

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 131	
2. CONTRACT NO.		3. SOLICITATION NO. N62742-14-R-1888	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 30 Sep 2014	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVFAC PACIFIC ENVIRONMENTAL CONTRACTS BR 258 MAKALAPA DR STE 100 JBP HH HI 96860-3134 CODE N62742			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and _____ 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 _____ local time _____ (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 VELMA S. WONG	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (808) 474-5720	C. E-MAIL ADDRESS velma.wong@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 Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	BASE YEAR FFP FFP	36,000,000	Each		

CULTURAL RESOURCE MANAGEMENT SERVICES

All work under this MAC will be initiated by task orders that are competed amongst only the MAC Holders (firms awarded one of the potential contracts) as described in Section G, Task Order Issuance Procedures, and Section H, Contract Purpose and Constraints. All task orders will be firm fixed price and work requirements may include some or all of the Special Tasks described in Section C with performance at various locations in Hawaii, Guam, the Commonwealth of the Northern Mariana Islands (CNMI), and may include other locations within the NAVFAC Pacific area of cognizance. The aggregate not-to-exceed amount is \$36,000,000 applies to the sum of all task orders awarded to all MAC Holders during the Base Year and any of the exercised Option Years.

FOB: Destination

UNRESTRICTED DIVISION

All Cultural Resource Management Services in support of projects funded by the Government of Japan (GOJ) under the Defense Policy Review Initiative (DPRI)/Guam Realignment.

SMALL BUSINESS SET-ASIDE (SBSA) DIVISION

All Cultural Resource Management Services in support of projects funded by United States appropriations (in support of either DPRI or non-DPRI requirements).

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	OPTION YEAR 1 FFP FFP		Each		

CULTURAL RESOURCE MANAGEMENT SERVICES

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MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	OPTION YEAR 2 FFP FFP		Each		

CULTURAL RESOURCE MANAGEMENT SERVICES

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FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	OPTION YEAR 3 FFP FFP		Each		

CULTURAL RESOURCE MANAGEMENT SERVICES

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SMALL BUSINESS SET-ASIDE (SBSA) DIVISION

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FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	OPTION YEAR 4 FFP FFP		Each		

CULTURAL RESOURCE MANAGEMENT SERVICES

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SMALL BUSINESS SET-ASIDE (SBSA) DIVISION

All Cultural Resource Management Services in support of projects funded by United States appropriations (in support of either DPRI or non-DPRI requirements).

FOB: Destination

MAX
NET AMT

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SECTION C –DESCRIPTION/SPECIFICATIONS

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- 9.5. Field/Laboratory Technician
- 9.6. Field/Laboratory Assistant
- 9.7. Ceramic Analyst
- 9.8. Faunal Analyst
- 9.9. Physical Anthropologist
- 9.10. Geo morphologist
- 9.11. Historian
- 9.12. Ethnographer/Folklorist/Cultural Anthropologist
- 9.13. Architectural Historian
- 9.14. Historical Architect
- 9.15. Photographer
- 9.16. Botanist
- 9.17. Palynologist
- 9.18. Geographic Information System Specialist
- 9.19. Electronic Graphics Specialist
- 9.20. Global Positioning System Operator
- 9.21. Editor
- 9.22. Research Assistant.
- 9.23. Administrative Assistant Support.

1.0 GENERAL

1.1. GENERAL REQUIREMENTS. The Contractor shall provide cultural resources management services throughout the Naval Facilities Engineering Command (NAVFAC) Pacific area of cognizance. The Contractor shall supply all labor, transportation, tools, equipment, materials, supplies, supervision, coordination, and management necessary to provide safe and effective cultural resources management services in Hawaii, Guam, the Commonwealth of the Northern Mariana Islands (CNMI) and may include other locations within the NAVFAC Pacific area of cognizance. All work conducted under this contract shall conform to the statutes, regulations, instructions and guidelines provided in *Attachment J-1 Reference Documents* of Section J.

1.2. REGULAR WORKING HOURS. The Government's regular working hours vary by activity and are normally between the hours of 7:00 a.m. and 4:30 p.m., Mondays through Fridays except Federal holidays and other days specifically designated by the Contracting Officer.

1.2.1. Holidays. Federal holidays are as follows: New Year's Day, Martin Luther King Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

2.0 SPECIFIC TASKS.

Cultural resources management services required under this contract relate to several different types of tasks to be conducted in accordance with commonly accepted professional archaeological and historic preservation standards. In the absence of instructions from the Contracting Officer or designated Navy Technical Representative, work conducted under this contract shall conform to the provision of the documents listed in *Attachment J-1 Reference Documents* of Section J. For each task, the Contractor will be responsible for ensuring that appropriate clearances and permits are obtained prior to commencement of fieldwork. The types of tasks include, but are not necessarily restricted to the following:

2.1 ARCHAEOLOGICAL SURVEY: PHASE I RECONNAISSANCE. The purpose of Phase I archaeological surveys conducted under this contract will be to find and preliminarily record and report archaeological sites within designated survey areas. Sufficient background research shall be conducted to identify known archaeological resources and to identify potential types and density of archaeological resources expected within designated survey areas. Archaeological reconnaissance surveys will be conducted in sufficient intensity to reasonably find all significant historic properties (as defined in the National Historic Preservation Act and its implementing rules and regulations) that may be visible on the surface of the ground. This applies to areas of rugged terrain, areas with heavy vegetation cover and limited visibility, and areas with more open terrain. The method and spacing of transects and the level of recording and reporting will be determined through the negotiation of individual Scopes of Work for each contract Task Order.

Preliminary recording shall include:

-Site locations shall be geographically referenced on a topographic map using precise methods and technologies such as global positioning system instrumentation or calculation of latitude/longitude coordinates.

-Site descriptions shall include, at a minimum, the approximate dimensions, number of associated features, morphological type, and if evident, function, surface artifacts present, cultural affiliation or occupational period vegetation, and ground surface visibility.

-Illustrations shall include, at a minimum, a sketch map or photograph of each feature and a site plan view map indicating the geographical relationship of all the features within the site.

-Description of site integrity in terms of the degree to which it resembles its prehistoric or historic appearance, including physical materials, design features, aspects of period construction style, and the degree to which remaining evidence can provide specific data that address important regional research questions. Integrity evaluations should take into consideration the seven (7) aspects of integrity including location, design, setting, materials, workmanship, feeling and association. Historic integrity enables a property to illustrate significant aspects of its past, and is a composite of the seven qualities listed above, with some aspects of integrity being more

important than others depending on which National Register criterion/criteria the property is eligible under and its character defining features. The integrity of archaeological resources is generally based on the degree to which remaining evidence can provide important information. All seven qualities do not need to be present for eligibility as long as the overall sense of past time and place is evident.

-Determinations of site significance shall follow the National Historic Preservation Act, and apply the criteria of eligibility for the NRHP listing as stated in 36 CFR Part 60. Sites determined eligible for the NRHP shall include a detailed narrative explanation of why a site is significant (incorporates description of integrity as indicated above), including a statement of significance as described in National Register Bulletin 16A (pp. 45-48), and identification of character defining features. Likewise, sites determined not to be eligible for listing on the NRHP shall have robust narrative justifications for why integrity is not met, and/or why the National Register criteria are not met.

Phase I survey reports will be prepared in accordance with *Attachment J-2 Outline for Draft Final and Final Reports* and *Attachment J-3 General Report Specifications* in Section J, and will address the general project background, physical environment, anticipated archaeological findings, survey findings, and the context and condition of sites. Phase I reports will also make suggestions for further research.

