sampling, laboratory analysis and reporting, as required.
- Support Facilities. Install and operate support facilities (i.e., site project office, command post, decontamination facilities, roads, and utilities) and establish exclusion, contamination reduction, and support zones. The contractor shall locate staging and demolition areas, subject to Government approval.
- Surveying. Provide location surveys and mapping in accordance with the work plan. All surveying and mapping requirements will be overseen by a Registered Professional Land Surveyor.
- Permits. Obtain permits and licenses necessary to conduct operations including building permits and Department of Transportation (DOT) permits for transport of MPPEH and HTRW on public highways. All permit acquisition and requirements will be coordinated with the Government personnel, unless specifically necessary for the operations of the contractor.
- Explosives Permits. Hold or provide a Subcontractor with a current Bureau of Alcohol Tobacco and Firearms BATFE permit to purchase, transport, store, and manage explosives.
- ESS/Explosive Siting Plans (ESP) Preparation. Develop ESS, ESS determinations, and ESPs.
- Perform small arms range management and/or closure. Services will require implementation of various best management practices (BMPs) designed to minimize the potential impact on human health and the environment, protect groundwater, surface water, wetlands, wildlife, prevent subsurface soil contamination, and prevent erosion. Contracted service may also require assessment and removal of lead contaminated soil (may also include other metals munitions constituents or media) in support of small arms range management or closure.
- Provide support with Geographic Information Systems (GIS), Computer-Aided Design (CAD), and electronic data management.
- Reporting. Develop reports for various investigations or actions conducted. Technical memoranda and reports may including but are not limited to: closeout reports, technical memoranda, range condition assessments, comprehensive range evaluations, 5-year reviews, findings of inspection, surveys, assessments, reconnaissance, testing, modeling, closure reports, and site assessment reports. The specific deliverables will be identified in individual task orders.
- Technical Project Planning. Participate in meetings with Navy personnel, regulatory agencies, restoration advisory boards, and other stakeholders to determine appropriate approaches to project implementation.

## **1.7 PERSONNEL AND TRAINING QUALIFICATIONS/REQUIREMENTS**

**1.7.1 Review of Resumes** The Government reserves the right to review the resumes of Contractor employees performing under this contract and to ascertain the qualifications relative to the personnel qualification requirements of the contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request and provide other additional information as required. If a college degree is specified as required, the degree must be from a U.S. accredited university or demonstrate that the degree from a foreign university is recognized by a U.S. Engineering Board, U.S. Health and Safety Board, or a U.S. Board of Industrial Hygiene, as applicable. Prior to beginning work under this contract all key personnel, shall be approved by the Contracting Officer or designate representative. Federal employees, military or civilian, shall not be employed by the contractor in performance of any work under this contract (i.e., during off duty hours, regular hours or while on annual leave.)

**1.7.2 Key Personnel Qualifications** 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 following positions are considered Key Personnel and must meet the following experience and educational requirements:

**UXO Program Director** – Responsibilities and duties include: 1) overall management of this contract; 2) ensuring compliance with all applicable Federal, State, Local, DoD and Navy/Marine Corps regulations, guidance and policy, as well as the contract terms and conditions; 3) monitoring and controlling project costs and quality control; 4) assigning personnel consistent with contract requirements. Ensuring all employees engaging in UXO related work are properly trained and qualified to safely perform each task.

Minimal qualifications include the following:

- a) An undergraduate degree in engineering, physical science or business;
- b) Ten (10) years of experience managing large single award and/or multiple award task orders involving multiple UXO teams working concurrent at multiple locations;
- c) Five (5) years of which as a senior manager working on large scale UXO clearance and processing projects similar in scope, size and complexity as those described in the PWS.

**Senior UXO Supervisor (SUXOS)** – Minimum of the three (3) SUXOS. Duties/Responsibilities include; 1) ensure performance of site activities in accordance with Work Plan and other project plans and specifications 2) supervise all site work including UXO related work 3) Implement day to day aspects of the Accident Prevention Plan (APP) and Work Plan 4) Observe the fieldwork activities for the presence of energetic material or the presence of MEC/MPPEH 5) Advise on the disposal of MEC, if encountered and coordinate with explosive ordnance disposal (EOD) personnel (as necessary) 6) report, in a timely manner, any proposed significant project changes to the project manager to allow review and approval prior to incorporating 7) assist in the preparation of work progress schedules, project reports

- a) Qualified in accordance with the U.S. Department of Defense (DoD) requirements set forth in DoD explosive Safety Board (DDESB) Technical Paper (TP) Number 18 (DoD, 2004).
- b) Minimum of five (5) years of experience working on projects of similar size, complexity and scope as those operational range clearance projects describe in the PWS .

**UXO Safety Officer (UXOSO)** – Minimum of two (2) UXOSO. Duties/Responsibilities include: 1) Implement the APP and Site Safety and health Plan (APP/SSHP) 2) implement the approved explosives and MEC safety program in compliance with all DoD, federal, state, and local statutes and codes 3) Analyze MEC and explosives operational risks, hazards, and safety requirements 4) establish and ensure compliance with all site specific safety requirements for MEC and explosives operations

- a) Qualified in accordance with the U.S. Department of Defense (DoD) requirements set forth in DoD explosive Safety Board (DDESB) Technical Paper (TP) Number 18 (DoD, 2004).
- b) Minimum of five (5) years of experience working on projects of similar size, complexity and scope as those operational range clearance projects described in the PWS

### **1.7.3 Key Personnel Substitution Requirements**

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

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

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 30 days in advance of the proposed substitutions to the Contracting Officer, and provide information required below:

- a) Documentation that substitutes have qualifications that are equal to, or higher than, the qualifications of the person to be replaced:
- b) A detailed explanation of the circumstances necessitating proposed substitutions
- c) A complete resume for the proposed substitute and any other information requested by the Contracting Officer

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### **1.7.4 Minimum Qualifications Standards for Non-Key Personnel Performing UXO-related Operations**

Table 1 hereby incorporated as Exhibit A

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## **PART 2      GENERAL REQUIREMENTS FOR CONTRACT TASK ORDERS**

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

#### **2.1.1      Project Information**

The Government will identify the work requirements in individual CTOs. The information may include drawings, munitions information maps and specifications, reports, reference drawings, and boring logs.

#### **2.1.2      Drawing Error and Omission**

Omissions from drawings or specifications or misdescriptions 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 misdescribed 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 CTOs 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 individual Task Order. 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.

### **2.2      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 general specifications or 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 requirement 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.

### **2.3      OPTIONAL REQUIREMENTS**

Where a choice of materials or methods, or both, is permitted in the contract or CTO, the Contractor shall have the discretion to choose an alternative unless otherwise required by the specification.

### **2.4      AS-BUILT RECORDS**

Maintain/develop at the project site one set of contract drawings and specifications marked to show any deviations which have been made from the CTO 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 and structures that differ from the contract drawings. The drawings shall be available for review by the CO at all times. Upon completion of the work, deliver the marked set of prints to the CO or designated representative.

### **2.5      REGION/INSTALLATION INSTRUCTIONS/REGULATIONS**

The Contractor and his employees and subcontractors shall become familiar with and obey all station regulations, including, range access brief for work on Navy, Marine Corps, Air Force, and Army ranges fire, traffic, and security regulations. Personnel employed on the station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter restricted areas unless required to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

## **2.6 SCHEDULING**

The Contractor shall schedule work to cause the least amount of interference with base operations. Work schedules shall be subject to the approval of the CO or designated representative, and the range manager. For work on operational ranges the Government will determine range availability and the contractor will be responsible for scheduling work to comply with range availability. 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. CTOs will specify restrictions when applicable, and specify when the work shall commence and be completed.

## **2.7 EXISTING WORK**

### **2.7.1 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 in the new work, or (3) are salvaged and stored.

### **2.7.2 Replacement**

Portions of existing work which have been cut, damaged, or altered in any way during range sustainment, and Munition Response Program services, operations and sustainment 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.

### **2.7.3 Location of Underground Utilities**

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 magnetic equipment and mark the surface of the ground where existing underground utilities are discovered.

## **2.8 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.

## **2.9 RESTRICTIONS ON EQUIPMENT**

Certain installations requiring range sustainment, explosive anomaly avoidance, and MRP services 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. CTOs will specify restrictions, when applicable.

## **2.10 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 CO 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.

## **2.11 SECURITY REQUIREMENTS**

The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the CO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances and badges are obtained.

### **2.11.1 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.

### **2.11.2 Employee Listing**

The Contractor shall maintain and provide the CO a current listing of employees within 15 days from award. The list shall include employee's name, social security number, and level of security clearance.

### **2.11.3 Vehicles**

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code and, if required, a DoD decal. Vehicles shall meet all other requirements of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable. Vehicles shall be maintained in good repair.

### **2.11.4 Identification Badges and Vehicle Passes**

All Contractor employees shall obtain the required employee and vehicle passes. Application for and use of badges or one day passes will be as specified herein and as otherwise directed by the CO or his/her authorized representative. Obtain access to the installation by participating in the Navy Commercial Access Control System (NCACS), or by obtaining passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting access. This form is available at <http://www.uscis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the CO.

**2.11.5 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> 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.

**2.11.6 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

Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within 5 calendar days..

#### **2.11.7 Site Security Requirements**

Provide site security such as fencing or guard service as required by each CTO. However, at a minimum, maintain the site and other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others (such as illegal immigrants or illegal scrap collectors) who may be in the area. Carefully mark work on or near roadways with lights and barricades complying with State and local regulations; or where such regulations are not applicable, provide adequate lights and barricades to minimize the risk of an accident. Fence open excavations that pose a danger to site personnel or others to prevent accidental entry. Shore side slopes of excavations or leave at a safe angle of repose. Equipment, when not in operation, shall be left in a safe manner (e.g., wheels blocked, buckets on the ground, and in an area under the responsibility of the Contractor). Near residential areas where there may be children, special consideration shall be given to site security and safety needs. Work on ORC projects will be limited to daylight hours.

### **2.12 CONTRACTOR AND SUBCONTRACTOR PERSONNEL LIST**

Provide to the COR 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.

### **2.13 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.

### **2.14 EMERGENCY RESPONSE**

#### **2.14.1 Definition**

Emergency response is defined as having action personnel at the identified location within 24 hours of notification. These personnel shall be staging and preparing for immediate actions to be taken.

#### **2.14.2 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 UXO or contaminated soils, and identification of immediately dangerous to life and health (IDLH) circumstances, such as in the case of hazardous material spills, industrial accidents, or identification of high levels of contamination.

#### **2.14.3 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 CO, NTR or other designated representative.

## **PART 3 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION**

### **3.1 GENERAL**

The requirements stated herein provide general protection of natural resources and the environment during execution of CTO work. The Contractor shall comply with all Federal, State, local, and base environmental laws and regulations including, but not limited to, pertinent OSHA and DOT 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**

As required, provide the following submittals to the KO and COR designated representative, as specified:

- Environmental Protection Plan
- Environmental Conditions Report
- Hazardous Waste Management Plan
- Emergency and Hazardous Chemical Inventory Forms
- Toxic Chemical Release Report

### **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**

As specified in an individual CTO, meet with the COR 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**

As specified in a CTO perform a survey of the project site with the COR 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 CTO. Coordinate with appropriate (Region, NAVFAC, Station, facility etc...) natural resource points of contact prior to performing any work.

#### **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 CO or designated representative's approval is required before any equipment will be permitted to ford live 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 to its original condition or as specified in CTOs.

#### 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 CTOs.

#### 3.4.4 Trees

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without CO or designated representative's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by CO. Where such use of attached ropes, cables, or guys is authorized, the Contractor will be responsible for any resultant damage.

#### 3.4.5 Wetland Areas

The Contractor shall not disturb any wetland areas unless authorized.

### **3.5 HISTORICAL AND ARCHAEOLOGICAL RESOURCES**

If during excavation or other activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources will be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the CO or designated representative so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources. Protect monuments, markers, and works of art. Coordinate with installation natural resource points of contact prior to performing any work.

### **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. 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. Properly dispose of rubbish, debris, garbage, and sewage. 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, HAZARDOUS WASTE, AND RECYCLED WASTE**

#### 3.7.1 Hazardous Material and Hazardous Waste

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

#### 3.7.2 Hazardous Waste Management Plan

For each CTO, as applicable, 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

Segregate hazardous waste from other materials and wastes; protect it from the weather by placing it in a safe covered location, and take precautionary measures such as berming or other appropriate measures against accidental spillage. Storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, local, and applicable station requirements, is the Contractor's responsibility. 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 all 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 Oil and Hazardous Material Spills

Take precautions to prevent oil and hazardous material spills. In the event of a spill, immediately notify the CO 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. Cleanup and cleanup costs due to spills are the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

### 3.7.6 Waste Manifests

Original waste manifests shall be forwarded to the CO or designated representative.

### 3.7.7 Emergency and Hazardous Chemical Inventory Forms

The Contractor shall maintain an inventory of all hazardous materials brought to, or generated at the project site. The purpose of the inventory is for the Navy to comply with the Emergency Planning and Community Right-to-Know Act (EPCRA). Hazardous materials include hazardous chemicals, toxic chemicals, hazardous substances, and extremely hazardous substances. The inventory form and frequency of submittal shall be as approved by the CO 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.

### 3.7.8 Toxic Chemical Release Report

The Contractor shall promptly report any release of a potentially hazardous substance to the CO 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.

### 3.7.9 DoD Form 1348-1A

Following certification that range material is safe (MDAS) (not material Potentially Presenting Explosive Hazard) and all appropriate processing (e.g. demilitarization) has been completed, contractor's SUXOS must sign DoD Form 1348-1A and an independent third party, contractor-employed UXO Quality Assurance (QA) Technician will verify and countersign the form as well as the chain-of-custody.

## 3.8 **DUST CONTROL**

Keep dust down at all times, including during non-working periods. Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming shall not be permitted. Instead,

use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing shall be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting shall be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster. See individual CTO for restrictions.

### **3.9 NOISE**

Make the maximum use of low-noise emission products as certified by the Environmental Protection Agency (EPA). Noise control requirements may be waived in impact areas. See individual CTO for restrictions.

### **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 shall comply with all applicable laws, ordinances, criteria, rules, and regulations of Federal, State, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials.

### **3.11 PERMITS**

Obtain administrative and pay for substantive permits, licenses, and certificates required by CTOs in accordance with FAR 52.236-7.

## **PART 4 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, a SHSP. The Contractor shall ensure that their subcontractors, suppliers, and support personnel follow health and safety provisions.

### **4.2 REGULATIONS**

The Contractor's APP/SHSPs shall comply with and reflect appropriate requirements of the OSHA, specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the U.S. Army COE "Safety and Health Requirements Manual," EM-385-1-1, November 2003 or latest edition; "Navy Installation Restoration Manual," Aug 2006 Edition or latest revision; and any other relevant Federal, State, and local regulations; Section 01 35 29 Safety and Occupational Health Requirements (as appropriate for ranges; see Attachment J-6), and local regulations.

### **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 as the Health and Safety Program Plan. Any additions or revisions required as a result of review shall be made by the Contractor.

#### **4.3.2 Accident Prevention Plan/Site Health and Safety Plan (APP/SHSP)**

For each CTO, prepare a written APP/SHSP that complies with the respective CTO. At a minimum, the SHSP shall contain the following elements:

- a) Site description and contaminant characteristics.
- b) Health and safety hazard assessment for each site task and operation.