2.2. ARCHAEOLOGICAL SURVEY: PHASE II DETAILED RECORDING. The purpose of Phase II archaeological surveys conducted under this contract will be to conduct detailed recording and reporting of those historic properties found during previous studies, including Phase I surveys, and through subsurface testing conducted during Phase II itself. The Contractor shall collect sufficient data to enable the evaluation of all historic properties in terms of the criteria of eligibility for NRHP listing as stated in 36 CFR Part 60. Subsurface testing, which can include shovel tests, backhoe trenches, and controlled excavation units, shall be conducted as a standard procedure by which to determine the presence and nature of subsurface deposits which may be present in the survey area. Data collected during subsurface testing shall be sufficient to characterize the nature of all major deposits and strata, regardless of cultural content, and to discuss their known extent through vertical and horizontal space.

Detailed recording shall include, at a minimum:

-Documentation of site locations including site boundaries and feature locations. Site boundaries and feature locations shall be geographically referenced on a topographic map using precise methods and technologies such as global positioning system instrumentation or calculation of latitude/longitude coordinates.

-Site descriptions shall include, at a minimum, the horizontal and vertical site dimensions, number and type of associated features, morphological type, function, surface artifacts present, cultural affiliation or occupation period, vegetation, ground surface visibility; subsurface testing results, and available chronological data such as results from relative or absolute dating techniques.

-Illustrations shall include, at a minimum, a scale map of each feature within the site, and a scale site plan view map indicating the geographical relationship of all the features within the site.

-Description of site integrity in terms of the degree to which it resembles its prehistoric or historic appearance, including physical materials, design features, aspects of period construction style, and the degree to which remaining evidence can provide specific data that address important regional research questions, as stated in the project research design. Integrity evaluations should take into consideration the seven (7) aspects of integrity including location, design, setting, materials, workmanship, feeling and association. Historic integrity enables a property to illustrate significant aspects of its past, and is a composite of the seven qualities listed above, with some aspects of integrity being more important than others depending on which National Register criterion/criteria the property is eligible under and its character defining features. The integrity of archaeological resources is generally based on the degree to which remaining evidence can provide important information. All seven qualities do not need to be present for eligibility as long as the overall sense of past time and place is evident.

-Determinations of site significance shall follow the National Historic Preservation Act, and apply the criteria of eligibility for the NRHP listing as stated in 36 CFR Part 60. Sites determined eligible for the NRHP shall include a detailed narrative explanation of why a site is significant (incorporates description of integrity as indicated above),

including a statement of significance as described in National Register Bulletin 16A (pp. 45-48), and identification of character defining features. Likewise, sites determined not to be eligible for listing on the NRHP shall have robust narrative justifications for why integrity is not met, and/or why the NRHP criteria are not met.

Phase II survey reports will be prepared in accordance with *Attachment J-2 Outline for Draft Final and Final Reports* and *Attachment J-3 General Report Specifications* in Section J, and will contain detailed discussions of the project background, physical environment, previous archaeological and historical research, anticipated findings, research methods detailed descriptions, maps or photographs for each resource, a detailed description and analysis of the nature and findings of subsurface testing, a detailed description and analysis of all recovered artifactual and midden materials with appropriate illustrations. Preliminary evaluation of the site significance in terms of 36 CFR Part 60 criteria shall be presented as a separate, stand-alone component of the draft report. The Government may request that site significance evaluations be included with, or incorporated into, the final report.

2.3. **ARCHAEOLOGICAL MONITORING.** The primary purpose of archaeological monitoring conducted under this contract is to minimize or mitigate adverse effects to archaeological resources during construction and other ground disturbing activities. The archaeological resources encountered during monitoring are usually underground and may or may not have been known to exist before ground disturbance.

The archaeological monitoring task includes the identification, recording and analysis of archaeological resources as well as non-cultural, recent historic and modern deposits, during construction or other ground disturbing activities. Data collected shall be sufficient to characterize the nature of all major deposits and strata, regardless of cultural content, discuss their known extent through vertical and horizontal space, and permit the evaluation of the resource in terms of the NRHP criteria in 36 CFR Part 60.

The Contractor may be required to prepare an Archaeological Monitoring Plan prior to fieldwork. Monitoring plans shall include project and project area description, reason for monitoring, anticipated findings, fieldwork methods to be used, treatment of resources encountered, and methods of recordation. This plan will be reviewed and approved by the Government before being implemented.

Monitoring and resource locations will be geographically referenced on a topographic map using precise methods and technologies such as global positioning system instrumentation or calculation of latitude/longitude coordinates.

Archaeological monitoring report(s) shall be prepared in accordance with *Attachment J-2 Outline for Draft Final and Final Reports* and *Attachment J-3 General Report Specifications* of Section J, and will contain a discussion of the reason for monitoring, specific methods and techniques used, deviations from the monitoring plan, detailed findings, site descriptions, and results of laboratory analyses.

2.4. **EMERGENCY DATA RECOVERY.** This task includes the collection, recording, analysis, and reporting of archaeological materials affected by natural and human-induced processes such as soil erosion, construction, or other human activity. Data collected shall be sufficient to characterize the nature of all major deposits and strata, regardless of cultural content, and to discuss their known extent through vertical and horizontal space. The Contractor shall be prepared to initiate such tasks within 24 hours of a request by the Contracting Officer or designated Navy Technical Representative.

2.4.1. **Recovery of Human Remains and Associated Materials.** When the Contractor's services are required to investigate and recover one or more bones that are known or believed to be of human origin or other archaeological materials known or presumed to be associated with human burials that have been exposed inadvertently, and are endangered by natural or human-induced impact, the Contractor will initiate data recovery procedures which will include the following, unless otherwise advised by the Contracting Officer or designated Navy Technical Representative:

--- Recovery of skeletal remains and associated material according to accepted archaeological standards. Recovery procedures will be designed to ensure collection of the maximum amount of significant archaeological information. The following minimum information will be recorded: the local environment; a description of the soil matrix; the form, fill, contents and relative position of the burial features and other features detectable; the condition

and position of the bones and/or other material; and the extent of damage sustained as a result of the impacting process.

--- Data recovery locations will be geographically referenced on a topographic map using precise methods and technologies such as global positioning system instrumentation or calculation of latitude/longitude coordinates.

--- Laboratory analysis of data recovered, including the recording of appropriate basic data on skeletal remains by a qualified physical anthropologist (e.g., quantitative information, condition and completeness, inferences regarding age, sex, stature, body form, geographical affiliation or ethnic group). Analysis will also include the non-skeletal data collected such as artifacts, ecofacts and environmental samples.

--- Preparation of an archaeological emergency data recovery report in accordance with Attachments 2 and 3 in Section J that shall include a detailed accounting of fieldwork methods, fieldwork findings with detailed surface and/or subsurface site descriptions, and laboratory analyses.

Investigation and recovery of human remains shall be conducted in a respectful and professional manner. The investigation and recovery of human remains will often involve working with individuals or groups who are lineal descendants or have cultural affiliation. The Contractor shall be fully knowledgeable in all applicable laws and implementing regulations pertaining to the treatment and recovery of human remains, including the Native American Graves Protection and Repatriation Act, signed into law in November 1990. Due to the variety of logistical and legal considerations involved, the Contractor shall coordinate all aspects of the investigation, recovery, and analysis of human remains with the Contracting Officer or designated Navy Technical Representative.

2.4.2 Recovery of General Archaeological Materials. This sub-task includes the emergency data recovery of all archaeological materials other than human remains or materials associated with human remains. Procedures for the investigation, recovery, laboratory analysis, and reporting of general archaeological materials should conform to that described above for the recovery of human remains. If human remains are encountered during the recovery of general archaeological materials, the Contractor is to immediately notify the Activity where the project is located and the Contracting Officer or designated Navy Technical Representative.

2.5. GENERAL LABORATORY ANALYSIS. If unusually large quantities or types of items or samples requiring additional laboratory analyses are collected during any field task, such analysis shall be conducted as a separate task. Examples of such unusual quantities might include several thousand (as opposed to scores or hundreds) food shells from a single excavation test unit; several thousand flakes from a stone quarry area; several hundred glass beads of various types from association with a historic burial; or several hundred fishhooks, or fishhook fragments, from a single cache. This task shall include all standard archaeological laboratory procedures including cleaning, sorting, identification, labeling, and packing of items collected, as well as reporting of results. All data generated shall be stored in a relational database, such as Microsoft Access, which is compatible with Government programs and can easily be integrated into an existing geographical information system.

2.6. SITE PROTECTION. This task includes the implementation of procedures designed to record and protect archaeological resources that are in danger of adverse effect or destruction by natural processes such as soil erosion and/or construction or other human activity. The requirements of this task will vary on a case-by-case basis, but may include the preparation of a site protection plan, field data collection, site marking, on-site monitoring, the construction of site protective works, site stabilization, and the preparation of a Site Protection report. Specific tasks will be defined in the contract Task Order.

2.7. ARCHAEOLOGICAL SUBSURFACE TESTING. This task is designed to identify subsurface archaeological resources, define the vertical and horizontal extent of these resources, and/or to recover substantive information from archaeological sites by use of subsurface excavation techniques. This includes the preparation of a Subsurface Testing Plan, the planning and digging of controlled excavation units, laboratory analysis of collected materials, and the preparation of an Archaeological Subsurface Testing report in accordance with *Attachment J-2 Outline for Draft Final and Final Reports* and *Attachment J-3 – General Report Specifications* in Section J.

Subsurface testing projects may range in size and scope from the exploration of relatively small areas of only a few meters in diameter or linear extent, to extensive testing such as along the linear corridors of pipelines, broad areas of potential or known archaeological deposits (such as stabilized sand dunes). Testing may include the use of trowel

tests, shovel probes, hand excavations, coring or other environmental sampling techniques, and the use of backhoes or other mechanized equipment. Data collected shall be sufficient to characterize the nature of all major deposits and strata, regardless of cultural content, discuss their known extent through vertical and horizontal space, and enable significance evaluation in accordance with the NRHP criteria in 36 CFR Part 60.

2.8. **FIELDWORK AT POTENTIAL or KNOWN HAZARDOUS WASTE SITES.** This contract may occasionally be used to support the Navy's environmental restoration efforts at sites with known or suspected contaminants. The fieldwork associated with this task may include Phase I and Phase II survey, monitoring, emergency data recovery, and subsurface testing at locations suspected or known to contain toxic substances (such as lead, petroleum, or PCBs) exceeding Federal standards. It is expected that this task will be required for only a small portion of the total projects under this contract.

This task requires that the Contractor have available either on staff or through the use of a sub-consultant, qualified professional archaeologists at the Project Director, Supervisor, and Field Technician levels who have had Installation Restoration Health and Safety training (in conformance with 29 CFR 1910.120(e)(1)) and maintain current certification in this training throughout the duration of this contract. Additional training and certifications may also be required for specific Task Orders. The fieldwork and reporting requirements will be the same as those identified in the appropriate task descriptions, except where safety and logistical concerns make them unsafe or inappropriate.

2.9. **DOCUMENTARY ARCHIVAL RESEARCH.** This task includes the identification and analysis of literature, documents, technical studies, photographs, and other records found in libraries, government agencies, private firms, and archives that are pertinent to the management of cultural resources in a specified project area. The task includes an analysis of the documentation and the preparation of a report in accordance with *Attachment J-2 Outline for Draft Final and Final Reports* and relevant portions of *Attachment J-3 General Report Specifications* of Section J, which incorporates the data gathered.

2.10. **ARCHIVAL DOCUMENT REPRODUCTION.** This task includes the reproduction of literature, documents, technical studies, photographs, and other records found in libraries, government agencies, private firms, and archives that are pertinent to the management of cultural resources in a specified project area. The reproduction of archival documents and photographs is treated separately from that of the research itself in that the number and types of documents to be reproduced may vary significantly from project to project. In some cases archival research may entail the extensive use of maps and photographs and may require multiple copies of such documents.

The types of documents to be reproduced under this sub-task would include books and unpublished manuscripts, maps, blueprints, line drawings, and photographs. Original size versions as well as enlargements or reductions may be required. Because of the fragility or size of maps, blueprints, and line drawings, it may be necessary to have them photographically reproduced. Books may be purchased, instead of reproduced, with the approval of the Contracting Officer or designated Navy Technical Representative.

2.11. **THE PREPARATION OF NATIONAL REGISTER OF HISTORIC PLACES (NRHP) NOMINATION FORMS.** This task includes the collection of appropriate data on archaeological sites, historic buildings and other historic properties, and the completion of NRHP forms. The Contractor shall ensure that the NRHP forms being used (e.g., National Park Service Form 10306 and 10306A) are appropriate and current, and that all work complies with current statutes, regulations, and guidelines (e.g., National Register Bulletin No. 16) by, among other means, contacting the National Park Service. The Contractor is responsible for obtaining the appropriate forms. Completed NRHP forms shall be acceptable to the Contracting Officer or designated Navy Technical Representative.

2.12. **INTEGRATED CULTURAL RESOURCES MANAGEMENT PLANS (ICRMP).** This task consists of the preparation of cultural resources management plans integrated with the current and five-year planned mission activities for the purpose of the long-term management of cultural resources in designated areas. Contents of cultural resources management plans are outlined in *Attachment J-4 Contents of INRMPs and ICRMPs*, in Section J, and shall be built in a geographical information system format compatible with Government systems and shall include linked maps, photographs, illustrations, references, data bases, and guidance text

2.13 **CULTURAL RESOURCES MANAGEMENT OVERVIEW SURVEYS.** The Overview Survey task is an inspection of military land conducted to determine the likelihood that historic properties eligible for listing on the NRHP are present. The overview task includes background research, review of installation records, and limited visual examination of archaeological sites and possible historic districts, buildings, structures, or objects that may qualify for NRHP listing. Visual examinations shall include field checks to verify previously documented archaeological sites, a visual inspection of all potentially historic buildings and structures, and a rapid walk through reconnaissance of previously unsurveyed areas likely to contain significant archaeological resources. In addition to a qualified archaeologist, this task may require the services of a qualified architectural historian.

The end product of the Overview Survey will be a written report that describes the fieldwork methods, provides the descriptive overview of the studied cultural resources (including the potential for other resources to be present in a given area) and provides recommendations for the long-term management of these resources. The Contractor shall perform the survey and prepare the report in accordance with the guidelines provided in Attachments 2 and 3 in Section J, except as may be further defined and tasked in the contract Task Order.