- c) Health and Safety staff organization and responsibilities, including name and telephone number of each responsible person.
- d) Activity Hazard Analysis
- e) Site specific training, i.e., beyond the initial training.
- f) Site-specific medical surveillance parameters to include the drug testing policy and program.
- g) Personnel protective equipment (PPE) to be used, limitations, inspection procedures, and establishment of action levels for upgrades and downgrades of PPE.
- h) Frequency and types of monitoring and sampling, plans, techniques, and instrumentation, including air (on-site and perimeter), heat and cold and stress, noise, and chain of custody for samples.
- i) Health and Safety work precautions and procedures; including MSDS, pre-entry briefings and subcontractor control.
- j) Site control measures.
- k) Personnel hygiene and decontamination facilities and procedure.
- l) Equipment decontamination facilities and procedures.
- m) On-site first aid and emergency procedures and equipment.
- n) Emergency response plan and contingency procedures (on-site and off-site).
- o) Logs, reports, and record keeping.
- p) On-site work plans
- q) Communication procedures.
- r) Spill containment procedures.
- s) Work in Confined Spaces. Confined space procedures, including the following additional requirements:
  - 1) Confined spaces include but are not limited to, storage tanks, process vessels, pots, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines. The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used.
  - 2) Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
  - 3) Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
  - 4) Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
  - 5) Qualified Person. Safety requirements for entry into confined spaces shall be determined by a qualified person. The qualified person making these determinations shall be designated by the Contractor, in writing, as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. The qualified person shall be capable of specifying necessary control and protective action to ensure worker safety.
  - 6) Where requirements involve hot work on existing fuel storage or fuel distribution systems, a National Fire Protection Association (NFPA) certified marine chemist shall provide a Safe for Hot Work certification in accordance with NFPA 306, Control of Gas Hazards on Vessels.

#### 4.3.3 Health and Safety Plan Review Process

Navy CORs for the individual CTO shall request Environmental Programs Directorate Health and Safety Section (EPDHSS) to review and comment on SHSPs for all Naval Facilities Engineering Command Southwest (NAVFAC SW) CERCLA and RCRA site work. The PM shall determine and provide instructions to the contractor of which version of the APP/SHSP (pre-draft/internal Navy or draft) that shall be sent to EPDHSS for review. CORs must include a provision in the CTO or statement of work to have a copy of the APP/SHSP be sent to EPDHSS. If specified in individual CTO, CORs shall ensure review of the Activity Hazard Analysis by the cognizant ROICC.

To obtain and officially document review of the APP/SHSP, the following process should be implemented:

- The COR shall instruct the contractor to deliver one hard copy of the project work plan including the APP/SHSP to EPDHSS POC (see attached table for current POCs). Include with the work plan the name of the COR, contact information, contractor and any other pertinent information (see attached email template). Allow at least 10 working days for review and notify NAVFAC SW Core Environmental Restoration (ER) POC of the request for review. Health and Safety Plans that require an accelerated review period shall be sent directly to the Environmental Compliance Product Line Coordinator (EC PLC, CIH) with electronic notification to the NAVFAC POC.
- EPDHSS POC provides e-mail notification to COR and NAVFAC SW ER POC of the receipt of document. NAVFAC SW ER POC tracks the document review process including date of receipt and date when comments are finalized.
- EPDHSS POC sends comments electronically to the NAVFAC COR with copy to the NAVFAC SW ER POC. NAVFAC COR coordinates with EPDHSS POC and the contractor to resolve comments. CORs maintain documentation of comment resolution in project file. Unresolved comments shall be elevated to the EC PLC, CIH.
- EPDHSS POC provides official copy of final comments to NAVFAC SW ER POC who retains comments on file.

Points of Contact:

Mr. Robert Hayes MS, CIH  
 ER,N/BRAC Health and Safety Technical Support Environmental Programs  
 Environmental Programs Directorate Navy Environmental Health Center  
 620 John Paul Jones Circle, Suite 1100 Portsmouth, VA 23708-2103  
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 619-532-1163  
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4.3.4 Acceptance of APP/SHSP

A copy of the Contractor's APP/SHSP shall be delivered to the CO or his/her designated representative prior to start of field activities on each contract task order. The Government reserves the right to require the Contractor to make changes in their APP/SHSP and operation as necessary to ensure the health and safety of persons on or near the site.

**4.4 CERTIFIED INDUSTRIAL HYGIENIST**

The Contractor shall use an experienced certified industrial hygienist (CIH) to develop, implement, and sign APP/SHSPs. Any changes to the established Health and Safety Program or APP/SHSPs 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 HEALTH AND SAFETY OFFICER**

In addition, the Contractor shall use a trained, experienced HSO to assist and represent the CIH in continued implementation and enforcement of the approved HSOs. A HSO shall be assigned to each site and shall report to the CIH in matters pertaining to site health and safety. The HSO 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 HSO shall be the main contact for any on-site emergency situation. Except in an emergency, the HSO may modify the approved SHSP only after consultation and concurrence of the CIH. The HSO shall be First Aid and CPR qualified. For project involving UXO or related to UXO the SUXOS can serve as the HSO.

#### **4.6 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS**

Maintain on-site protective equipment as specified in each contract task order for use by Government personnel.

#### **4.7 ACCIDENT PREVENTION PLAN (APP)**

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

### **PART 5      QUALITY CONTROL (QC)**

#### **SUMMARY**

This part establishes minimum requirements for quality control that shall apply to all CTOs. The Contractor shall have a documented quality system that conforms to the Uniform Federal Policy for Quality Systems (UFP-QS) - 2005 and ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs. The Quality Manual shall be in accordance with a corporate quality commitment (however named) which describes the Contractor's Executive Management assurance of implementation and maintenance of a quality system for the Contract. The Contractor shall require subcontractors to implement a compliant quality system or shall implement oversight to meet the quality system requirements. More stringent requirements may be included in specific CTOs if the statement of work indicates they are needed.

#### **5.1 REFERENCES**

Should any of the below references have updated/more recent editions, the latest update/most recent edition shall be utilized.

- U.S. Navy Range Sustainability Environmental Program Assessments Manual (Nov. 2006)
- NAVSEA OP-5, Vol. 1, Current Revision, "Ammunition and Explosives Ashore Safety Regulations for Handling, Storing, Production, Renovation and Shipping".
- OPNAV INSTRUCTION 8020.15/MCO 8020.13, "Explosives Safety Review, Oversight, And Verification of Response Actions Involving Military Munitions", (14 Oct 2003)
- OPNAV INSTRUCTION 3500.39A, Operational Risk Management (ORM)
- NOSSA Instruction 8020.15A (or Marine Corps Equivalent), "Military Munitions Response Program Oversight"
- DoD Explosives Safety Board (DDESB) Standard 6055.9-STD
- DDESB Technical Paper Number 18, dated December 2004
- Marine Corps Order P 8020.10A, "Marine Corps Ammunition Management and Explosives Safety Policy Manual" (for work perform at USMC installations)
- Automated Quality Assessment Planning System (AQAPS) outline reports for Preliminary Assessments
- Automated Quality Assessment Planning System (AQAPS) CD.
- DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994)
- DFARS 252.223-7003 Change in Place Performance-Ammunition and Explosive, (DEC 1991)
- DoD 4160.21-M, Defense Material Disposition Manual.
- DoD 4160.21-M-1, Defense Demilitarization Manual.
- DoD 4140.62, Management and Disposition of Material Potentially Presenting an Explosive Hazard (MPPEH).
- DoD 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives.
- DoD 4145.26, DoD Contractor's Safety Requirements for Ammunition and Explosives.
- DoD 4715.11 Directive: Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Within the United States
- DoD 6055.9 Explosive Safety Board (DDESB) and DoD Component Explosives Safety Responsibilities
- DoD Explosives Safety Board Technical Paper 18, Minimum Qualification for Unexploded Ordnance (UXO) Technicians and Personnel, dated 20 Dec2004.
- Operational Range Clearance Policy for Navy Ranges, dated 2 April 2004
- Operational Range Clearance Plans for individual ranges.
- NOSSA Instruction 8023.11A, Standard Operating Procedures (SOP) Development, Implementation, and Maintenance for Ammunition and Explosives, dated 20 August 2004.
- Naval Facilities Engineering Command Guide Specification, NFGS-01450J (Quality Control), March 2000
- Federal Policy for Quality Systems (UFP-QS) - 2005
- ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs
- Installation Restoration Chemical Data Quality Manual, NFESC 1999
- EPA Requirements for Quality Assurance Project Plans (QA/R-5), EPA March 2000
- Guidance on Systemic Planning Using the Data Quality Objectives Process, QA/G-4, EPA Feb 2006
- Uniform Federal Policy for Quality Assurance Project Plans, EPA March 2005
- Department of the Navy Environmental Restoration Program Manual, DON Aug 2006
- Environmental Work Instruction #1, Chemical Data Validation, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #2, Review, Approval, Revision, and Amendment of Field Sampling Plan and Quality Assurance Project Plan, NAVFAC SW, 19 Apr 2006
- Environmental Work Instruction #3, Laboratory Quality Assurance Program, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #4, CERCLA, Administrative Record and Compendium, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #5, Identifying Task Headings for Environmental Projects using Comprehensive Work Breakdown Structure (WBS), NAVFAC SW, May 2007
- Environmental Work Instruction #6, Environmental Data Management and Required Electronic Delivery Standards, NAVFAC SW 19 Apr 2005
- Environmental Work Instruction #7, Procedural Guidance for Statistically Analyzing Environmental Background, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #8, LowLevel Radioactive Waste (LLRW) Disposal Program, NAVFAC SW, 28 Nov 2001

- Environmental Work Instruction #9, Working Draft Standard Text for Applicable or Relevant and Appropriate Requirements (ARARs) NAVFAC SW 11 Mar 2004
- PA report or Archives Search Report of installation (As appropriate per site)
- Department of the Navy Environmental Restoration Program Manual, August 2006
- Range Identification and Preliminary Range Assessment (As appropriate per site)
- Environmental Impact Study (As appropriate per site)
- Environmental Impact Statement (As appropriate per site)
- Installation Comprehensive Land Use Plan (As appropriate per site)
- Installation Master Plan (As appropriate per site)
- IRP Initial Assessment Study/Preliminary Assessment and other IRP reports related to the site
- Environmental Baseline Survey or Environmental Condition of Property (As appropriate per site)
- Integrated Natural Resources Management Plan (As appropriate per site)
- Operational Range Clearance Plans (As appropriate per site)
- Military Munitions Rule [Federal Register: February 12, 1997 (Volume 62, Number 29)]
- DoD Policy to Implement the EPA's Military Munitions Rule (July 1, 1998)
- DODD 4715.11E, Environment, Safety, and Occupational Health (ESOH) (March, 2005)
- Handbook on the Management of Munitions Response Actions, USEPA (Draft Final May 2005)
- Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA Section 120 (h) 42 U.S.C. Section 9620) and as amended by the SARA of 1986
- Community Environmental Response Facilitation Act (CERFA), Public Law 102-426 (Oct 19, 1992)
- The National Oil and Hazardous Substances Pollution Contingency Plan (NCP), Part 300, Chapter 40, CFR
- USACOE, Military Munitions Center of Expertise, Technical Update for Munitions Constituents (MC) Sampling, March 2005
- USACOE, Conceptual Site Models for Ordnance And Explosives (OE) and Hazardous, Toxic, And Radioactive Waste (HTRW) Projects, Feb 2003
- USACOE, MEC Detection, Recovery, And Disposal Technology Assessment Report, Dec 2005
- USEPA, OERR, Guidance for Performing Preliminary Assessments under CERCLA, Publication 9345.0-01A (Sept. 1991)
- USEPA, Improving Site Assessment: Abbreviated Preliminary Assessments, Publication 9375.2-09FS (October 1999)
- USEPA, OERR, Guidance for Performing Site Inspections Under CERCLA, Directive 9345.1-05 (September 1992)
- USEPA, OERR, Improving Site Assessment: Combined PA/SI Assessments, Directive 9375.2-10FS, Quick Reference Guide Series (October 1999)
- USEPA Federal Facilities Remedial Preliminary Assessment Summary Guide, July 21, 2005
- USEPA Federal Facilities Remedial Site Inspection Summary Guide July 21, 2005
- USEPA Uniform Federal Policy for Quality Assurance Project Plans Manual, March 2005
- USEPA SW 846 Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, Method 8330B Nitroaromatics, Nitramines and Nitrate Esters by High Performance Liquid Chromatography and Method 8321A Solvent Extractable Nonvolatile Compounds by High Performance Liquid Chromatography/Thermospray/Mass Spectrometry (HPLC/TS/MS) or Ultraviolet (UV) Detection

## 5.2 SUBMITTALS

Provide the following submittals to the Contracting Officer or designated representative:

### 5.2.1 Standard Operating Procedures (SOP)

No later than 60 days after basic contract award the contractor shall submit a corporate SOP/Workplan for the performance of Operational Range Clearance and Processing. This SOP/Workplan shall be prepared in compliance with the requirements as outlined in NAVSEA OP5 Ammunitions and Explosives Ashore: Safety Regulations for Handling, Storage, Production, Renovation and Shipping, and NOSSA Instruction 8023.11A Standard Operating Procedures (SOP) Development, Implementation, and Maintenance for

Ammunition and Explosives, dated 20 Aug 2004. This document must be approved by the Navy prior to any work involving Operational Range Clearance.

This plan will be amended as necessary per Task Order. The Contractor shall establish and utilize SOPs to perform work as much as practicable. SOPs shall be utilized to ensure uniformity and quality of work. SOPs shall include, but are not limited to, procedures to ensure: utilization of proper equipment in current calibration, utilization of proper team size and constitution, incorporation of operational risk management to engineer away hazards as much as possible, availability of all materials and tools, utilization of proper personal protective equipment (PPE), and establishment of proper communications. The Contractor shall establish a procedure for making changes to SOPs. Project specific changes to established SOPs shall be documented and approved by the PM. Pen and ink changes in the field shall not be allowed. This document will be submitted for approval within 30 days from CTO award, and must be approved prior to any work.

#### 5.2.2 Accident Prevention Plan (APP)

The Contractor shall prepare an APP in compliance with all requirements as outlined in USACE EM 385-1-1 Safety and Health Requirements Manual. This document will be submitted for approval within 30 days from CTO award, and must be approved by the Navy prior to any work.

#### 5.2.3 Quality Control (QC) Submittals

After CTO award the contractor may be directed to submit a Program Chemical Data Quality Management Plan (CDQMP) and Program Construction Quality Management Plan (CQMP) to the CO and Quality Assurance Officer (QAO) for approval within 30 days from CTO award.

CTO -specific Sampling and Analysis Plans (SAPs) and Construction Quality Control Plans shall be prepared and submitted to the Ordering Officer for information and the QAO for approval.

#### 5.2.4 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.

### 5.3 **QC PROGRAM**

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. No later than 30 days after Contract award the Contractor shall submit their CDQMP and CQMP to the Contracting officer.

#### 5.3.1 **QUALITY CONTROL PLANS**

##### Project (CTO) Level

#### 5.3.2 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 5.1. The project-specific contents of the SAP are based on the CDQMP, the PWS, and site-specific data quality objectives. SAPs must be in accordance with references of section 5.1. The Program QC Manager shall review and approve the SAP prior to submittal to the QAO for review and approval. This approval shall be identified by signature on the cover page. The SAP shall be submitted to the NAVFAC SW Quality Assurance Officer (QAO) for review and approval prior to regulatory review and field implementation.

### 5.3.3 Construction Quality Control (QC) Plans

The Construction QC Plan is based on the Program CQMP, the CTO PWS, and each CTO construction task, or “definable features of work”.

## 5.4 **PRELIMINARY WORK AUTHORIZED PRIOR TO APPROVAL.**

No work is authorized to proceed prior to the approval of the SAP and Construction QC Plan, unless specifically authorized by the CO or designated representative. The CO or the QAO reserves the right to require changes to project plans to ensure the specified quality of work.

## 5.7 **QC MEETINGS**

After the start of site work, the Project Manager shall conduct QC meetings as required by the specific CTO. QC Meeting attendance, agenda, frequency and procedures for distributing meeting minutes will be established by individual CTO. The QC report may include but not limited to:

- 1) Goal for project;
- 2) Review of Previous Minutes;
- 3) Project Status;
- 4) Rework Status;
- 5) QC and Production;
- 6) List of visitors, Injuries, etc.;
- 7) Concerns and Lessons Learned;
- 8) Work Plan (area to be cleared / range residue to be processed);
- 9) Map depicting area(s) cleared with assessment on density;
- 10) UXO and/or suspicious items documentation (map depicting locations);
- 11) Spreadsheet listing range residue cleared and/or processed/recycled (by munitions, e.g., MK76, MK 83, BDU 48, 2.5 inch rocket, target debris [tank, aircraft, etc.] etc.) by location (by target and/or group of targets), to include weight by munitions and debris;
- 12) Scrap metal transported off range (current period and project total);
- 13) Photographs of work activities (before and after);

## 5.8 **THREE PHASES OF CONTROL**

The Project QC Manager shall perform the three phases of control for each definable feature of work described in the Project QC Plans. Guidelines for performing and documenting the preparatory, initial and follow-up inspections are contained in the Contractor’s CQMP. Note: these guidelines are based on the DON, Naval Facilities Engineering Command Guide Specification, NFGS-01450J, QC. The Contractor shall notify the KO, 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.

## 5.9 **SUBMITTAL REVIEW AND APPROVAL**

Procedures for submission, review, and approval of submittals are described for each CTO.

## 5.10 **SAMPLING AND ANALYSIS**

### 5.10.1 Environmental

Laboratories performing Installation Restoration Program (IRP) or compliance work funded by Environmental Restoration (ER,N) as well as range-related work must successfully complete the Navy Laboratory Evaluation Program. 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. 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).

#### 5.10.2 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.

#### 5.10.3 Inspection of Analytical Laboratories

Prior to approval of non-accredited laboratories, the proposed testing laboratory facilities and records may be subject to inspection by the QAO or designated representative.

#### 5.10.4 Capability Check

The QAO or designated representative 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.

### 5.11 QC CERTIFICATIONS

#### 5.11.1 Contractor Daily Quality Control Report Certification

Each Contractor Quality Control Report shall contain the following statement signed by the 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."

#### 5.11.2 Invoice Certification

Furnish a certificate to the CO or designated representative with each payment request, signed by the CTO PM, attesting that the work for which payment is requested is in compliance with contract requirements.

#### 5.11.3 Completion Certification

Upon completion of work under a CTO, the PM 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."

### 5.12 QC DOCUMENTATION

#### 5.12.1 Contractor Daily Production Report

Production Reports are required for each day that work is performed and for every 7 consecutive calendar days of no-work, 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 project schedule. Contractor Production Reports are to be prepared, signed, and dated by the project superintendent. The daily production report may include but not limited to:

- Weather;
- Work Force;
- Work Accomplished;
- Work Plan (area to be cleared / range residue to be processed following day);
- Map depicting area(s) cleared with GPS locations;
- UXO and/or suspicious items documentation;

- Spreadsheet listing range residue cleared and/or processed/recycled (by munitions, e.g., MK76, MK 83, BDU 48, 2.5 inch rocket, target debris [tank, aircraft, etc.] etc.) by location (by range, target, and/or group of targets), to include weight by munitions and debris;
- Scrap metal transported off range (weight by type);
- Work force hours (clearance and/or processing recycling), to include independent 3rd party UXO QA;
- Photographs of work activities (before and after);
- List of visitors, Injuries, etc;
- Concerns and Lessons learned.

#### 5.12.2 Rework Items List

The CTO PM 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.

#### 5.12.3 As-Built Records

The CTO PM 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 CTO PM shall initial each deviation or revision. Upon completion of work, the CTO PM shall submit a certificate attesting to the accuracy of the as-built records prior to submission to the Ordering Officer or designated representative

## **PART 6**      **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 format that is consistent with software used by the Government.

## **PART 7**      **ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS**

NAVFAC 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 range sustainment and environmental restoration activities. The standards established in EWI #6 may 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 and may be specified on individual CTOs.

### **7.1 GIS - United States Navy Requirements**

The Navy utilizes the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE). All GIS data shall be delivered in a personal Geodatabase in ArcGIS 9.0 or greater utilizing the most recent SDSFIE format (currently version 3.0) to populate feature classes and metadata accordance with these standards and spatial data shall be usable upon delivery.

The Contractor shall fit collected GIS data into the named feature classes and populate feature attribute information into provided fields. If the Contractor does not find the appropriate field for their data, they may create the fields as needed. Copies of the Geodatabase template for natural resources and the entire template may be obtained by

contacting the GeoReadiness Center South via e-mail at [joni.mitchell@navy.mil](mailto:joni.mitchell@navy.mil). It can also be downloaded from <http://www.sdsfie.org> by registering and logging in. The download is called SDSFIE 3.0 Gold.

## **7.2 GIS Data Requests**

GIS Navy Facilities data for the Southwest Region are available upon request. Examples of facility data are installation boundaries, buildings, roads, recreation areas, air fields, bunkers and may include natural and cultural data as permitted via Installation and Regulatory mandates. Release of sensitive data requires permission from the appropriate business line. Contact Vivian Sanchez, GIS Manager at [vivian.sanchez@navy.mil](mailto:vivian.sanchez@navy.mil), 619-532-1168.

## **7.3 PDF Format of Reports and maps**

Provide a PDF copy of all maps associated with the GIS data in an individual CTO .

## **7.4 MXD (ESRI Map Document) Format**

All constructed maps shall have the associated MXD delivered to allow for future printing and modification. MXDs shall use the relative paths option. The Table of Contents (TOC) within the MXD shall be orderly and contain a logical naming structure.

## **7.5 Geospatial Data Deliverables**

Geographic data shall be delivered on a CD-ROM or DVD-ROM; electronic data delivery may suffice for draft deliverables.

## **7.6 Data Collection with Global Positioning System (GPS)**

### **7.6.1 Post Processed Data**

Contractor shall utilize conventional and other methods, such as Global Positioning System (GPS) for field data collection. At a minimum, the contractor shall provide resource grade GPS collection at a horizontal accuracy level of +/- 1m and shall use differential correction to target accuracies of +/- .5 m. Global Positioning System (GPS) data collection activities will be based on a post-processed environment using an accurately sighted base station.

### **7.6.2 X Y Coordinates from Excel to GIS**

When GPS data is recorded in Excel as X and Y coordinates, the data must be in the same projection to process in Arc Map. Data recorded in different coordinate systems must be stored separately; otherwise Arc Map cannot process the data. In Excel, x and y coordinate shall be placed in separate fields and the coordinate system identified.

## **7.7 Metadata**

Metadata must be included in the final GIS deliverable. Metadata for each individual dataset shall be populated to meet basic data population standards as identified in the ESRI standard template. Additional data shall be provided within the Abstract or Purpose as appropriate including, but not limited to:

- The name description, abstract, and purpose of the data set or layer.
- The source of the data and any related data quality information such as accuracy and time period of content.
- Describe GPS and field equipment used.
- Described the data collection method or survey protocols used; a report citation can suffice.
- Define all codes used in the data fields in the appropriate attribute definitions.
- Describe ranges of numeric fields and the meaning of numeric ranges.
- Define all fields and attributes not in SDSFIE in the attribute definitions.
- Provide a point of contact to answer to technical questions.

## **7.8 Spatial Data Review**

The digital geographic maps, related data, and text documents shall be included for review in the draft and final submittals. The data will be analyzed for discrepancies in subject content, correct format in accordance with these

specifications, and compatibility with the existing GIS system. The Contractor shall incorporate review comments to data and text prior to approval of the final submittal.

### **7.9 GIS United States Marine Corps Requirements**

The United States Marine Corps (USMC) standard computing software is Microsoft Office 2007. Final Reports and other text documents shall be provided in Microsoft Word 2007 format and Adobe Portable Document Format (PDF). Spreadsheet files shall be provided in Microsoft Excel 2007 format. Data installations shall be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. Prior to data installation development, the Contractor shall provide the Government with a Technical Approach Document for approval, which describes the Contractor's technical approach to designing and developing the data installation. All text, spreadsheet, and data installation files shall be delivered on a Compact Disk read-only memory (CD-ROM) or Digital Versatile Disc read-only memory (DVD-ROM).

### **7.10 Maps, Drawings, and Sketches (Digital Geospatial Data):**

Geospatial Data Software Format: Geographic data shall be provided in a form that does not require translation, preprocessing, or post processing before being loaded to the Installation's regionally-hosted geo-data installation. The Contractor shall validate any deviation from this specification in writing with the Government (Installation Geospatial Information & Services (IGI&S) Manager via the Project Manager). Digital geographic maps and the related data sets shall be delivered in the following software format:

GIS: Personal geo-data installation format (Microsoft Access data installation file) using ArcGIS 9.2. The personal geo-data installation must be importable to a multi-user geo-data installation using ArcSDE 9.2. The delivered data layer(s) shall be provided with x, y domain precision of 1000.

(NOTE: ArcGIS and ArcSDE are geographic information system software produced by the Environmental Systems Research Institute (ESRI) of Redlands, California. AutoCAD is software produced by Autodesk, Inc. These software are used by the Marine Corps GEOFidelis Program)

### **7.11 Geospatial Data Structure:**

GIS Data Sets: When developing/delivering geospatial data, the Contractor shall develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model shall be followed for geospatial data installation table structure, nomenclature, and attributes. The Contractor shall consult with the Government concerning modifications or additions to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets. Copies of the GEOFidelis Data Model may be obtained by contacting the GEOFidelis Program via e-mail at [geofidelis@usmc.mil](mailto:geofidelis@usmc.mil) or via phone at Phone 1-703-695-6158.

### **7.12 Feature Class Updates:**

When delivering updates to existing feature classes, the Contractor shall obtain a copy of the existing subject data in a personal geo-data installation to use as a template for all subsequent data collection processes. As Installations sometimes modify the GEOFidelis Data Model structure for many feature classes to accommodate operational needs, the GEOFidelis Data Model structure may not reflect the actual structure used in the live geo-data installation. If further modifications to structure are required as a result of this Scope, the Contractor shall consult with the Government (IGI&S Manager) for direction and final approval.

### **7.13 Geospatial Data Projection:**

Geographic data (regardless of format) shall be provided in U.S. Survey Feet and projected into the California State Plane, Zone VI, FIPS 0406 projection system. The maps and data shall use the GRS 1980 spheroid and the North American Datum 1983/World Geodetic System 1984 (NAD83/WGS84). This projection requirement applies to all GIS data layer deliverables as well as all CADD drawings such as as-designed and as-built project plans. Each data set shall have a projection file if appropriate installation on format. Map or drawing scales shall be determined by the Project Manager, if applicable. Mapping accuracy for the agreed scales shall conform to the American Society for Photogrammetry and Remote Sensing (ASPRS) "Accuracy Standards for Large-Scale Maps", "Interim Accuracy Standards for Large-Scale Maps", and "Geospatial Positioning Accuracy Standards". Copies of these standards can be obtained on the Internet at <http://www.asprs.org>, and/or at <http://www.fdgc.gov>, or by contacting:

American Society for Photogrammetry and Remote Sensing  
5410 Grosvenor Lane, Suite 210  
Bethesda, MD 20814-2160

#### **7.14 Geospatial Data Collection:**

Mapping grade Global Positioning System (GPS) data collection (sub-foot, sub-meter, and sub-5 meter) shall be performed when specified in the statement of work and shall be completed in accordance with state and local guidelines. Default horizontal accuracy for mapping grade GPS data collection efforts shall meet a sub-meter threshold unless otherwise specified to be survey grade, sub-foot or sub-5 meter in the statement of work. Only installation stations included in the CORRS network or mobile RTK/Total Station systems shall be used for mapping grade GPS data collection. Spatial accuracy requirements are as follows:

Sub foot: 95 % of all points are within + 12 inches

-OR-

Sub meter: 95% of points are within + 1 Meter

-OR-

Sub 5 meter: 95% of points are within + 5 Meter

Survey grade Global Positioning System (GPS) data collection shall be performed when specified in the statement of work. As survey processes are highly regulated by federal, state, and/or local technical and licensing requirements, they are in general beyond the scope of this document. However, survey grade GPS data collection shall at a minimum use the Geoid2003 CONUS ePARh (or a more current ePARh if available at the time of this project) and spatial accuracy requirements for survey grade are 95 % of GPS points are within + 1 centimeter. Every effort shall be made to capture feature locations without using offsets unless obstructions are present. Any offsets used shall be annotated in the “user flag” field.

(NOTE: Raw GPS data collection information is not to be included in the table structure of the delivery, unless it is specifically part of the GEOFidelis Data Model, established Installation feature format, or specifically requested by the Government.)

#### **7.15 Map Products and Support Files:**

Finished map products, regardless of final print size, shall be presented separately in both hard copy and digital formats. The hard copy deliverables are defined in another section of this PWS. Final map products shall be delivered in the following digital formats:

#### **7.16 PDF Format:**

Resolution of 300 dpi with no image compression. All fonts must be embedded. The Contractor shall only use fonts that are licensed and available for use by the Government. JPG (Joint Photographic Experts Group) Format: Resolution of 96 dpi with 24-bit true color. MXD (ESRI Map Document) Format: All maps constructed shall have the associated MXD delivered to allow for future printing and modification, as necessary, by the Government. MXDs shall use the ‘relative paths’ option. The Table of Contents (TOC) within the MXD shall be orderly, and contain a logical naming structure.

#### **7.17 Media for Geospatial Data Deliverables:**

Geographic data shall be delivered on a separate CD-ROM or DVD-ROM, or other digital media such as external hard drives or flash drives if approved by the Government. This media shall contain only the value-added data sets as designated in the Task sections of the statement of work. Do not include the Contractor’s working files or original installation data sets that may have been used by the Contractor to develop the deliverables. “READ ME” files may be included on the geographic data media if such files provide explanation of the delivered data sets. However, these “READ ME” files should not be delivered in lieu of standard metadata.

#### **7.18 Geographic Data Documentation (Metadata):**

For each digital file delivered containing geographic information (regardless of format), the Contractor shall provide documentation consistent with the Federal Geographic Data Committee (FGDC) Content Standards for Digital

Geospatial Metadata (CSDGM). Both 'Mandatory' and 'Mandatory as Applicable' fields shall be completed for each geographic data set. The documentation shall include, but not be limited to, the following:

The name, description, abstract, and purpose of the data set/data layer.

The source of the data and any related data quality information such as accuracy and time period of content.

Descriptions of the receiver and other equipment used during collection and processing, installation stations used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geographic data delivery format.