2.14. **GENERAL MACROBOTANICAL IDENTIFICATION.** This task includes the identification of collected and submitted plant macrofossil remains and the production of a report that lists and describes the identified plants, and interprets the relationship of these plant remains to their environmental and archaeological context with text, illustrations, and statistical graphics. The Contractor shall sort, identify, and count the types and numbers of plant parts (e.g., leaves, stems, seeds, husks, nuts, bark, etc.), and provide the scientific name (down to species if possible) of all identified plants along with the common or popular name, if known. The Contractor shall also list, by plant part and numbers, those specimens that cannot be identified and the reasons they cannot be identified (e.g., lack of comparative samples in the collection). All data shall be stored in the project relational database.

2.15. **CARBONIZED WOOD SPECIES IDENTIFICATION.** The purpose of this task is to positively identify carbonized plant material before it is submitted for radiocarbon analysis, or as an adjunct to radiocarbon analysis if the sample is large enough to be divided. Plant parts and numbers, scientific names, and common names are to be provided by the Contractor. An interpretive report will be required if enough numbers of samples are submitted for meaningful interpretation. Data shall be stored into the project relational database.

2.16. **CARBONIZED WOOD SPECIES IDENTIFICATION SCREENING.** The purpose of this task is to provide a simple technique for wood species identification to assure that only samples representing short-lived species are submitted for radiocarbon analysis. Plant parts and numbers, scientific names, and common names are to be provided by the Contractor. Data shall be stored in the project relational database.

2.17. **CHARCOAL PARTICLE COUNTS.** The purpose of this task is to count the microscopic charcoal particles present in paleontological samples that are submitted for pollen, pytholith, diatom or other microfossil analyses, or when only charcoal particle count is required. The report shall minimally include the grain-count, appropriate statistical analysis, summary discussion and interpretation of the results with illustrations and statistical graphics, and highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.18. **RADIOCARBON DATING--EXTENDED COUNTING TIME OR BULK SAMPLE ANALYSIS.** This category is both for (1) the radiocarbon age determination of carbonized wood or other preserved carbonaceous materials, utilizing extended counting time either to compensate for small sample size, or in order to increase dating precision, and (2) the radiocarbon dating of bulk samples (i.e., those samples requiring the radiocarbon laboratory to process large volumes of soil in order to extract sufficient organic carbon for radiocarbon analysis and dating). The Contractor shall ensure that enough soil is collected for bulk analysis to afford the radiocarbon dating laboratory a reasonable opportunity to produce a radiocarbon age determination. Radiocarbon analysis shall also include stable isotope ($^{13}\text{C}/^{12}\text{C}$) ratio determinations. Under this contract, this type of radiocarbon dating (extended counting time/bulk analysis) will be considered "normal" or "standard" unless other types of analyses are specified. A copy of the radiocarbon dating laboratory analysis result sheet shall be appended to the Contractor's report. Resulting data shall be integrated into the project relational database.

2.19. **RADIOCARBON DATING--ACCELERATOR ANALYSIS.** This category is for the radiocarbon dating of samples too small for standard treatment and analysis as described above. This analysis shall also include stable isotope ($^{13}\text{C}/^{12}\text{C}$) ratio determinations to address the differential uptake of radioactive carbon by living organisms. To justify the expense and amount of time necessary to process and analyze accelerator samples, such samples should be from critical archaeological contexts and in well-defined stratigraphic associations. A copy of the radiocarbon dating laboratory analysis result sheet shall be appended to the Contractor's report. Resulting data shall be integrated into the project relational database.

2.20. **RADIOCARBON DATING--PRIORITY PROCESSING.** This category is for the rapid processing of standard (i.e., extended counting/bulk sample) radiocarbon samples due to the desire for quickly obtaining radiocarbon dates. This analysis shall also include stable isotope ($^{13}\text{C}/^{12}\text{C}$) ratio determinations to address the differential uptake of radioactive carbon by living organisms. Most radiocarbon laboratories have a service whereby the results of analyses can be provided to the Contractor within one week of receipt of the original sample. Resulting data shall be integrated into the project relational database.

2.21. **POLLEN ANALYSIS.** This task provides for the analysis and reporting of archaeological plant pollen. The Contractor shall prepare, process, and analyze each sample in accordance with the current standards and practices of the field of palynology. The report shall minimally include: a detailed discussion of laboratory and analytical methods; a listing of all identified pollen grains by species and sample number; a listing of the number of unidentified pollen grains with a discussion of whether or not these grains are unidentifiable due to degradation of grains, lack of comparative specimens or other reason; and a summary discussion and interpretation of the results with illustrations and statistical graphics, and highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.22. **POLLEN EXTRACT PREPARATION.** This task provides for the Accelerator Mass Spectrometry (AMS) radiocarbon dating of pollen in sediment samples. The report shall include minimally include a detailed discussion of laboratory and analytical methods, a summary discussion, and interpretation of the results with illustrations and statistical graphics, and highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.23. **STABLE CARBON ISOTOPE ANALYSIS.** This task provides for the analysis of stable carbon isotopes on bulk soil or sediment samples (non-carbonate fraction only) to determine the relative amounts of C3 and C4 plants in the environment. The report shall include minimally include a detailed discussion of laboratory and analytical methods, a summary discussion, and interpretation of the results with illustrations and statistical graphics, and highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.24. **PHYTOLITH ANALYSIS.** This task provides for the analysis and reporting of plant opal phytoliths. The Contractor shall prepare, process, and analyze each sample in accordance with the current standards and practices in the field of phytolith analysis. The report shall minimally include: a detailed discussion of laboratory and analytical methods; a listing of all identified phytolith specimens by species and sample number; a listing of the number and varieties of unidentified phytolith specimens; a discussion as to why they could not be identified (e.g. lack of comparative specimens, etc.); and a summary discussion and interpretation of the results with illustrations and statistical graphics, highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.25 **FAUNAL ANALYSIS.** This task involves the analysis of all non-human faunal resources recovered during the course of an archaeological project, except for shellfish remains, which will be analyzed as part of the standard processing of material under Recovery of General Archaeological Materials and Archaeological Subsurface Testing. This task involves the sorting, analysis and identification of faunal remains by a qualified analyst utilizing an adequate comparative collection. The analyst will study each element and categorize it to the most specific level of identification possible.

The report shall include: a description of the nature of the comparative collection used; the methods employed for analysis, counting, and measurement (if used); counts of identified elements by provenance, utilizing NISP (number of individual specimens) counts and MNI (minimum number of individuals); bone weights and animal age

information, if appropriate; the nature and size of any unidentifiable samples; and observations concerning any unusual characteristics of the faunal assemblage (e.g. butchering marks, apparent over or under representation of individual element types or taxa in general, rodent or other carnivore post-mortem gnawing, etc) with illustrations and statistical graphics. Resulting data shall be integrated into the project relational database.

2.26. **STONE SOURCING.** This task provides for X-Ray Fluorescence (XRF) and/or microprobe analysis of stone artifacts in order to determine, if possible, the source of worked stone material. Reporting of compositional analysis (i.e. stone sourcing) will include a discussion of the methods of analysis, the archaeological provenance of analyzed specimens, the results of the compositional analysis, and any significant findings or conclusions with illustrations and statistical graphics. Resulting data shall be integrated into the project relational database.