Type of data layer (point, line, polygon, etc.).

Field names of all attribute data and a description of each field name.

Definition of all codes used in the data fields.

Ranges of numeric fields and the meaning of these numeric ranges.

The creation date of the map layer and the name of the person who created it.

A point of contact shall be provided to answer technical questions.

Metadata generation tools included in the ArcGIS suite of software (or equivalent technology) shall be used in the production of the required metadata in XML format. Regardless of the tools used for metadata creation, the Contractor shall insure that the metadata is delivered in XML format and can be easily imported to the Installation's enterprise geo-data installation. Copies of the FGDC metadata standard can be obtained on the Internet at <http://www.fgdc.gov> or by contacting:

FGDC Secretariat  
c/o U.S. Geological Survey  
590 National Center  
Reston, VA 22092  
(703) 648-5514

(NOTE: The metadata should be formatted from the Installation data installation perspective, not the Contractor project perspective. Therefore such items as Point of Contact should be the Installation NTR currently associated with the data and NOT the Contractor's Project Manager. The Contractor shall use language and format consistent with existing Installation metadata.)

#### **7.19 Geographic Data Review:**

The digital geographic maps, related data, and text documents shall be included for review in the draft and final contract submittals. The data shall be analyzed for discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Contractor shall incorporate review comments to data and text prior to approval of the final submittal. For each review of digital geospatial data deliverables, the Contractor shall provide a technical consultant to meet on-site at the Installation with the IGI&S Manager and functional area subject matter experts to visually review the data deliverables on a Windows 2000 compatible system unless otherwise approved by the Government

#### **7.20 LABORATORY ELECTRONIC DELIVERABLES**

Laboratory electronic deliverables are required for projects involving chemical analysis of environmental samples, when a fixed-base analytical laboratory analyzes these samples. This includes 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. Mike add NIRIS

#### **7.21 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.

A service delivery summary to include performance objectives and performance thresholds will be provided with each task order.

## Section D - Packaging and Marking

### DELIVERABLES

#### **D1 GENERAL**

Deliverables shall be submitted in accordance with the instructions contained in the individual task orders.

#### **D2 PREPARATION FOR DELIVERY**

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

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

#### **D3 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  
                  Destination to be provided at the time task orders is issued.

#### **D4 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.

#### **D5 CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS**

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

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 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

INSPECTION AND ACCEPTANCE

**E1 INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Navy Contracting Officer Representative (COR), Remedial Project Manager, or Technical Point of Contact (TPOC) 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.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

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

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

## 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 IN CTO* hours of notice to the Contractor. In the case of other work, corrective action must be completed within *TO BE SPECIFIED IN CTO* hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of *TO BE SPECIFIED IN CTO* 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 IN CTO* 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 IN CTO* 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 IN CTO* 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 IN CTO* 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 IN CTO* 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 IN CTO* 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 F - Deliveries or Performance

**PERFORMANCE****F1 LOCATION**

The work to be ordered under this contract will be performed at various locations within Naval Facilities Engineering Command, Southwest (NAVFAC SW) footprint. Work may be located in Alaska, Arizona, California, Colorado, Nevada, New Mexico, Oregon, Utah, and Washington.

Although these are the principal geographical areas of performance, the contractor may be required to perform work at other Naval and Marine Corps or other DoD activities within the NAVFAC area of responsibility, both CONUS and OCONUS.

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

**F2 TERM OF CONTRACT**

The maximum total aggregate task order value for the base year and all option year period shall not exceed \$95 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 maximum 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**

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.

Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the Contract Task Order (CTO) Contracting Officers Representative (COR) and affected tenants at least 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.

## CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

252.223-7003

Changes In Place Of Performance--Ammunition And  
Explosives

DEC 1991

## Section G - Contract Administration Data

**CONTRACT ADMINISTRATION****G1 CONTRACT ADMINISTRATION DATA**

The Contracting Officer for this contract is:

BEATRICE APPLING, Code ACQ4  
Naval Facilities Engineering Command, Southwest  
1220 Pacific Hwy, Bldg 1, 5<sup>th</sup> Floor, Room 520  
San Diego CA 92132-5190  
(619) 532-2786  
[beatrice.appling@navy.mil](mailto:beatrice.appling@navy.mil)

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

ERIC GREEN, Code EV4.EG  
Naval Facilities Engineering Command, Southwest  
1220 Pacific Hwy, Bldg 1, 5<sup>th</sup> Floor, Room 520  
San Diego, CA 92132-5181  
(619) 532-1487  
[Eric.c.green@navy.mil](mailto:Eric.c.green@navy.mil)

The Environmental Safety & Health Manager for the resulting contract is:

ALMARIO ERASQUIN, Code 09SF  
Naval Facilities Engineering Command, Southwest  
1220 Pacific Hwy, Bldg 110  
San Diego, CA 92132  
(619) 532-1051  
[Almario.erasquin@navy.mil](mailto:Almario.erasquin@navy.mil)

Payment will be made by:

To be designated on each individual Task Order.

**G2 TASK ORDER PROCEDURES**(1) **GENERAL:**

- (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 Procuring Contracting Officer/Ordering Officer. For task orders awarded under this contract the terms "Contracting Officer" and "Ordering Officer" are interchangeable and carry the same meaning.
- (b) 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 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) Statement of Work, Performance Work Statement, or Statement of Objectives 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 may be modified by the Ordering Officer. Modifications to task orders will be issued on Standard Form (SF) 30 and will cite the Task Order Number and Contract Number.
- (f) Firms are required to contact the Contracting Officer within two days of notification if a firm cannot participate in the site walk or submit a proposal on a Task Order.

(2) 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 (low price, technically acceptable; price only; or best value), and
  - (6) Requirement for the contractor's guarantee and indemnification, if applicable. If insurance is required and/or will be accepted, state the terms under which the insurance is to be proposed (e.g., attachment point, excluded contamination list, guarantee limit parameters, self-insured retention, etc.)
  - (7) 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 Officer may designate which WBS items are to be used by the contractors in their proposal.
  - (8) Any other pertinent information (such as applicable Davis-Bacon Act wage determinations).

(3) REQUIREMENTS FOR PROPOSALS

- (a) The Contractor shall, within the time specified in the RFP, provide an original and copies (as specified) of the proposal to the Contracting Officer/Ordering Officer with:
- (1) Price
  - (2) Proposed schedule for completing the task order
  - (3) Other information as requested in the task order RFP

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

- (1) The contractor's technical understanding of the work
- (2) The most efficient and effective plan to accomplish the work
- (3) Rationale for proposed labor and materials
- (4) Sustainable design features
- (5) Optimization
- (6) Schedule

(c) 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:

- (1) Past Performance – Task Order past performance under this contract.
- (2) Safety Past Performance
- (3) Potential impact on other orders placed with the contractor

**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 order). Commencement of construction is contingent upon approval of the required bonds.

(4) SELECTION CRITERIA

- (a) Upon receipt of proposals, the Government will review and evaluate the proposals in accordance with the evaluation criteria stated in the task order RFP.
- (b) 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.
- (c) Award - Upon completion of this process, the Contracting Officer shall execute a task order issued on a DD Form 1155 and forward it to the contractor (Facsimile transmission signatures may be utilized). Only upon receipt of such an executed order, signed by the Contracting Officer, shall the contractor commence work.
- (d) Unsuccessful offerors will be notified.

**G3 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS**

- (a) Issuance of Task Orders is limited to those awardees under this 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 FAR Subpart 16.505 (b) (2), unless the Contracting 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.

**G4**      **CONTRACT OMSBUDSMAN**

- (a) In accordance with FAR 16.505(a)(10)(i)(B); No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for—

(1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract;  
or

(2) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.

- (b) For this contract, the designated Task Order ombudsman is

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

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.

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

**G5**      **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.

**G6**      **CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer shall appoint a Contracting Officer's Representative (COR) in writing for this contract at time of award.

A COR is NOT a Contracting or Ordering Officer and DOES NOT have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the 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 Point of Contact (TPOC) may be assigned by the Contracting Officer to assist the COR in executing field safety and health oversight, inspection, and monitoring duties wherein the surveillance and monitoring burden of the contract is significant or when a project includes potentially hazardous activities. The NTRs will be appointed in writing citing the applicable task order number(s), as required.

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

**G7**      **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 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, 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.
- (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.

#### **G8      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 workforce as needed to accomplish work as required under each contract task order issued.

#### **G9      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 (June 2012). Specific instructions will be provided in the task orders pursuant to DFARS 252.232-7006, Wide Area Work Flow Payment Instructions (May 2013).

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

**252.216-7006 ORDERING (MAY 2011)**

(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 contract schedule. Such orders may be issued from date of award through expiration of the final awarded performance period.

(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)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

**TO BE SPECIFIED IN THE TASK ORDER**

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

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

**TO BE SPECIFIED IN THE TASK ORDER**

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

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

Routing Data Table\* **TO BE SPECIFIED IN THE TASK ORDER**

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

Other DoDAAC(s) \_\_\_\_\_  
-----

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

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

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

**TO BE SPECIFIED IN THE TASK ORDER**

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

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

**TO BE SPECIFIED IN THE TASK ORDER**

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

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

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT**

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5252.242-9300 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.

## Section H - Special Contract Requirements

**SPECIAL CONTRACT REQUIREMENTS****H1 HOLIDAYS**

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

<b>NAME OF HOLIDAY</b>	<b>TIME OF OBSERVANCE</b>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third 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

**H2 NOTICE OF CONSTRUCTIVE CHANGES**

No order, statement or direction of the Contracting Officer or the authorized representative of the Contracting Officer, whether or not acting within the limits of this 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 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994), the contractor shall promptly notify the Ordering Officer when he or she receives any direction believed to be a change to the originally negotiated scope of the contract task order.

**H3 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 property items 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.

**H4 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."

**H5 PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION TASK ORDERS**

Contract FAR Clause 52.228-15 will apply to all Task Orders identified as construction, unless otherwise directed by the Contracting Officer. Revisions to the clause may be made by the Contracting Officer as described in the Clause narrative.

#### **H6 SERVICE CONTRACT ACT AND DAVIS-BACON ACT WAGES**

The SCA Wage Determination's applicable to this solicitation are noted in Section J, Attachment J4.

#### **H7 DIRECTIVES**

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

#### **H8 REQUIRED INSURANCE**

- (a) Within 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 FAR 52.228-5, "INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)" incorporated in Section I. This insurance must be maintained during the entire performance period.

##### **COVERAGE**

Comprehensive General Liability: Minimum limits of \$500,000 per occurrence Liability for bodily injury.

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 law, except that if this contract is to be performed in a state which does not require or permit private insurance, the compliance with the statutory or administrative requirement in any such state will be satisfactory. The required workman's compensation insurance shall extend to cover employer's liability of accidental bodily or death and for occupational disease with a minimum liability of \$100,000.

Other insurance as required by state law.

- (b) Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.
- (c) The Certificate of Insurance shall provide for 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.

#### **H9 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.

#### **H10 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 the Contracting Officer for security and policy review and clearance 45 days prior to release.

Information copies will be sent to the administrative Contracting Officer.

- (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.

#### **H11 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.

#### **H12 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.

#### **H13 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 52.245-2, "GOVERNMENT PROPERTY (April 2012)", incorporated by reference in Section H.

#### **H14 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

## **H15    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://nedb.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 no 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.

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.

#### **H16 TEAMING ARRANGEMENTS**

- (a) If this contract was awarded from an offer submitted on the basis of a teaming arrangement, the Government's consideration of the Contractor for placement of task orders will reflect the teaming arrangement. In the event that the teaming arrangement is dissolved or significantly changed, the Government reserves the right to reconsider the suitability of the changed arrangements for purposes of issuing task orders.
- (b) Should it become advantageous to deviate from the initial teaming arrangement, the Contractor shall request approval from the Contracting Officer before making such arrangements.
- (c) This does not authorize Contractor team arrangements in violation of antitrust statues or limits the Government's rights to require consent to subcontract. The prime Contractor is held fully responsible for contract performance, regardless of any team arrangement between the prime Contractor and its subcontractors.
- (d) All teaming arrangement (subcontract) pricing must be supported in accordance with FAR 15.404-3.

#### **H17 PREFERENCE FOR LOCAL SMALL BUSINESSES (PL 103-160)**

The "PREFERENCE FOR LOCAL AND SMALL BUSINESSES" (Public Law 103-160), is applicable to the REALIGNMENT OR CLOSURE of bases listed in the BRAC Law. Businesses located in the vicinity of a military installation that is being closed or realigned under a base closure law, including 10 U.S.C. 2687, and small and small disadvantaged businesses shall be provided maximum practicable opportunity to participate in acquisitions that support the closure or realignment, including acquisitions for environmental restoration and mitigation.

Contracts resulting from this solicitation that are subject to PL 103-160, the Prime contractors shall submit to the Contracting Officer, a Preference for Local Small Business, Subcontracting Plan. This plan will address the contractor's procedures for subcontracting/procurement with local small businesses within the vicinity of a military installation that is being closed or realigned. This plan shall be submitted to the Contracting Officer within 15 days after contract award. Failure to comply with the procedures established in the contractors' Preference for Local Small Business, Subcontracting Plan will affect the contractor's performance evaluation.

This preference for Local Small Business Subcontracting Plan shall also apply to the Contract Task Order's (CTO) issued under this contract, when applicable.

#### **H18 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.

#### **H19 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. 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.

**H20 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>.

**H21 CONTRACTOR PERFORMANCE ASSESSMENT REPORTS SYSTEM (CPARS)**

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.

**H22 SUBCONTRACTING REPORTING**

In accordance with FAR 52.219-4, Limitations on Subcontracting, the Contractor shall submit the following NAVFAC report every six (6) months after basic contract award:

- 1) Prime Contractor Limitations on Subcontracting Report, Section J, Exhibit I

**H23 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, Exhibit G
- 2) Monthly Exposure Report, Section J, Exhibit H

**CLAUSES INCORPORATED BY REFERENCE**

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.245-2	Government Property Installation Operation Services	APR 2012

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

## 5252.209-9300 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).

5252.222-9305 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).

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-12	Liquidated Damages--Construction	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
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
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	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
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-11	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
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4 Alt I	Patent Indemnity-Construction Contracts (Dec 2007) - Alternate I	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2014
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
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	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
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2	Subcontracts	OCT 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.248-3	Value Engineering--Construction	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
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
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	JAN 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.209-7992 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2015 Appropriations	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### 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 determined at the task order level] 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 [to be determined at the task order level] 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

##### 52.216-18 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 date of award through expiration of the final awarded performance period.

(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 **\$5,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$5,000,000**;

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

(3) A series of orders from the same ordering office within **seven** 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 **three** 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)

## 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 the expiration of the last awarded performance period**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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 **14 calendar 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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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

Employee Class	Monetary Wage – Fringe Benefits
Heavy Equipment Operator	\$25.72
Unexploded Ordnance Technician I	\$25.79
Unexploded Ordnance Technician II	\$28.45
Unexploded Ordnance Technician II	\$34.10
Environmental Technician	\$19.22
Engineering Technician V	\$24.15
Project Manager	\$32.26

(End of clause)

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

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)

## 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://farsite.hill.af.mil>

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

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

## 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.

5252.236-9310 RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

5252.242-9305 PREPERFORMANCE CONFERENCE (JUL 1995)

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

5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

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

LIST OF ATTACHMENTS**SECTION J**  
**LIST OF ATTACHMENTS****Attachment**

<u>Number</u>	<u>Title/Description</u>
J1	Site Visit Information and Directions
J2	PTO 0001, Performance Work Statement
J3	Davis Bacon Wage Determination No. CA150002 03/27/2015 CA2
J4	Service Contract Act, Wage Determinations

**Exhibits**

<u>Number</u>	<u>Title/Description</u>
A	Section C, Table 1 - Non-key Personnel Minimum Qualifications
B	Performance Assessment Plan
C	Project Data Sheet
D	Financial Questionnaire
E	Past Performance Questionnaire
F	Request for Information (RFI) form
G	Contractor Safety Evaluation Checklist
H	Monthly Exposure Report
I	Limitations on Subcontracting Report

**\* NOTE, All Exhibits will be provided as separate files to the RFP.**

J1 - SITE VISIT INFORMATION

**ATTACHMENT J1**

A site visit and pre-proposal conference will be held on 21 May, 2015 at 10:00 am (local time). See Section L for site visit instructions.

SITE VISIT DIRECTIONS

Staging for Site Visit will be at the Camp Billy Machen parking area, located just outside the SEAL facility near Niland Ca.

- ② Take the 111North to Niland
- ② Just before entering the town of Niland, take a slight left on Niland Ave continue until Main St.
- ② Take a right and continue on Main St, cross the railroad tracks and there is a Power Station on your left
- ② Continue past the power station and turn a slight left onto Gas Line road
- ② Take this all the way to the Camp Billy Machen SEAL camp parking area.

J2 - PTO 0001, PWS

**ATTACHMENT J2**

**NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST  
PERFORMANCE WORK STATEMENT  
FOR  
RANGE CLEARANCE, TARGET REFRESHMENT AND MATERIAL PRESENTING A POTENTIAL  
EXPLOSIVE HAZARD (MPPEH) REMOVAL, PROCESSING AND DISPOSAL  
FROM  
TARGET AREAS S-4-1 AND S-4-3  
LOCATED AT CAMP BILLY MACHEN, CHOCOLATE MOUNTAINS AERIAL GUNNERY RANGE  
(CMAGR)**

The Performance Work Statement (PWS) for this Contract Task Order (CTO) shall be as outlined below and as described elsewhere in the basic contract. Naval Facilities Engineering Command Southwest (NAVFAC SW) will administer this CTO. Duration of this contract shall be one year (365 calendar days).

**1.0 OBJECTIVE**

The primary purpose of this project is to provide safe and sustainable ranges in accordance with Marine Corps Order (MCO) 355.12 "Operational Range Clearance Program". This CTO requires the Contractor to provide all qualified labor, equipment and materials necessary to safely identify, inspect, treat (blow in place) remove, certify and recycle all UXO, range residue (munitions debris and range related debris) and all other Material Presenting a Potential Explosive Hazard (MPPEH) from range areas identified below in accordance with governing Federal, State, local and DoD/Marine Corps regulations/policies.

**2.0 BACKGROUND**

Naval Special Warfare Group One occupies a Desert Warfare Training Center within the installation boundary of Marine Corps Air Station (MCAS) Yuma known as Camp Billy Machen. The Camp is located at the foot of the Chocolate Mountains Aerial Gunnery Range near the town of Niland California and is used by the Navy Sea, Air and Land (SEAL) teams as part of their training. This PWS covers two of the range areas at this location: The 10 acre buffer area that surrounds S-4-1 a (demolition range) and S-4-3 known as the Anti-Mechanized Range (a live fire training range)

**2.1 Range S-4-1**

S-4-1 is an eight (8) acre demolition training range. As depicted in Attachment A, surrounding this range is a buffer area of approximately 10 acres that has been used to stage items no longer usable for practicing demolition techniques. Once an item no longer had value for training it was pulled to this adjacent buffer area.

Items in the area include, but are not limited to; destroyed targets, range related debris, vehicle hulks, munitions debris, and other Materials Presenting a Potential Explosive Hazard (MPPEH). On this range, the entire focus of the clearance effort is limited to the 10 acre buffer area adjacent to the demolition range.

**2.2 Range S-4-3**

S-4-3 is an 8.28 acre live fire anti-mechanized range. As depicted in Attachment B, at present the targets for this range are both steel tank hulks and five (5) tilt up steel targets. The range had a limited surface and subsurface clearance conducted in August 2012. A summary of the types and quantities of UXO items encountered during this clearance is provided in Attachment C (UXO Density/Location).

**2.3 Attachments**

Attachments A (S-4-1 Details) and Attachment B (S-4-3 Details) provide further details on the specifics of each range.

### **3.0 DEFINITIONS**

For this contract, "Munitions Debris" and "Range Related Debris" defined as follows:

#### **3.1 Munitions Debris**

Ordnance related scrap must be examined by qualified unexploded ordnance (UXO) technician as outlined in Department of Defense Explosive Safety Board (DDESB) Technical Paper 18 or by an explosive ordnance disposal (EOD) technician to determine potential explosive hazards to be aware of in order to safely handle and demilitarize such items. Munitions debris includes all Munitions and Explosives of Concern (MEC) and MPPEH until examined, inspected and certified as Material Documented as Safe (MDAS) by a qualified UXO Tech III.

#### **3.2 Range Related Debris**

Range related debris material must be examined by qualified UXO technician as outlined in DDESB Technical Paper 18 to determine potential explosive hazards in order to safely handle and demilitarize such item.

Range related debris is defined as material other than munitions debris and includes, but is not limited to, such items as: tank hulks, target vehicles, concrete, wood, metal, tires, Sea-Land containers, consumable conex targets, or discarded target maintenance material. Range Related debris is considered MPPEH until examined, inspected and certified as MDAS by a qualified UXO Tech III.

All range related debris shall be inspected for the presence of Low-level radioactive waste (LLRW) prior to being moved from the range. Any suspected LLRW material including, but not limited to, dials, gauges, parts of military vehicles that are known or suspected of containing LLRW SHALL NOT BE MOVED. Prior to movement the item shall be checked with a Radiological Detection RAD meter to positively determine the presence or lack of radioactive material. If radiation is detected, the suspect material shall remain in place, GPS location recorded, pictures taken and the Base Radiation Department notified of recorded measurements and location. Specific details on Marine Corps procedures for LLRW are contained in the fieldwork element of this scope of work.

### **4.0 WORK ELEMENTS**

#### **4.1 Work Element 1 – Meeting and Reports**

##### **4.1.1 The Contractor shall attend a Kick-Off Meeting at Camp Billy Machen**

This meeting shall address issues related to the project such as; logistics, schedule, lay down/processing area, work hours, base access and other relevant issues.

a) **DELIVERABLE:** The contractor shall provide an agenda, a brief summary of the field work planned activities, and a proposed project schedule.

**STANDARD:** A copy of the handouts shall be emailed to the Contracting Officer's Representative (COR) seven (7) working days before the kickoff meeting. Hardcopy handouts shall be provided to all attendees.

b) **DELIVERABLE:** The Contractor shall be responsible for developing and distributing meeting minutes via email, in PDF format to the Contracting Officer's Representative (COR) and all attendees.

**STANDARD:** Draft meeting minutes submitted within seven (7) working days after the kick-off meeting. Final meeting minutes submitted within three (3) working days after receipt of Government comments.

#### 4.1.2 The Contractor shall provide Daily Production Reports

a) DELIVERABLE: The Daily Production Report

STANDARD: Daily production report shall be submitted by email to the COR and other team members identified in the kickoff meeting no later than 12 hours after each day of fieldwork.

REQUIREMENTS: The daily report shall include the number of personnel on site, the work accomplished that day, work to be accomplished the next day, any safety incidents, production statistics, and any problems encountered during the performance of the work.

b) DELIVERABLE: Meeting minutes of items discussed shall be produced by the Contractor in MS WORD and forwarded to all attendees via email.

STANDARD: Within seven (7) working days after the CQC meeting

#### 4.1.3 The Contractor shall provide Monthly Status Reports

DELIVERABLE: A monthly status report submitted with the invoice in Wide Area Work Flow (WAWF) with an email a copy to the COR

STANDARD: Within five (5) working days after the end of each month.

REQUIREMENTS: The monthly status reports shall include cost, performance, and overall project status for project management purposes.

#### 4.1.4 The Contractor shall provide Accident/Incident Reports

a) DELIVERABLE: For all accidents/near miss incidents the Contractor shall notify the Government by phone and email.

STANDARD: Within two (2) hours of any incident (including near-miss incidents) reported to the NAVFAC Contracting Officer, COR, and Safety Office via both email and phone call.

STANDARD: Within 24 hours of any incident (including near-miss incident) the Contractor shall prepare a Contractor Significant Incident Report (CSIR) and within two (2) days of the incident enter it into the Enterprise Safety Applications Management System (ESAMS)

b) DELIVERABLE: Submission of a MER attached with the invoice in WAWF. The Contractor shall also email a copy to the COR and NAVFAC SW Safety Point of Contact.

STANDARD: Within five (5) working days after the end of each month.

REQUIREMENTS: The Monthly Exposure Report (MER) shall be a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.

#### 4.2 **Work Element 2 – Draft, Draft Final and Final Versions of a Site Specific Work Plan**

The Contractor shall prepare a Project Specific Work Plan (WP) detailing the approach to be used to accomplish the work as outlined under this performance work statement. Included as part of the work plan shall be:

- ... Accident Prevention Plan
- ... Quality Control (QC) Plan,
- ... Environmental Management Plan

## ... Technical Management Plan

An Accident Prevention Plan (APP) is required for this project. The APP shall be completed for this project as required by SOUTHWEST- NAVFACENGCOMINST 5100.1A of 3 Feb 1995 and the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 (most recent version). The APP shall address all sections that are deemed appropriate for performing this project and shall provide for a safe and healthful work environment for all persons involved including the requirements set forth in 29 CFR 1910.120. The APP shall contain all appropriate appendices including a **Site Safety and Health Plan [SSHP]**. The SSHP shall contain an **Activity Hazard Analysis (AHA)** that evaluates site specific hazards for all tasks performed. If by the nature of the work an item is not applicable, the Contractor shall state and provide a justification as to why that element/sub-element is not applicable. Any SSHP elements adequately covered elsewhere in the APP do not need to be duplicated. The draft APP, SSHP and AHA shall be submitted to the Command Environmental Safety Engineer for review and comment. The Contractor shall not proceed to the next version of without Navy approval.

The QC plan shall include how the QC plan will be used. The QC plan shall provide details of the approach, methods, and operational procedures to be employed to perform QC for grid clearance confirmation and demilitarization of all materials in order to ensure integrity of the process.

The Environmental Management Plan shall describe the approach, methods, and operational procedures to be employed to protect the natural environment during performance of this project. The Contractor shall develop the Environmental Management Plan which consistent with the Natural Resources in accordance with the Natural Resources Management Plan for Marine Corps Air Station Yuma.

The Technical Management Plan shall describe the approach, methods, and operational procedures to be employed to perform Munitions and Explosives of Concern (MEC) operations for this project.

DELIVERABLE: A government approved Work Plan (WP) to accomplish the work under this specific CTO.

## STANDARD:

- Email a Draft WP in Word due 30 calendar days after CTO award to the COR.
- Email Draft Final copy WP in Word to the COR within 15 calendar days after receipt of Navy comments.
- Email Final PDF copy of WP to the COR and mail two (2) hardcopies within five (5) calendar days after receipt of Navy comments.

REQUIREMENTS: All work involving munitions and explosives of concern and MPPEH or any material or item with the potential to explode must develop and implement a specific plan to address this hazard. This includes a mechanism to assure protection of all subcontractors, site visitors, or any person potentially exposed to an explosive hazard. Work must be performed in a manner consistent with all appropriate Department of Defense, Marine Corps and Navy guidance, in order to assure hazards are identified and appropriate precautions take place in order to avoid preventable mishaps. In the case of mishaps, the plan must include text that assures the appropriate response takes place and the proper reporting is accomplished.

The WP shall summarize the planned work as well as a discussion of issues related to unexploded ordnance (UXO) avoidance, clearance, and demolition and disposal procedures to be used during field activities. Including storage and disposal of ordinance scrap and range related debris with a detailed description of all processes to be used to identify, handle, demilitarized, certify/document as safe and proper dispose of munitions debris and range related debris. The contractor shall present, within the Site work plan, a schedule outlining the milestones necessary to achieve both clearance and target

installation. In addition, the Work Plan shall address how UXO and dud munitions will be identified and how each category of UXO and dud munitions will be handled.

The WP shall outline the engineering approach to be used to prepare the site for target insertion. The work plan shall also contain details on how targets will be brought from the staging area and placed.

The WP shall provide evidence of proper permitting or all equipment and the Contractor shall have the permits available for review. The Contractor is required to ensure that all equipment proposed to be utilized is properly permitted, this includes, but not limited to, items such as generators, diesel powered equipment, etc.

The WP shall follow the United States Army Engineering Support Center, Huntsville (USAESCH) Data Item Descriptions (DID) MR-001 (Type 1 Work Plan) format and presentation and in accordance with any other relevant or applicable DIDs.

The WP shall include a Operational Risk Management (ORM) evaluation of the work to be performed under this scope of work in accordance with OPNAV INSTRUCTION 3500.39A, Operational Risk Management. ORM is a method for identifying hazards, assessing risks and implementing controls to reduce the risk associated with any operation. All activities that handle munitions and residue shall conduct a stand-down to review procedures prior to commencement of fieldwork and as necessary to ensure appropriate safety measures are implemented and reviewed by all involved in the fieldwork.

The Contractor shall prepare written response to all Government comments on the plans. The format of the work plans shall be in Microsoft Word and submitted via email for draft and draft final, 2 hard copies and a PDF copy of the final work plan is required

#### **4.3 Work Element 3 – Field Work**

The PWS for this project includes the Contractor providing all labor, materials and equipment necessary to safely conduct the work at S-4-1 and S-4-3. Both areas will be closed at the same time from the 16th of Nov. to the 16th of December for a total of 30 days to complete the on-range portion of the work. It should be noted that the only day the ranges will not be available during this closure time will be on the 20th of Nov. where the ranges will not be available for a continuous six (6) hour period.

The processing of all debris will be accomplished in the Camp David area which is located approximately one (1) mile from the ranges. Since this area is outside of the range area, the Contractor can process in this area while the ranges are in “hot” status.

##### **4.3.1 The Contractor shall provide Range Clearance**

a) **DELIVERABLE:** Surface/subsurface clearance as required to remove all range related debris and munitions debris from the 10 acres of buffer area surrounding the S-4-1 range.

**STANDARD:** Clearance of all munitions debris. Clearance of all range related debris larger than four (4) inches in any direction from the 10 acre area adjacent to the S-4-1 demolition range.

b) **DELIVERABLE:** Surface/subsurface clearance as required to remove all range related debris and munitions debris from the S-4-3 range.

**STANDARD:** Clearance of all UXO and munitions debris. Clearance of all range residue larger than four (4) inches in any direction from the range.

**REQUIREMENTS:** The Contractor shall provide fully trained and qualified UXO clearance teams and all equipment and materials necessary to safely conduct range clearance.

#### 4.3.2 The Contractor shall provide Target Placement

The exact location of the 10 targets to be placed on S-4-3 shall be provided with GPS coordinates post award.

a) DELIVERABLE: The Contractor shall place 10 Government provided 1 inch thick steel full size 3-D metal tank targets on Range S-4-3.