2.27. **MECHANICAL SOIL & SEDIMENT ANALYSIS.** This task provides for the analysis of soil and sediments from a specific archaeological context in order to elicit quantitative data regarding soil particle size, shape, and surface texture. The report shall include the data, methods and interpretive synthesis with illustrations and statistical graphics. Resulting data shall be integrated into the project relational database.

2.28. **DIATOM ANALYSIS.** This task provides for the analysis and reporting of diatoms. The Contractor shall prepare, process, and analyze each sample in conformance with current standards and practices. Reporting shall minimally include: a detailed discussion of laboratory and analytical methods; a listing of all identified diatom specimens by species and sample number; a listing of the numbers and varieties of unidentified specimens, and a discussion of the reasons why they could not be identified (e.g., lack of comparative specimens); and a summary discussion and interpretative synthesis of results with illustrations and statistical graphics, highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.29. **CHEMICAL SOILS & SEDIMENT ANALYSIS.** This task provides for the chemical analysis of soil and sediment samples, and the reporting of the methods and findings. Typical analysis is considered to be a 5-suite chemical test (nitrogen, potassium, oxygen, pH, and organic carbon). Resulting data shall be integrated into the project relational database.

2.30. **CERAMIC ANALYSIS.** This task provides for the detailed analysis of both historic and prehistoric earthenware (e.g., Chamorro pottery) stoneware, and porcelain. Reporting shall minimally include a detailed discussion of laboratory and analytical methods, results, summary discussion, interpretative synthesis of results with illustrations and statistical graphics, discussion of unexpected or unusual findings, and noteworthy contributions to the anthropological and archaeological understanding of the subject ceramics. Resulting data shall be integrated into the project relational database.

2.31. **FIELD POLLEN/PHYTOLITH SAMPLING.** This task provides for the use of a qualified palynologist or botanical specialist to design field paleo-environmental sampling strategies and to conduct field sampling, if warranted. Reporting shall minimally include sampling strategy, collection and field conservation methods and technology.

2.32. **GEOMORPHOLOGICAL STUDIES.** This task provides for the use of a qualified geoarchaeologist or geomorphologist to conduct field studies (e.g., stratigraphic analysis, collection of mechanical and chemical soil samples) in project locations that may be expected to yield significant geomorphological and paleo-environmental information. Reporting shall minimally include recording standards, sampling strategy, collection and field conservation methods and technology, analysis, and interpretive synthesis with illustrations and statistical graphics, highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.33. **HISTORICAL STUDIES.** This task provides for the use of a qualified historian (e.g., military history specialist) to conduct archival and field studies of selected historic properties and archival collections. Reporting shall minimally include a list of resource locations (archives, libraries, etc.) and an interpretive synthesis with illustrations, highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database, as appropriate.

2.34. ETHNOGRAPHIC, FOLKLORE AND CULTURAL ANTHROPOLOGY STUDIES. This task provides for the use of a qualified ethnographer/folklorist/cultural anthropologist as defined in FR Vol. 62 (119): 33707-337231 to conduct ethnographic, ethnohistoric, and folkloric studies to identify and document folk cultures and life ways associated with historic, prehistoric properties and traditional cultural places and to acquire information on traditional land use and practices. Reporting shall minimally include interview transcript summaries, data analysis, and interpretive synthesis of findings. Resulting data shall be integrated into the project relational database, as appropriate. Studies of this nature designed to identify Traditional Cultural Properties (TCP) shall follow the guidelines presented in National Register Bulletin 38, as well as any forthcoming TCP guidance currently being developed by the National Park Service.

2.35. RESIDUE ANALYSIS. This task provides for the analysis of microscopic flora or fauna residue present on lithic and ceramic artifacts that may provide information concerning resource availability and use. Reporting shall minimally include a detailed discussion of laboratory and analytical methods, results, summary discussion, and interpretative synthesis of results with illustrations and statistical graphics, highlighting unexpected or unusual findings. Resulting data shall be integrated into the project relational database.

2.36. INTERPRETATIVE PROGRAMS. This task provides for the use of a qualified interpretive specialist to design and implement interpretive plans and programs for historic features, sites, districts, and general themes.

2.37. SCIENTIFIC ILLUSTRATION. This task provides for the use of a qualified scientific illustrator to create professional quality illustrations of artifacts to be incorporated within report deliverables.

2.38. BACKHOE/FRONT-END LOADER. This task provides for the use of earth moving machinery (backhoe/front-end loader) and qualified operators.

2.39. REPORT REPRODUCTION. This task provides for the reproduction of reports and includes paper, cover stock, duplication, binding, and shipping.

2.40. ELECTRONIC GRAPHICS. This task provides for the use of a qualified professional to create professional quality maps and drawings to be incorporated into the hard copy report and electronic deliverable, as required by each task order. The native program used to generate these products shall be compatible with Government systems, and products shall be submitted in a manner that enables the Government to reproduce and manipulate the contents. Electronic graphic products shall be in a format that allows for integration into an existing GIS without further modification.

2.41. GEOGRAPHIC INFORMATION SYSTEMS (GIS). This task provides for the development of a GIS, or integration into an existing GIS, using the current version of ESRI ArcGIS being used by the Government (currently Version 9.3.1). The resulting product shall be in a format that allows the layering and linking of all tabular and geographically associated data (GPS, site numbers, descriptions, analyses, etc.) into a Microsoft Access Personal Geodatabase, compatible with the current version being used by the Government (currently Microsoft Office 2007, but subject to change). Electronic GIS deliverables shall be provided on CD/DVD ROM format and includes all databases, maps, plan views, profiles, photographs, reference materials, text, geographically referenced aerial photographs, topographic maps, metadata, shape files, polygons, and other documentation, such as user's and technical manuals, data dictionaries, etc., as needed to fully understand the content of the GIS work products. Depending on the client the GIS is being prepared for, there may be specific and sometimes idiosyncratic technical needs that shall be specified by the Government in individual task order statements of work.

2.42. ARCHITECTURAL HISTORY STUDIES. This task provides for the use of qualified professional architectural historian by which to conduct archival and field studies of selected historic buildings and structures. Reports shall be prepared in accordance with *Attachment J-5 the Historic American Buildings Survey Guidelines for Preparing Written Historical Descriptive Data (HABS) and Historic American Engineering Record (HAER) standards.*

2.43. HISTORICAL ARCHITECTURAL STUDIES. This task provides for the use of a qualified professional historical architect by which to conduct archival studies of historic plan drawings and photographs, and field studies

of selected historic buildings and structures for the purpose of compiling recommendations for treatment and preservation, adaptive reuse feasibility recommendations, plans and specifications for the preservation, rehabilitation or restoration, or for condition assessment or, recordation in accordance with HABS/HAER standards.

2.44. HISTORIC PRESERVATION STUDIES. This task provides for the use of a qualified professional historic preservation specialist by which to document and study historic features, sites, and districts, and to design and implement programs of long-term management for these features, sites, and districts.

2.45. PHOTOGRAPHIC DOCUMENTATION. This task provides for the use of a qualified professional photographer to photograph historic buildings, structures, and other subjects under the specifications and guidelines.