STANDARD: Range S-4-3; Clearance as required for safe placement of 10 government provided 3D metal targets at the GPS coordinates provided by the government post award.

REQUIREMENTS: The Contractor shall provide fully trained and qualified UXO clearance teams and all equipment and materials necessary to safely surface/subsurface clear and place the targets.

#### 4.3.3 Residue Removal and Disposition

a) DELIVERABLE: The Contractor shall process, demilitarize, certify and recycle all range residue (to include munitions debris and range related debris) generated as part of this project.

a) STANDARD: All munitions debris and range related debris shall be inspected, processed, demilitarized and recycled.

REQUIREMENTS: The contractor shall furnish all qualified personnel and equipment to demilitarize all recovered UXO, munitions debris and range related debris from the ranges. The Contractor shall process, demilitarize, MDAS and recycle and/or landfill all materials generated as part of this project. Recycled material shall be fully demilitarized, disfigured so as to not look like ordnance and be certified using DOD form 1348-1A. The Contractor shall provide a qualified and independent 3<sup>rd</sup> Party QC to verify the MDAS status of all materials prior to placement in lockable containers for shipment to a recycler or to the landfill. Positive control and chain of custody is required from the point of generation to the arrival at the recycle facility or landfill.

b) STANDARD: All range related debris shall be subject to radiological evaluations at a minimum of three checkpoints to ensure no suspected radiological materials leave the range: 1) on range as it is processed; 2) when loaded prior to shipment; and 3) prior to transportation to the recycling facility, completely encompass (all sides, top and bottom) the transport container.

In addition, all transportation containers to be used shall be physically inspected and scanned for the presence of radiological materials prior to placing any MDAS into the containers.

The Senior UXO Supervisor (SUXOS) and independent 3<sup>rd</sup> party Quality Control (QC) are ultimately responsible for ensuring the loaded vehicle is free of energetic and radioactive material prior to transport from the operational range.

If radiation is detected, the range related debris shall remain in place and the Contracting Officer's Representative (COR) and Range Point of Contact shall be notified with the following information.

- ... GPS coordinates of the site where object/target(s) with radioactive material was/were discovered.
- ... GPS coordinates where object/target(s) may have been transported and deposited while awaiting removal of the radioactive material, or if relocated to another position on the range, that new location.
- ... The amount of radioactivity that was present when the item was discovered, preferably in units of Curies or Becquerel. If in counts per minute, the counting efficiency of the instrument should also be provided, in units of counts per minute per disintegrations per minute (cpm/dpm).
- ... The model number and serial number of the instrument that was used for the measurement.
- ... The name (printed legibly) of the individual performing the radiological survey and the organization who conducted the range clearance for the targets in question.

- ... Applicable dates when items were moved, etc.
- ... The radionuclide present (Ra-226, Pm-147, etc.) if identified.

Instruments used by the contractor shall be capable of performing a quantitative assessment of radioactive material, with a minimum detectable activity (MDA) no greater than that specified in NRC Regulatory Guide 1.86.

a) **DELIVERABLE:** The Contractor shall conduct certification/verification including independent 3<sup>rd</sup> party certification of all range residue (to include munitions debris and range related debris) generated as part of this project. This shall be documented utilizing a DD Form 1348-1a for scrap turn-in documentation.

**STANDARD:** The contractor shall prepare the DD Form 1348-1a to be signed by the contractor's designated SUXOS/QC and cosigned by an independent and qualified 3rd Party QC Contractor

**REQUIREMENTS:** Instructions for completing this form are contained in the Defense Reutilization and Marketing Manual, DoD 4160.21-M.

b) **DELIVERABLE:** The Contractor shall conduct recycling of all range residue (to include munitions debris and range related debris) generated as part of this project and any other materials generated during the performance of this contract.

**STANDARD:** Recycling Centers must be evaluated by the Contractor and demonstrated to be properly certified and in compliance as Qualified Recyclers according to State/Federal regulations, DODs, policies and/or procedures.

**REQUIREMENT:** Any proceeds generated as part of recycling materials shall be used by the Contractor to offset project costs. No recycling funds shall be returned to the Government.

#### 4.3.4 UXO Disposition

The Marine Corps installation EOD teams WILL NOT provide disposition support for identified UXO/dud-munitions. Contractor shall be required to conduct any Blow in Place (BIP) operations in support of this project. Temporary storage of donor explosives in the proper Government facilities for demolition operations will be permitted and will be discuss during the kickoff meeting.

a) **DELIVERABLE:** The Contractor shall be responsible to perform all UXO demolition services.

**STANDARD:** The Contractor shall provide DOD UXO Qualified personnel to perform UXO Disposition.

**REQUIREMENT:** Demolition and venting of all UXO and MPPEH items as part of the performance of this work.

#### **4.4 Work Element 4 – Data Management**

The Contractor shall be required to demonstrate that they have a centralized data management system in place at the time of award that will store all data collected for this project (both spatial data and tabular data).

a) **DELIVERABLE:** The Contractor shall be required to provide a geodatabase of all GIS information including maps that depict the types and location of any UXO items discovered during the performance of this work to the MCAS Yuma Range Management Department and GIS personnel.

**STANDARD:** Information must be provided in a geodatabase format that can be readily transitioned to Marine Corps database to account for munitions debris and range related debris removed from the range.

**REQUIREMENTS:** This information shall include the GIS coordinates for any MEC and include: the location of all ordinance scrap, range related debris removed, the density of materials removed from each 100 x 100 clearance grid at each location.

**4.5 Work Element 5 - Draft/Draft Final and Final Project Completion Report**

**DELIVERABLE:** The contractor shall prepare a draft and final Completion Report that summarized all aspects of the work performed.

**STANDARD:**

..Email Draft Letter Report in Word to COR within (30) calendar days after completion of all fieldwork.

..Email Final Letter Report to COR within (15) calendar days after receipt of Navy comments.

The Contractor shall provide (2) hard copies and complete PDF copies on CD with all attachments included.

**REQUIREMENTS:** All records of material recycling and landfill disposal shall be detailed in the report. Daily reports, maps, drawings and pictures shall be included that illustrate the work accomplish shall all be included along with the Geodatabase developed to capture information on UXO types and locations and types and amounts of munitions debris and range related debris.

**5.0 DELIVERABLE SCHEDULE MATRIX**

<u>WORK ELEMENT</u>	<u>DELIVERABLE</u>	<u>COR</u>	<u>MCAS YUMA</u>	<u>DUE DATE</u>
4.1.1	Draft Meeting Minutes	1	1	7 days after kick off meeting
4.1.1	Final Meeting Minutes	1	1	3 days after receipt of comments
4.1.2	Daily Reports	1	1	NLT 12hrs after each day of Fieldwork
4.1.3	Monthly Status Reports	1	1	Monthly Status Report submitted with invoice in Wide Area Work Flow (WAWF)
4.1.4	Accident Reports	1	1	Notify the Contracting Officer, COR and MCAS YUMA POC within 2 hours of any incident
4.2	Draft Work Plan, including associated plans (Heath/Safety/ Envion/QC/Tech Management Plan, ORM Plan	1	1	30 days after award of the delivery order
4.2	Navy Review	-	-	15 days after receipt of Draft document

4.2	Draft Final Work Plan	1	1	15 days after receipt of Navy comments
4.2	Navy Review	-	-	5 days after receipt of draft final document
4.2	Final PDF of Work Plan	1/1HC	1/1 HC	5 days after receipt of Navy comments
4.5	Draft Report	1	1	30 days after completion of all fieldwork
4.5	Navy Review	-	-	15 days receipt of Draft document.
4.5	Final Report	1/2HC	1/2HC	15 days after receipt of Navy comments

## **6.0 PERFORMANCE WORK STATEMENT MATRIX**

The following service delivery summary includes the performance objective and performance threshold for each task in the contract. This performance threshold provides a vehicle to align performance with the government STANDARD /business objective, and provides a focus on critical success factors in meeting these objectives. The referenced sections provide further detail of the performance objective.

<u>Performance Objective</u>	<u>Reference</u>	<u>Performance Indicator</u>	<u>Performance Threshold</u>
Mishap Reporting	Work Element 4.1.1	Quality	100% of all mishaps are documented, reported to the government and corrective action taken; no mishaps due to negligence
UXO personnel qualification verification	Work Element 4.2	Quality	100% of all UXO personnel working on project at all times meet qualifications per OP-5/TP-18 documented in Work Plan
Range Clearance	Work Element 4.3	Quality	100% clearance of all UXO, munitions Debris and range related debris removed from each range as outlined in the PWS and in accordance with Work Plan.
UXO and suspect UXO procedures and practice	Work Element 4.3.1	Quality	100% of all UXO identified and safely handled IAW most current version of Navy/DoD procedures/directives/guidance and approved Work Plan
Residue Removal and Disposition	Work Element 4.3.3	Quality	100% of MPPEH inspected and certified by UXOSO and 3 <sup>rd</sup> Party QC as MDAS
Site Control	General	Quality	100% of all site visitors receive site safety brief, and are issued or wear proper safety equipment

Reporting Requirements Work Elements 4.1;4. 2; Timeliness  
4.3;4.4 and 4.5

Reports submitted within established  
deadlines 90% of time

## **7.0 SPECIAL CONDITIONS**

7.1 The Contractor shall obtain written approval from the appropriate installation personnel prior to obtaining photographic records, still or motion picture, and aerial or ground photographs; in accordance with Public Law 18 U.S. Code 795 and applicable Station Regulations. The Government may provide a representative to act in an advisory capacity to prevent unauthorized disclosure of classified information.

7.2 Any oral directions, instructions, explanations, commitments and/or acceptances given by any Government employee to the Contractor, SHALL NOT be construed by the Contractor as a change in scope to this delivery order. Any change in scope of work MUST be issued to the Contractor, in writing, by the Contracting Officer in order to be binding to the Government.

7.3 The Contractor shall ensure that personnel have been appropriately trained for the tasks and duties assigned. The Contractor shall maintain and provide upon request, records of training and qualifications of individuals involved in the project.

7.4 Station Regulations: The Contractor and his/her employees and Subcontractors shall become familiar with and comply with installation regulations, including fire, traffic, and security regulations. Contractor personnel employed on the installation 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.

7.5 Identification badges and vehicle passes shall be coordinated through the NAVFAC PM. No employee or representative of the Contractor will be admitted to the installation unless the employee or representative furnishes satisfactory proof of United States citizenship.

7.6 The Contractor shall be responsible for obtaining permission and clearance from the appropriate Navy or Marine Corps Security Personnel, including EOD, to enter and perform the required field work. The Contractor shall schedule the field work with the installations operational and environmental representatives, the NAVFAC PM and other key personnel.

7.7 The Contractor shall make every effort to prevent the spread of contamination or release of contaminants to the environment in accordance with all Federal, State and local laws, regulations and instructions. Dust controls shall meet the requirements of Yuma's PM 10 requirements. All work shall be completed in accordance with all applicable DoN, Federal, State and local laws, regulations, and guidance.

7.8 The Contractor shall establish an explosive certification and documentation process for all Contractor and Subcontractor personnel working within exclusion zones, if such are required.

7.9 The Contractor shall develop signage for designated safe zones, munitions debris process zones, and construction areas.

7.10 Scheduling: Schedule work so as to cause the least amount of interference with station operations. Work schedules shall be subject to the approval of the RPM.

7.11 Contractor shall comply with all appropriate DoD, DoN, and Marine Corps explosive safety policy and guidance.

## **8.0 CONTRACT ADMINISTRATION DATA**

8.1 General Funding Information: CUSTOMER FUNDED

Type of Funding: O&M, USMC

8.2 POINTS-OF-CONTACT:

NAVFAC COR:

Name: WILL INSERT AT TIME OF AWARD  
Address: Naval Facilities Engineering Command  
1220 Pacific Highway  
San Diego, California 92132-5181  
Attn: Code  
Phone: (619)  
Email:

Marine Corps Air Station (MCAS) Yuma:

Name: WILL INSERT AT TIME OF AWARD  
Address:  
Building:  
Floor:  
Room:  
Yuma, AZ 85369  
Phone: (928)  
Email:

Contract Specialist (CS):

Name: Pamela Sons Code ACQ4.PS  
Address: Naval Facilities Engineering Command  
1220 Pacific Highway  
San Diego, California 92132-5181  
Environmental Contracts Core Team  
Phone: (619) 532- 4624 (Commercial)  
Email: [pamela.sons@navy.mil](mailto:pamela.sons@navy.mil)

J3 - DAVIS BACON

**General Decision Number: CA150002 03/27/2015 CA2**

**Superseded General Decision Number: CA20140002**

**State: California**

**Construction Types: Building, Heavy (Heavy and Dredging) and Highway**

**County: Imperial County in California.**

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	02/13/2015
3	03/27/2015

ASBE0005-002 06/30/2014

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 35.44 19.36

Fire Stop Technician

(Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 24.34 16.09

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ASBE0005-004 06/24/2013

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 16.95 10.23

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BRCA0004-002 11/01/2014

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 40.56 15.15

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BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

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BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

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CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates' column are per day

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CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		

DRYWALL INSTALLER/LATHER.....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 ELEC0569-002 12/01/2014

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 40.75	13.10
Tunnel Work.....	\$ 15.75	13.25
Electrician.....	\$ 40.00	13.07
Tunnel Work.....	\$ 45.00	13.22
Electricians: (Electrical contracts of \$500,000 and over)		
Cable Splicer.....	\$ 43.75	13.19
Tunnel Work.....	\$ 48.75	13.34
Electrician.....	\$ 43.00	13.16
Tunnel Work.....	\$ 48.00	13.31

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 ELEC0569-005 09/01/2014

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 28.82	3%+10.81
Soundman.....	\$ 23.06	3%+ 9.17

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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 ELEC0569-006 10/06/2014

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		

Utility Technician #1.....\$ 28.75      3%+7.42  
 Utility Technician #2.....\$ 23.90      3%+7.42

**STREET LIGHT & TRAFFIC SIGNAL WORK:**

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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 ELEC1245-001 06/01/2013

Rates      Fringes

**LINE CONSTRUCTION**

(1) Lineman; Cable splicer..\$ 50.30      15.00  
 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17      14.56  
 (3) Groundman.....\$ 30.73      13.48  
 (4) Powderman.....\$ 44.91      13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 \* ELEV0018-001 01/01/2015

Rates      Fringes

ELEVATOR MECHANIC.....\$ 49.90      28.38

**FOOTNOTE:**

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/07/2014

Rates      Fringes

**OPERATOR: Power Equipment  
 (All Other Work)**

GROUP 1.....\$ 39.05      22.25  
 GROUP 2.....\$ 39.83      22.25  
 GROUP 3.....\$ 40.12      22.25  
 GROUP 4.....\$ 41.61      22.25  
 GROUP 5.....\$ 41.86      22.25

GROUP 6.....	\$ 41.83	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25
GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25
GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

**PREMIUM PAY:**

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional.  
 Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar,

Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

#### GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S,

R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2014

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

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 IRON0377-002 01/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler..	\$ 31.82	13.33
(3) Horizontal Directional Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28

GROUP 4.....\$ 37.61      16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1184-002 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48
GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix

trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person;

Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO1184-004 07/01/2014

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

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LABO1414-003 08/07/2013

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 27.45	16.36
PLASTER TENDER.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour: Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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PAIN0036-001 07/01/2014

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.89	12.28
(2) All Other Work.....	\$ 30.27	12.28

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 10/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.18	15.91

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PAIN0036-013 12/01/2014

	Rates	Fringes
GLAZIER.....	\$ 39.80	17.33

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PAIN0036-019 07/01/2014

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	12.75

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 PLAS0200-004 08/06/2014

	Rates	Fringes
PLASTERER.....	\$ 37.43	13.28

Work at Naval Air Facility Seeley: \$3.00 additional per hour

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 PLAS0500-002 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.85	19.55

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 PLUM0016-008 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER		
El Centro Naval Air Facility.....	\$ 55.21	20.36
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 44.71	20.36
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 43.33	19.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 34.59	17.71

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 PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.....	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

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 ROOF0045-001 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 25.08	7.28

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 SFCA0669-002 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.10	19.38

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 SHEE0206-002 01/01/2012

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 25.22	6.69

SHEET METAL WORKER.....\$ 33.05      19.23

SHEET METAL TECHNICIAN - SCOPE: LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000.

TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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TEAM0011-002 07/01/2014

Rates      Fringes

TRUCK DRIVER

GROUP 1.....	\$ 27.99	24.14
GROUP 2.....	\$ 28.14	24.14
GROUP 3.....	\$ 28.27	24.14
GROUP 4.....	\$ 28.46	24.14
GROUP 5.....	\$ 28.49	24.14
GROUP 6.....	\$ 28.52	24.14
GROUP 7.....	\$ 28.77	24.14
GROUP 8.....	\$ 29.02	24.14
GROUP 9.....	\$ 29.22	24.14
GROUP 10.....	\$ 29.52	24.14
GROUP 11.....	\$ 30.02	24.14
GROUP 12.....	\$ 30.45	24.14

WORK ON ALL MILITARY BASES:PREMIUM PAY: \$3.00 per hour additional. [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added afterward only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

J4 - SERVICE CONTRACT ACT

**ATTACHMENT J4**  
**SERVICE CONTRACT ACT**  
**WAGE DETERMINATIONS**

The following SCA Wage Determination's 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.

05-2017 Rev (19)	AK, Statewide
05-2023 Rev (19)	AZ, Phoenix – Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai
05-2025 Rev (17)	AZ, Tucson – Cochise, Graham, Greenlee, Pima, Santa Cruz
05-2027 Rev (19)	AZ, Yuma – La Paz, Yuma
05-2047 Rev (16)	CA, Los Angeles/Santa Ana – Los Angeles, Orange
05-2049 Rev (18)	CA, Monterey – Monterey, San Benito
05-2051 Rev (15)	CA, Oakland – Alameda, Contra Costa
05-2053 Rev (18)	CA, Riverside – Riverside, San Bernardino
05-2057 Rev (16)	CA, San Diego – Imperial, San Diego
05-2059 Rev (16)	CA, San Francisco – Marin, San Francisco, San Mateo
05-2081 Rev (15)	CO, Denver - Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma
05-2147 Rev (17)	Guam – Statewide, Marianas, Wake Island
05-2331 Rev (15)	NV, Las Vegas – Arizona County of Mohave; Nevada Counties of Clark, Esmeralda, Lincoln, Nye
05-2333 Rev (15)	NV, Reno – California Counties of Lassen, Mono; Nevada – All Counties except: Clark, Esmeralda, Lincoln, Nye
05-2361 Rev (16)	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
05-2439 Rev (16)	OR, Eugene – Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn
05-2441 Rev (15)	OR, Portland – Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill; Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum
05-2461 Rev (17)	Puerto Rico - Statewide
05-2531 Rev (15)	UT, Statewide
05-2559 Rev (18)	WA, Bremerton – Clallam, Grays Harbor, Jefferson, Kitsay, Mason
05-2561 Rev (20)	WA, Island County – Island, San Juan, Skagit
05-2563 Rev (17)	WA, Seattle – King, Snohomish, Whatcom
05-2569 Rev (17)	WA, Yakima – Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler; Washington Counties of Benton, Franklin, Walla Walla, Yakima

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



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

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 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 ORCA 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 ORCA 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, Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--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 Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information

of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)

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

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

\_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (vi) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

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

INSTRUCTIONS TO OFFERORS**L1 PRE-PROPOSAL MEETING/SITE VISIT**

(1) A pre-proposal meeting/site visit for the Proposed Task Order 0001 project is scheduled for **21 May 2015** at 10:00 A.M. local time at Camp Billy Machen, Niland California. See Attachment J1 for directions. All firms interested in attending the meeting/site visit must submit the company name, attendee(s) full name(s), business address, phone number(s), citizenship, and email address(es). This information shall be emailed no later than **15 May 2015** to BOTH Pamela Sons at [Pamela.sons@navy.mil](mailto:Pamela.sons@navy.mil) and Jennifer DeVera at [jennifer.devera@navy.mil](mailto:jennifer.devera@navy.mil). The purpose of the meeting/site visit is to help potential offerors gain a better understanding of the objectives of the acquisition. All interested firms are urged to attend this meeting/site visit. Due to space limitations, participation is limited to three (3) representatives from each firm.

(2) In order to make the pre-proposal meeting as productive as possible, firms are requested to submit questions in writing via email to Pamela Sons at [pamela.sons@navy.mil](mailto:pamela.sons@navy.mil) by **15 May, 2015**. Firms should note that the terms and conditions of the solicitation can only be changed by a formal written amendment to the solicitation.

(3) Costs associated with participating in the pre-proposal meeting/site visit or responding to the solicitation will not be compensated.

**L2 SOLICITATION INQUIRIES**

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

Contract Specialist:	Pamela Sons
Email:	<a href="mailto:Pamela.sons@navy.mil">Pamela.sons@navy.mil</a>
Phone:	(619) 532-4624

All inquiries must include the solicitation number and clearly state the question and reference. All Requests for Information (RFI's) are due no later than **5 June 2015**.

**L3 PROPOSAL DUE DATE/LOCATION:**

Proposals are due no later than 2:00 PM, local time on **16 June 2015**.

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

NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST  
ATTN: PAMELA SONS, ENVIRONMENTAL CONTRACTS CORE, CODE ACQ4.PS  
1220 PACIFIC HIGHWAY  
SAN DIEGO, CA 92132

Contractors must clearly label the boxes/containers with the following information:

Solicitation Number: N62473-15-R-0813  
Attn: Pamela Sons, Code: ACQ4

**L4 PROPOSAL SUBMISSION REQUIREMENTS (ADMINISTRATIVE):****General:**

Proposals submitted in response to the solicitation shall be formatted as follows and furnished in the number of copies stated herein.

All proposals (paper and electronic) shall be labeled with the Volume Number and Title; Solicitation Number; and Name, Address, and Phone Number of the offeror. The electronic/paper proposals shall be submitted in separate Disks/Binders. The originals shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The copies shall be complete and clearly identified as "COPY" or "DUPLICATE". Offerors are advised that the proposal is "For Official Use Only" and that proposals are considered Source Selection Sensitive Information; see FAR 2.101 & 3.104 for further details.

Font size shall be 10 point or larger, with the exception of reproduced sections of the solicitation document, charts and graphs. Use at least 1-inch margins on the top and bottom and side margins, except for charts, graphs, maps and other illustrations. Font size 8 point is acceptable for graphics and charts only.

Offerors shall submit proposals via electronic format on CD-ROM. The acceptable electronic formats for proposals include Word 98 or later version, Excel 5.0 or later version, or Adobe Acrobat 9.0 or later version. Electronic mail is not an acceptable media. Offerors shall ensure that proposal disks are virus free, and free of password protection. If access to electronic proposal data is prohibited due to viruses, passwords, or wrong format, the proposal may be rejected. Page limits, if stipulated, must be adhered to. Electronic page size shall be 8.5" x 11".

Proposal(s) shall contain complete written responses all factors. Page limitations for each evaluation factor are specified below and any pages submitted in excess of the page limits will not be considered in the evaluation.

The following information shall be included in each Volume (Disk/Binder) and tabbed/labeled accordingly:

**Volume 1 – Price Proposal**

One (1) electronic copy and one (1) original and one (1) paper copy in a three ring binder with content as specified, and labeled accordingly.

- ° General, Cover Letter
- ° Tab A, SF33
- ° Tab B, Responsibility
  - Certification
  - Financial Questionnaire (Exhibit D)
  - Vets 100 Report

**Volume 2 – Non-Price Factors**

Three (3) electronic copies and one (1) original and two (2) paper copies in a three ring binder with content as specified, and labeled accordingly.

**Factor 1 – Specialized Experience:**

Maximum of 24 single sided pages (or 12 double sided pages)

- ° Tab A – Project Data Sheets (Exhibit C)

**Factor 2 – Technical Approach (PTO 0001):**

Maximum of eight (8) single sided pages [or four (4) double sided pages]

- Tab A – Technical Approach Narrative
- Tab B – Technical Approach Breakdown
- Tab C – Performance Milestone Schedule
- Tab D – Conflict of Interest Mitigation Plan
  - [Clause H13: limited to five single sided pages [or two (2 ½) double sided pages] and are not counted in the page limitation for Factor 2]

Factor 3 – Safety:

Maximum of two (2) single sided pages [or one (1) double sided page] for Tab C.

No page limitations for Tab A or Tab B.

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

Factor 3 – Management Approach:

Tab A limited to five (5) single sided pages [or two and one half (2 ½) double sided pages].

Tab B limited to 18 single sided pages [or nine (9) double sided pages].

No page limitations for Tab C.

- Tab A – Contract Management
- Tab B – Key Personnel
- Tab C – Joint Venture Agreements

Factor 5 – Past Performance:

No page limitation for Tab A

Tab B limited to 10 single sided pages [or five (5) double sided pages]

- Tab A – CPARS evaluations or Past Performance Questionnaires (Exhibit E)
- Tab B – Project Awards

**L4 PROPOSAL SUBMISSION REQUIREMENTS (FACTORS):**

**a. Factor 6, Price**

(1) Proposal Submission Requirements:

Volume 1, Price Proposal, shall be tabbed as follows:

General

A cover letter shall accompany the proposal as required by FAR 52.215-01(c)(2), Instruction to Offerors – Competitive Acquisition. The first page shall include:

- The solicitation number, name of the Offeror, address of the Offeror, point of contact information (telephone number and email address), Dun & Bradstreet Number, Cage Code, and the Tax Identification Number (TIN) of the offeror.
- 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.
- 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.

**TAB A**

Offerors shall include Standard Form (SF) 33 (Solicitation, Offer and Award), page 1 with blocks 12-18 completed and Section B of the RFP, Supplies or Services and Prices under Tab A.

**TAB B**

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 (Exhibit D):

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 a 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 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.

**b. Non-price Factors****Factor 1 – Experience of the Offeror**

(1) Solicitation Submittal Requirements:

Volume 2 – Experience of the Offeror shall be tabbed as follows:

**TAB A**

**Project Data Sheet, RFP Exhibit C**

The offeror shall submit eight (8) projects with 100% fieldwork complete (within the past five (5) years from the date of the RFP issuance) projects that best demonstrate specialized experience on relevant projects that are similar in size, scope, and complexity as described in Section C of the Performance Work Statement.

For purposes of this evaluation, relevant projects are defined as the Offeror having specialized experience in the following components:

- 1) Operational range clearance of UXO and Material Presenting a Potential Explosive Hazard (MPPEH) from active military ranges
- 2) Inspection, certification, and recycling of munitions debris/target scrap that is considered MPPEH and has been certified as Material Documented as Safe (MDAS)
- 3) Target removal and replacement

Note: Experience shall be for the Offeror as the Prime Contractor self-performing the work or the Offeror as a Subcontractor self-performing the work. "Self-perform" is defined as performing the clearance and inspection of the material and certifying it as MDAS.

Projects submitted for the offeror shall be at least 100% physically complete with fieldwork (not counting final report deliverables) within the past five (5) years of the date of issuance of this RFP.

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

- i) Work performed for a federal agency and meeting at least one of three requirements in paragraphs (ii), (iii) and/or (iv) below:
- ii) Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility; or
- iii) Work performed pursuant to a site specific contract (i.e. a non-ID/IQ contract) for one site or multiple sites within a single installation or facility; or
- iv) Work performed pursuant to a single contract that is not an ID/IQ contract or pursuant to one specific task order of an ID/IQ type contract at multiple installations or facilities;

Offeror refers to the Contractor submitting the proposal as Offeror, including Joint Ventures/LLCs, whose name appears in Block 14 of Standard Form (SF) 33 (Solicitation, Offer and Award).

The attached Project Data Sheet, **RFP Exhibit C**, is MANDATORY and SHALL be used to submit project information. Except as specifically requested, the Government will not consider information submitted in addition to this form. Individual blocks on this form may be expanded; however, the page limit for Tab A, Project Data Sheets, will be a maximum of 24 single-sided pages (or 12 double sided pages).

Project Data Sheets shall contain the following information:

- i) Contract Information: Name and address, contract number and task order number; title; place of performance; award date; contract /task order type (fixed price, cost reimbursable, etc.); name and address of procuring organization, procuring organization point of contact (POC) name, phone number and email address; technical or program manager's name, phone number and email address

ii) Cost: Project dollars; value of award, and final project amount

iii) Contract Role: Specify if contract/task order was a prime contract/task order or a subcontract to a prime contract. If a subcontract, include prime contractor's company name, point of contact phone number and email address.

iv) Description of work performed: Offeror shall describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out.) If the Offeror subcontracted out portions of the work, describe the oversight performed of the subcontractor(s) on relevant work to this solicitation. If the Offeror was a subcontractor on the project, the description, duration, and cost of the work provided should reflect the work performed by the Offeror as the subcontractor, and not work under the project as a whole. Description of work performed should include as applicable (a) technical and administrative functions – describe the complexity of functions performed; (b) distinctive and/or unique features of the project; (c) type of action performed; (d) Interaction with range management section/range scheduling; (e) summary of work accomplished and how it relates to work required by this solicitation.

v) Whether or not the project is 100% fieldwork complete, and the date upon which 100% fieldwork completion was achieved.

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

If the Offeror is submitting project experience where the Offeror was the subcontractor, the proposal shall clearly identify the work that the Offeror self-performed on the project. If the Offeror is submitting project experience where the Offeror subcontracted portions of the project to other firms, the Offeror shall clearly identify what work was subcontracted and what work was self-performed.

If the Offeror is proposing as a Joint Venture (JV) or Limited Liability Company (LLC), relevant project experience shall be submitted for projects completed by the JV/LLC entity. Refer to 13 CFR §121.103-106 and 13 CFR §125.6 for applicable small business size standards and requirements. If the JV/LLC does not have shared experience, at least two relevant projects shall be submitted for each JV/LLC member. If no shared project experience is demonstrated, proposals that fail to submit at least two relevant projects for each member of the JV/LLC will be rated as Unacceptable. Offerors are still limited to a total of eight (8) projects combined.

## **Factor 2: Technical Approach (PTO 0001)**

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

Information shall be included in Volume 2 – Submissions for Factor 4, Technical Approach (PTO 0001) proposal; Tab A – Technical Narrative, Tab B - Technical Approach Breakdown, Tab C - Performance Milestone Schedule.

All submissions for Factor 2 combined shall be limited to a maximum total of eight (8) pages [or four (4) double sided pages] total.