2.46. HISTORIC/CULTURAL LANDSCAPE STUDIES. This task provides for documentary research, field survey, cultural landscape assessments, or cultural landscape reports in designated areas, and generally consists of developing a detailed inventory, analysis, electronic data base and report of character-defining features, with a focus on the designed landscape and its relationship to buildings and surrounding features, and the development of treatment measures for intact cultural landscapes and features. Landscape studies shall follow National Park Service publication entitled [Preservation Brief #36: Protecting Cultural Landscapes](#). The preservation planning process for cultural landscapes should involve: (1) historical research; (2) inventory and documentation of existing conditions; (3) site analysis and evaluation of integrity and significance; (4) development of a cultural landscape preservation approach and treatment plan; (5) development of a cultural landscape management plan and management philosophy; (6) development of a strategy for ongoing maintenance; and, (7) preparation of a record of treatment and future research recommendations. Often cultural landscape studies are customized for the particular area under investigation or unique resources or issues associated with an area, so such idiosyncratic technical needs shall be specified by the Government in individual task order statements of work.

2.47. FOREIGN ENGLISH EDITING & BACKGROUND INFORMATION SUPPLEMENTATION. This task is employed when there is a need to incorporate information prepared by persons (whether subcontractor or otherwise) not fluent in American English into a report. Intensive editing may be necessary to meet professional and academic standards for American English required by this Contract. Often there are severe deficiencies in portions of foreign English reports in terms of grammar, spelling, and syntax that need to be corrected prior to submission of a report to the Government. Background information should include previous research and information from both host nation sources and sources written in English (if available). This is necessary so that the background is comprehensive and all-inclusive. Reports will review previous archaeological or historic research in an area that includes host nation literature sources in the background. Often times existing host nation research literature contains rough translations that need significant editing. These edited host nation sources should be supplemented with sources written in English, such as American academic books or previous DoD studies, to create a complete synthesis of previous research in a given project area.

3.0 GOVERNMENT FURNISHED DATA.

Pertinent data in possession of or readily available to the Government, but not to the Contractor, which are needed and requested by the Contractor to perform the work, will be made available to the Contractor, subject to security requirements. The Contractor shall ensure a competent and knowledgeable staff is assigned to interpret and utilize the information furnished. Such data shall be returned to the Government at the completion of the task order or contract, as appropriate.

4.0 PROFESSIONAL STANDARDS AND PROCEDURES.

All aspects of work under the contract shall conform to prevailing professional standards and procedures, which include, but are not limited to the following:

4.1. Soil and sediment descriptions shall include Munsell Color notations and U.S. Department of Agriculture soil descriptions.

- 4.2 The rationale for any sampling procedure shall be made explicit.
- 4.3 Artifacts and other samples shall be measured, weighed (using metric standards), graphically recorded, and identified. Data shall be stored in a relational data base program.
- 4.4 All data collected shall be recorded in a legible and accessible manner and stored in a relational data base program.
- 4.5 Midden materials shall be recorded according to appropriate quantitative metrical, material, and taxonomic attributes. Data shall be stored in a relational data base program.
- 4.6 At the completion of each Task Order, collected material shall be clearly labeled, catalogued, and packed for transportation and long term storage using accepted professional conservation standards that meet 36 CFR Part 79. The catalogue shall be stored in a relational data base program.
- 4.7 Should field conditions or other factors require a deviation from procedures agreed to in the negotiated Scope of Work, the Contractor shall discuss such deviation with the Contracting Officer or designated Navy Technical Representative as soon as possible. Subsequent changes in the Scope of Work shall be documented and approved by the Contracting Officer or designated Navy Technical Representative.
- 4.8 Each Task Order under the contract shall be executed and its results reported in an objective and dispassionate manner clearly delineating fact and opinions. Interpretations of, and inferences from data along with assumptions, premises, and reasoning used shall be clearly and explicitly stated. Technical terms shall be used in a way that is consistent with current usage in the professional literature or shall be explicitly defined when introduced in the report.
- 4.9 Personnel employed under the contract shall meet the requirements presented in *Section C 9.0*.
- 4.10 Statistical methods and programs shall be cited and described and data used to derive statistics that appear in the report shall be included as an appendix so that the results can be replicated.

5.0 STIPULATIONS

- 5.1 The information developed, gathered or assembled in fulfillment of the requirements of the contract shall not be released in any fashion, verbal or written, by the Contractor, their associates, the subcontractors or their associates, without prior approval of the Contracting Officer.
- 5.2 The distribution of any material, data, or reports collected or prepared in the execution of the contract tasks is limited to U.S. Government agencies and contractors under contract to the U.S. Government. Requests for any material, data, or reports, including reports for distribution to Contractor employees, project participants, subcontractors, and associates, shall be referred to the Contracting Officer.
- 5.3 All materials generated by the contract are the property of the Government. All material generated and collected in the execution of the contract, including, but not limited to, field notes; photographic negatives, prints, and inventory; specimens; literature; and copies of all written, graphic, and archival material generated or collected will be submitted to the Government within seven (7) calendar days after completion of each Task Order unless otherwise advised by the Contracting Officer or designated Navy Technical Representative.
- 5.4 The Contractor and subcontractors must take appropriate steps to preserve the confidentiality of work assignments and shall exercise care to avoid information from becoming accessible to unauthorized persons. All discussions or consultations with outside governmental agencies or nongovernmental organizations will be coordinated by the designated Navy Technical Representative unless otherwise directed in individual task order scopes of work.

5.5. Task Orders may require Contractor and subcontractor personnel to visit military areas. Personnel assigned to the project must be able to qualify for access to military areas after appropriate security checks are made. All personnel shall abide by prevailing security requirements during visits to such military property and shall obtain the required permits and passes in a timely manner.

5.6. The Contractor shall be responsible for the professional and technical accuracy and coordination of all data, reports and other work or materials furnished by the Contractor or the subcontractors under the contract. All errors or deficiencies in assigned work attributable to the Contractor or the subcontractors shall be corrected by the Contractor at no cost to the Government within a reasonable time after discovery.

5.7. Oral reports shall be provided to describe progress upon request during the fieldwork and in the event of unusual or unexpected results. In addition, the Contracting Officer or designated Navy Technical Representative shall be kept informed of progress and problems encountered by the Contractor. The Contractor shall designate an individual who will serve as the point of contact and will be directly responsible for all matters pertaining to the contract. The Contractor upon prior notification and approval of the Contracting Officer or designated Navy Technical Representative may make direct contacts with other commands and military activities. A brief summary of each contact (oral or written) shall be provided to the Contracting Officer or designated Navy Technical Representative within one week after the contact is made.

5.8. The Contracting Officer or designated Navy Technical Representative shall make field and laboratory inspections and request oral status reports at any time during the course of Task Order. The Contractor shall oblige the Contracting Officer or designated Navy Technical Representative making the inspection.

5.9. Should litigation regarding the execution or results of work conducted under the contract occur, the Principal Investigator shall be available to appear as an expert witness of the Government to attest to professional validity of the findings. Compensation for such appearance shall be in addition to the basic services under the contract.

5.10. Should the Contractor intend to conduct historical and/or archaeological research for another Government agency or private business within the same area the Contractor conducted research for the Government, the Contractor shall notify the Contracting Officer of such intended research.

5.11. Should the opinion of the Contractor be modified regarding the results of the study, such as the accuracy, validity and integrity of the data, the analyses, interpretative synthesis of the facts and resources addressed in the report submitted to the Government, the Contractor shall notify the Contracting Officer of these modifications as soon as possible.

5.12. The Contractor shall consult with the Contracting Officer or designated Navy Technical Representative to obtain approval for the staff organization and personnel proposed for each Task Order. Changes affected after initial approval must be approved by the Contracting Officer or designated Navy Technical Representative.