Volume 2 –Technical Approach (PTO 0001) shall be tabbed as follows:

#### **TAB A**

#### **Technical Approach Narrative**

Provide a comprehensive narrative describing your technical approach to completing PTO 0001 that meets or exceeds performance objectives, Range Clearance, Target Refreshment, and Material Presenting a Potential

Explosive Hazard (MPPEH) Removal and Processing from Target Areas S-4-1 and S-4-3 Located at Camp Billy Machen, Chocolate Mountains Aerial Gunnery Range (CMAGR), Niland, California.

The following five (5) elements will be evaluated to determine the viability of the technical approach:

- 1) Describe your technical approach to complete PTO 0001 that includes implementation and optimization. Under implementation, 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. Under optimization, describe how work will be optimized to minimize required time on range while still maintaining the highest level of safety and quality of work.
- 2) Describe your plan to incorporate Operational Risk Management while conducting surface/subsurface clearance of S-4-3 and MPPEH removal at S-4-1.
- 3) Describe your plan to address UXO identification and demolition.
- 4) Describe the approach to target removal and replacement.
- 5) Describe any difficult and challenging issues, and your planned approach to successfully mitigate them.

The technical approach must be feasible, thorough, and complete. No pricing will be included in this response.

#### Tab B

##### **Technical Approach Breakdown**

Provide a comprehensive technical approach breakdown adequately addressing the following two (2) elements:

- 1) The proposal by tasks, level of effort, and resources, which demonstrates your understanding and analysis of the project work requirements.
- 2) The labor mix, man hours, material, and equipment for prime and any proposed subcontractors.

The technical approach breakdown shall be submitted in an Excel spreadsheet. Do NOT include rates, costs, or prices with your technical proposal. Technical proposals for Factor 2 that contain rates, costs, and/or prices in the technical proposal will be deemed unacceptable and ineligible for award.

#### Tab C

##### **Performance Milestone Schedule**

Provide a comprehensive performance milestone schedule addressing the following two (2) elements:

- 1) Schedule parameters based on the scope of work requirements
- 2) Range availability for field work for a total of two (2) separate mobilizations, each lasting 14 days.

#### Tab D

##### **Conflict of Interest Mitigation Plan**

Offerors will be evaluated for any potential organizational conflicts of interest that may prohibit performance under PTO 0001. If an offeror believes that a potential conflict of interest may exist, the offeror shall submit as

part of its proposal, a mitigation/contingency plan to address how the offeror will resolve conflicts of interest in relationship to performance of CTO 0001. If there are no perceived conflicts of interest, the offeror shall certify to the best of the offeror's knowledge that no conflict of interest exists.

Offerors shall provide information pertaining to organizational conflicts of interest and compliance with solicitation Clause H13, NFAS 5252.209-9300, Organizational Conflicts of Interest (Alternate I). Responses to Clause H13 shall be limited to five pages in length; these five (5) pages will not be counted towards the page limitation of Factor 2.

### **Factor 3 – Safety**

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

The Offeror shall submit the following information: (For a Joint Venture or LLC, the following submittal requirements are required for each Contractor who is part of the Joint Venture or LLC; however, only one safety narrative is required. EMR and DART rates shall not be submitted for subcontractors.)

Volume 2 – Safety shall be tabbed as follows:

#### **TAB A**

##### **Experience Modification Rate (EMR):**

For the three (3) previous complete calendar years [2012, 2013, and 2014], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three (3) year period). If you have no EMR, affirmatively state so and explain why. Any extenuating circumstances that adversely affected the EMR should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation. There are no page limitations for submissions under Tab A.

#### **TAB B**

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

For the three (3) previous complete calendar years [2012, 2013, and 2014], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U. S. Department of Labor, Occupational Safety and Health Administration (OSHA). If you cannot submit an OSHA DART rate, affirmatively state so, and explain why. Any extenuating circumstances that adversely affected the OSHA DART rate data should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation. There are no page limitations for submissions under Tab B.

#### **TAB C**

##### **Technical Approach for Safety:**

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

### **Factor 4 – Management Approach**

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

Volume 2 – Management Approach shall be tabbed as follows:

TAB A

**Contract Management:**

The offeror shall submit a contract management plan that details the following:

a. Organization:

**Organizational Chart:** The proposed program management organizational structure, lines of authority for key personnel, and organizational relationships with any proposed subcontractors.

**Roles and Responsibilities:** The offeror shall describe the roles and responsibilities for each of the key personnel.

**Subcontractors:** Firms shall indicate the extent of their previous working relationship with any proposed subcontractors. In the event that the use of sub-contractor(s) in a “team” approach is proposed, wherein the sub(s) will accomplish significant portions of a clearly identifiable scope of work on a consistent basis, a “team” relationship will be considered. In such instances, the prime shall clearly identify the limits of responsibility for each team subcontractor.

b. Quality Control System:

The offeror shall include the proposed contract quality control system in support of the resulting contract. This includes, but is not limited to; completion of field work, maintenance of employee qualifications, verification of subcontractor qualifications, ensuring adherence to regulatory requirements, and adherence to DoD policy and guidance related to UXO work. See Section C 5.1 (References).

c. Staffing and Resources:

The offeror shall include the proposed plan for staffing/resourcing this contract to include all locations covered by this contract. The plan shall detail the offeror’s workforce by number and labor category. The plan shall describe how staffing and equipment needed to perform this contract will be acquired. The plan shall include how the Offeror plans to perform multiple task orders simultaneously over different geographic locations. The plan shall demonstrate the efficiency and cost effectiveness of the plan.

d. How and to what extent the proposed program management organization will interact with the home office organization and other supporting offices under the contract.

The page limit for Tab A will be a maximum of five (5) single sided [or two-and-one-half (2 ½) double sided] pages.

TAB B

**Key Personnel:**

The offeror shall submit a detailed resume for each of the following proposed key personnel; Program Director, Senior Unexploded Ordnance Supervisors (SUXOSs) (minimum of three), UXO Safety Officers (UXOSO) (minimum of two). The resumes shall specify the number of years the employee has worked for the offeror. If experience/qualifications were obtained under contracts listed under Factor 1, Experience, indicate the contract number. All resumes shall have the signature of the current employee.

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

- Name
- Current Job Title
- Proposed Position
- Employment Status – Specify whether the proposed individual is currently employed with the proposed prime contractor.
- 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 and discipline
- Relevant Project Experience and Qualifications

Each resume shall not exceed two (2) single sided pages, or one (1) double sided page. The page limit for Tab B will be a maximum of 18 single sided pages, or nine (9) double sided pages.

### TAB C

#### **Joint Venture Agreements:**

Contractors that elect to propose as a formal Joint Venture (JV) or Limited Liability Company (LLC) (as a separate legal entity) shall submit their legally binding formal JV or LLC agreement with their proposal. All such agreements shall be signed by the parties and shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind them. The offeror shall ensure that the Joint Venture or LLC meets the requirements of 13 CFR § 121.103 to 121.106, and 13 CFR §125.6, and any other applicable statutes and/or regulations. The Joint Venture Agreements or LLC Agreement will not count towards the page limitation.

### **Factor 5 - Past Performance**

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

Volume 2 – Past Performance shall be tabbed as follows:

#### TAB A

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

(a) If a completed CPARS Evaluation is available, it shall be submitted with the proposal for each project included in Factor 1 – 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 1 - Specialized Experience. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

(b) 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 (Exhibit E), 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, Pamela Sons via email at [Pamela.sons@navy.mil](mailto:Pamela.sons@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.

(c) 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 (PIRS) 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.

(d) 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.

(e) A copy of the blank Past Performance Questionnaire to be used for requesting client references is included as Exhibit E.

#### **TAB B**

Performance recognition documents, Awards, Award Fee Determinations, and Letters of Recommendation.

(a) Also include performance recognition documents received within the last three years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. Limit of 10 single sided [or five (5) double sided] pages for Tab B.

#### CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-5	Construction Wage Rate Requirements--Secondary Site of the	MAY 2014
	Work	
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.211-7002	Availability For Examination Of Specifications, Standards,	DEC 1991
	Plans, Drawings, Data Item Descriptions, And Other	
	Pertinent Documents	

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Multiple Award, Firm-Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation.

(End of provision)

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

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under 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

NAVFAC SW  
ATTN: BEATRICWE APPLING, CODE ACQ4.BA  
ENVIRONMENTAL CONTRACTS CORE, ACQUISITION  
1220 PACIFIC HWY.  
SAN DIEGO, CA 92132

(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)

**52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) **A formal site visit will be conducted 21 May 2015. See Section J1 and Section L for detailed information.**

(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://farsite.hill.af.mil/>

(End of provision)

5252.237-9302 SITE VISIT (JUL 1995)

- (a) The site will be available for visitation on **21 May 2015**. See **Section J1 and Section L** for detailed information.
- (b) Visitors may be required to present documentation evidencing personal identification and firm affiliation.

5252.242-9305 PREPERFORMANCE CONFERENCE (JUL 1995)

Within **30** days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

## Section M - Evaluation Factors for Award

**SECTION M****M1 BASIS FOR AWARD**

- a) 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 RFP. The Government intends to award a minimum of three (3) and a maximum of five (5) contracts to qualified firms. Best value shall be based on all price and non-price factors. The Government may elect to award a single task order contract or to award multiple task order contracts for the same or similar supplies or services. The Government reserves the right not to award proposed task order (PTO) 0001.
- b) The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract(s); to negotiate with offerors in the competitive range; and to award the contract(s) to the offeror(s) submitting the proposal(s) determined to represent the best value—the proposal(s) most advantageous to the Government, price and other factors considered.
- c) The Government intends to evaluate proposals and award contracts 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.
- d) 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.
- e) 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 significantly more important than price.
- f) Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

**M2 EVALUATION FACTORS FOR AWARD**

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

- Factor 1 – Experience of the Offeror
- Factor 2 – Technical Approach (PTO 0001)
- Factor 3 – Safety
- Factor 4 – Management Approach
- Factor 5 – Past Performance
- Factor 6 – Price (PTO 0001)

The distinction between experience of the offeror and past performance is that 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.

The relative order of importance of the non-cost/price evaluation factors is as follows: Factors 1, 2, 3, and 4 are of equal importance to each other and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment, Factor 5. 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 significantly more important than price, Factor 6.

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 offers conform to the solicitation and represent the best value to the Government, price and non-price factors considered.

### **M3 BASIS OF EVALUATION FOR EACH FACTOR**

#### **Factor 1 – Experience of the Offeror**

The basis of evaluation will include the Offeror's demonstrated depth and breadth of experience presented in the eight (8) relevant projects. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP.

For purposes of this evaluation, relevant projects are defined as the Offeror having specialized experience in the following components:

- 1) Operational Range Clearance of UXO and Material Presenting a Potential Explosive Hazard (MPPEH) from Active Military Ranges
- 2) Inspection, certification, and recycling of Munitions Debris/Target Scrap that is considered MPPEH and has been certified as Material Documented as Safe (MDAS)
- 3) Target Removal and Replacement

Note: Experience shall be for the Offeror as the Prime Contractor self-performing the work or the Offeror as a Subcontractor self-performing the work. "Self-perform" is defined as performing the clearance and inspection of the material and certifying it as MDAS.

Projects submitted for the offeror shall be at least 100% physically complete with fieldwork (not counting final report deliverables) within the past five (5) years of the date of issuance of this RFP.

Further, if the Offeror is proposing as a Joint Venture (JV) or Limited Liability Company (LLC), relevant project experience shall be submitted for projects completed by the JV/LLC entity, or, if the JV/LLC does not have shared experience, at least two relevant projects shall be submitted for each JV/LLC member. If no shared project experience is demonstrated, proposals that fail to submit at least two relevant projects for each member of the JV/LLC will be rated as Unacceptable. Offerors are still limited to a total of eight (8) projects combined.

Proposals that demonstrate the following may be rated higher:

- Operational range clearance of a single range or multiple ranges under a single project of greater than 100 acres.
- Experience on a single project with more than 500 tons of munitions/target debris processed and recycled.

- Experience with the use of heavy equipment for vertical and/or horizontal placement of multiple large targets such as consumable conex targets and/or real or replica full scale military vehicles.
- Proposals that demonstrate experience managing simultaneous multiple task orders across different geographic and remote locations may be rated higher.

Proposals which submit fewer than eight (8) relevant projects or fail to demonstrate the required experience may be rated lower.

Proposals that do not demonstrate adequate experience across the components may be rated lower.

Any project submitted which is: (1) in excess of the eight (8) required projects; (2) not submitted on RFP Exhibit C; (3) not at least 100% physically complete with fieldwork and/or outside the five-year period specified; or (4) does not meet the definition of a “project” will not be evaluated.

### **Factor 2: Technical Approach (PTO 0001)**

The basis of evaluation will focus on the offeror’s demonstrated knowledge, experience, and understanding of accomplishing the Proposed Task Order (PTO 0001) based on the proposed comprehensive technical approach narrative, technical approach breakdown, and performance milestone schedule. PTO 0001 is titled “Range Clearance and Target Refreshment on Range Clearance, Target Refreshment, and Material Presenting a Potential Explosive Hazard (MPPEH) Removal from Target Areas S-4-1 and S-4-3 Located at Camp Billy Machen, Chocolate Mountains Aerial Gunnery Range (CMAGR), Niland, California”.

The following areas will be evaluated to determine the viability of the proposed technical approach. Offeror’s must address the following four (4) components:

- 1) A technical approach narrative appropriate for accomplishing PTO 0001.

A technical narrative that offers a higher potential for success in accomplishing the performance objectives in consideration of technical and performance challenges associated with PTO 0001 may be rated higher.

- 2) A technical approach breakdown appropriate for accomplishing PTO 0001.

A technical approach breakdown that offers a higher potential for success in accomplishing the performance objectives in consideration of technical and performance challenges associated with PTO 0001 may be rated higher.

Technical proposals for Factor 2 that contain rates, costs, and/or prices in the technical proposal will not be evaluated.

- 3) A schedule appropriate for accomplishing PTO 0001.

A viable schedule that results in fewer range closure days may be rated higher.

- 4) Conflict of Interest Mitigation Plan

### **Factor 3 – Safety**

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror’s overall safety record, the Offeror’s plan to select and monitor subcontractors, and any innovative safety methods that the Offeror plans to implement for this procurement. The

Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

(a) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(c) Technical Approach for Safety:

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

#### **Factor 4 – Management Approach**

The basis of evaluation will consider the effectiveness of the offeror's management approach and qualifications of key personnel to adequately perform the requirements of the contract.

(a) The Government will evaluate 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.

(b) Firms will be evaluated based on the qualifications of their proposed key personnel. The evaluation of key personnel will consider education, professional qualifications, and experience in range sustainment projects. The minimum qualifications are specified in the solicitation, Section C, paragraph 1.7.2.

#### **Factor 5 - Past Performance**

The basis of evaluation will focus on the offerors past performance in performing relevant projects for work of similar size, scope, and complexity to that described in Section C – Performance Work Statement of the solicitation. To be considered the projects must have been 100% physically complete within the past five (5) years of the issuance of the RFP.

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

### **Factor 6, Price**

The price proposal for Proposed Task Order 0001 will be evaluated to determine the reasonableness and completeness of the Offeror's proposal. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed costs/prices received in response to the solicitation.
- (ii) Comparison of proposed cost/price with resources proposed.
- (iii) Comparison to the independent Government Estimate and other price 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 unreasonably high) proposed prices may be grounds for eliminating the proposal from competition on the basis that the offeror does not understand the requirement, or has made an unrealistic proposal. Any price proposal that is deemed unreasonable, unrealistic, substantially inaccurate, or incomplete may 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.