5.13. All persons working on each Task Order shall be familiar with the Scope of Work, research design, and sampling strategy, and copies of these documents shall be available and consulted in the field and in the laboratory at all times while the project is in process.

5.14. All data including those collected and generated during field work (e.g., site and feature descriptions dimensions, geographical positioning system (GPS) data, materials collected) laboratory work (e.g., catalogs, sample analyses) shall be stored in a Microsoft Access personal geodatabase.

6.0 CONTRACTOR SUBMITTALS

6.1. MONTHLY PROGRESS REPORTS. The Contractor will submit monthly Progress Reports and oral briefings to the designated Navy Technical Representative for each active task order before monthly invoicing. The purpose of these reports and briefings is to provide sufficient information to the Government to show that the work is being

performed on schedule and according to the Scope of Work. The nature of these reports and briefings and the method of submittal will be determined for each Task Order.

6.2. **FIELD SUMMARY REPORT.** The Contractor shall provide an end of fieldwork summary report to the Contracting Officer or designated Navy Technical Representative within fourteen (14) calendar days of completion of all fieldwork for each Task Order. The Field Summary Report shall summarize the purpose, scope, methods, level of effort, and results of the fieldwork; provide a preliminary discussion of the findings and conclusions; and provide an annotated outline of the Draft Final Report to follow. As part of the summary, the Contractor shall provide maps depicting the project area, location of investigations, and location of resources (if applicable); make statements concerning the laboratory work that is planned for collected samples, including specialized analyses; and discuss what research questions the laboratory analysis will address.

6.3. **DRAFT FINAL REPORT.** The Draft Final Report shall include, but is not limited to the information specified in *Attachment J-2 Outline for Draft Final and Final Reports* in Section J. The Draft Final Report shall be a finished document that has been evaluated according to the Contractor's Quality Control Plan; and which has been copy-edited for consistency, organization, grammar, spelling, and punctuation. The report shall be submitted to the Contracting Officer or designated Navy Technical Representative as specified in the Task Order. If revisions are necessary, the Government shall forward review comments to the Contractor within 60 calendar days of receipt. All reports shall conform to the requirements listed in *Attachment J-3 General Report Specifications* in Section J. It is stressed that Draft Final Reports must be complete, of professional quality, and thoroughly edited. Draft final reports not meeting these standards will not be accepted. If stipulated in the scope of work, the submittal shall include geographical information systems compatible with ESRI Arc View GIS 3.2 or 8.1, that include at a minimum all relational databases, maps, photographs, illustrations, metadata, dictionaries, and directions for use.

6.4. **FINAL REPORT.** The Final Report shall incorporate all Government review comments for the Draft Final Report, and shall be submitted to the Contracting Officer or designated Navy Technical Representative within 45 calendar days after receipt of the review comments. The Contractor shall submit hard copies and electronic copies of the report in accordance with *Attachment J-3 General Report Specifications* of Section J, along with camera-ready text, illustrations and graphics in the quantity specified in the Task Order. All reports shall conform to the requirements listed in *Attachment J-2 Outline for Draft Final and Final Reports* and *Attachment J-3 General Report Specifications* of Section J. If stipulated in the scope of work, the submittal shall include geographical information systems compatible with the current version of ESRI ArcGIS being used by the Government (currently Version 9.3.1), complete with relational databases, photographs, graphics, illustrations, metadata, and directions for use. Should the Government determine that a Draft Final Report is acceptable as a Final Report, the Contractor shall ensure that all other requirements for a Final Report within 15 days of acceptance by the Government.

7.0 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a complete Quality Control (QC) program in accordance with "CONTRACTOR QUALITY CONTROL", in Section E.

Contractor performed inspections are independent of those performed by the Government. The Contractor shall perform the inspections prior to requesting acceptance of the work by the Government and shall provide logs which document each weekly or daily inspection, including, but not limited, comments concerning problems and solutions, task and personnel, project progress, and reviewing and editing efforts. The Contractor will provide the Government access to the logs upon request at any time during the course of a Task Order and the Contractor shall deliver them within five (5) working days of the request.

The Contractor's Project Director and the QC inspector shall attend pre-performance meetings. The QC inspector shall also attend meetings with the Contracting Officer and other Government personnel to resolve quality considerations and problems that may arise in the course of the work.

8.0 GOVERNMENT QUALITY ASSURANCE

The Government reserves the right to establish and maintain a Quality Assurance program in accordance with "GOVERNMENT QUALITY ASSURANCE", clause E.4, and the provisions of the clause. The Government may request Quality Control Reports from the Contractor at any time during the course of a Task Order and the Contractor shall deliver them within five (5) working days of the request.

9.0 PERSONNEL STAFF

MINIMUM PROFESSIONAL QUALIFICATIONS (Duties, Responsibilities, Experience and Education Requirements).

9.1. Principal Investigator. Must have professional qualifications that meet or exceed those listed Federal Register (FR) Vol. 62 (119): 33707-337231 dated June 20, 1997 for prehistoric or historic Archaeologist, as appropriate for the assignment. This person(s) shall have a Master's Degree or higher in Anthropology with an emphasis in Archaeology, or closely related field as defined in FR Vol. 62 (119): 33707-337231, and 10 years full-time professional experience applying the theories, methods, and practices of Pacific (Micronesia and Polynesia) or Asian archaeology that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of prehistoric or historic archaeological properties in the Pacific or Asia, as appropriate for the assignment, and which includes Supervisory and Project Director level experiences. This person(s) must have knowledge of Federal Historic Preservation Law, Standards and Guidelines (as set forth in Federal Register (FR) Vol. 48 (190): 44734-9); experience in the direct administration of large- scale archaeological projects, as evidenced by having completed technical reports or publications; demonstrated ability to carry research to completion; write research designs; and write sampling strategies. This person(s) shall provide oversight, guidance, quality control; and be responsible for ensuring the academic excellence, professional quality, and technical accuracy of all field, laboratory, graphics, recording, geographic information systems (GIS), statistical analysis, and report writing conducted for this contract. This person shall verify the accuracy and integrity of all effort by executing the signature page of each deliverable, and shall be responsible to make sure the electronic product meets the scope of work and is compatible with the Government systems.

9.2. Project Director. If not also the Principal Investigator, the person(s) filling this position must have professional qualifications that meet or exceed those listed in the FR Vol. 62 (119): 33707-337231 for prehistoric or historic Archeologist, as appropriate for the assignment. This person(s) shall have a Master's Degree or higher in Anthropology with an emphasis in Archaeology or related field as defined in FR Vol. 62 (119) and 5 years full-time professional experience applying the theories, methods, and practices of Pacific (Micronesia and Polynesia) or Asian archaeology that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of prehistoric or historic archaeological properties in the Pacific or Asia, as appropriate for the assignment, and which includes supervisory experience in Pacific (Micronesia and Polynesia) or Asian archaeology. This person(s) must have demonstrated ability to implement research designs and sampling strategies; make strategic and professional decision in the field; and have oral and written communication skills as evidenced by their completed technical reports/publications. This person(s) shall provide oversight and direction in the field; and shall oversee all laboratory work, geographic information systems (GIS), statistical analysis, and shall analyze and interpret data, and present synthesis of findings in a written report or GIS, as required by the task order.

9.3. Laboratory Director. Must have professional qualifications which meet or exceed those listed in the FR Vol. 62 (119): 33707-337231 for Archaeologist. This person(s) must have a Master's Degree or higher in anthropology with an emphasis on archaeology or related field as defined in FR Vol. 62 (119): 33707-337231 for archaeologist and curator, plus 5 years full-time professional experience applying the theories, methods, and practices of Pacific (Micronesia and Polynesia) or Asian archaeology that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of prehistoric or historic archaeological materials in the Pacific or Asia, as appropriate for the assignment, and which includes professional supervisory experience working with various midden, artifact, and other cultural materials from the Pacific and/or Asia; and experience conducting archaeological field excavations. This person(s) must have products and activities that demonstrate the successful ability to implement research designs, conduct and supervise laboratory analyses, make strategic decision in the laboratory, and communicate orally and in writing as evidenced by their completed

technical reports and/or publications. This person(s) shall work closely with the Principal Investigator and Project Director, write all technical laboratory reports, oversee and direct procurement of all analyses, materials processing, cataloging and conservation, data production, and data base management, including geographical information systems, as necessary.

9.4. Field Supervisor. Must have a Bachelor's Degree or higher in Anthropology with a focus on Archaeology or related field as defined in FR Vol. 62 (119): 33707-337231, plus 5 years professional experience in Pacific or Asian archaeology, as appropriate for the assignment. This person(s) shall, under the direction of the Principal Investigator or Project Director, supervise, perform data collection; and have products and activities to demonstrate a sufficient working knowledge of theory, methods, and techniques to temporarily direct field or laboratory work in the absence of the Principal Investigator/Project/Laboratory Director. This person(s) is not expected to conduct data analysis or be assigned report writing responsibility beyond site descriptions, which must be verified by the Project Director and Principal Investigator

9.5. Field/Laboratory Technician. Must have a Bachelor's Degree or higher in Anthropology with an emphasis in archaeology or related field as defined in FR Vol. 62 (119): 33707-337231 for Archaeologist; completion of archaeological field school; and, at least four months of supervised field and analytic experience, preferably in Pacific or Asian archaeology, as appropriate for the assignment; or, at least three (3) years of field and/or laboratory experience in Pacific and/or Asian archaeology which demonstrates a thorough knowledge of the fundamental principles and theories of professional archaeology. The work experience may include that gained in an archaeological field school, or as Field Assistant.

9.6. Field/Laboratory Assistant. Untrained, unskilled persons will work under close supervision/direction of the Principal Investigator/Project Director with the expectation that they will be trained in standard technical field/laboratory procedures.

9.7. Ceramic Analyst. Must have a Master's Degree or higher in Anthropology with an emphasis in Archaeology or related field as defined in FR Vol. 62 (119): 33707-337231, This person(s) shall have specialized academic background and a minimum of two (2) year experience in the analysis of ceramics and have products and activities that demonstrate the successful application of acquired proficiencies in the practice of analyzing ceramics from the Pacific or Asia, as appropriate for the assignment;

9.8. Faunal Analyst. Must have a Master's Degree or higher in Zoology, Anthropology or related field with an emphasis in Zoo archaeology or related field as defined for Archaeology in FR Vol. 62 (119): 33707-337231. This person(s) shall have specialized academic background and a minimum of two (2) years full-time professional experience applying theories, methods, and practices of faunal analysis (i.e., vertebrates, invertebrates, mollusk, etc. as appropriate to sample), and products and activities that demonstrate the successful application of acquired proficiencies in the analysis of sample from the Pacific or Asia, as appropriate for the assignment, OR; an undergraduate degree in zoology, anthropology with an emphasis in Zoo archaeology or related field as defined for Archaeology in FR Vol. 62 (119): 33707-337231, plus four (4) years of professional experience, may be considered equivalent to a Master's Degree if the person(s) is able to demonstrate ability to collect, analyze, synthesize and interpret data into a scientific, objective product applying the professional theories, methods, and practices on faunal analysis as demonstrated in products and activities that require successful application of the acquired proficiencies.

9.9. Physical Anthropologist. Must have a Master's Degree or higher in Anthropology, Skeletal Biology, or related field as defined in FR Vol. 62 (119): 33707-337231 for Archaeologist, with an emphasis in Physical Anthropology and Archaeology. This person(s) shall have specialized academic background plus a minimum of two (2) years full-time professional experience applying theories, methods, and practices of ontological analysis, and products and activities that demonstrate the successful application of acquired proficiencies for human otology for samples from the Pacific or Asia, as appropriate for the assignment.

9.10. Geo morphologist. Must have a Master's Degree or higher in Anthropology or Geology with an emphasis in geo archaeology or geomorphology. This person(s) shall have specialized academic background and a minimum of one (1) year experience in geomorphological studies of the Pacific and/or Asia, as appropriate.

9.11. Historian. Must have a Master's Degree or higher in History or a related field as defined in FR Vol. 62 (119): 33707-337231, plus a minimum of two (2) years full-time experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties (including military in the Pacific or Asia, as appropriate for the assignment, OR;

An undergraduate degree in History plus four (4) years full-time experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties (including military in the Pacific or Asia, as appropriate for the assignment, AND;

Products and activities that demonstrate the successful application of acquired proficiencies in the discipline.

9.12. Ethnographer/Folklorist/Cultural Anthropologist. Must have a Master's Degree or higher in Anthropology, or related field as defined in FR Vol. 62 (119): 33707-337231, with academic emphasis in the relevant field, plus a minimum of two (2) years full-time experience applying the theories, methods, and practices of the specialized area that enables professional judgments to be made about the identification, evaluation, documentation of cultures or life ways associated with historic or prehistoric properties in the Pacific or Asia, as appropriate for the assignment. An undergraduate degree in Anthropology or closely related field as defined in FR Vol. 62 (119): 33707-337231, plus four (4) years of professional experience may be considered equivalent to a Master's Degree if the person(s) is able to demonstrate ability to collect, analyze, synthesize and interpret data into a scientific, objective product.

9.13. Architectural Historian. Must have a Master's Degree or higher in Architectural History, or a closely related field as defined in FR Vol. 62 (119): 33707-337231, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the Pacific or Asia, as appropriate for the assignment, and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation. An undergraduate degree in Architectural History, or a closely related field as defined in FR Vol. 62 (119): 33707-337231, plus four (4) years of professional experience may be considered equivalent to a Master's Degree if the person(s) is able to demonstrate with products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

9.14. Historical Architect. Must have Hawaii State license to practice Architecture, plus a minimum of two (2) years full-time experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic structures (including military) in the Pacific or Asia, as appropriate for the assignment, OR; a Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning or a closely related field as defined in FR Vol. 62 (119): 33707-337231, plus a minimum of two (2) years full-time experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic structures (including military) in the Pacific or Asia, as appropriate for the assignment, AND; this person(s) shall have products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

9.15. Photographer Must be a professional photographer with a minimum of five (5) years professional experience producing large format architectural photography. This person(s) shall also have experience in perspective corrective equipment and techniques and experience producing black and white archival prints to meet the specifications in Attachment 3 demonstrated through HABS/HAER photography products which has been accepted by the National Park Service.

9.16. Botanist. Must have a Master's Degree or higher in Botany or Anthropology with an emphasis in Archaeobotany. This person(s) shall have specialized academic background and a minimum of two (2) years full-time professional experience applying the theories, methods, and practices of archaeobotany that enables professional judgments to be made about the identification, evaluation, documentation, and analysis of materials from the Pacific or Asia, as appropriate for the assignment, and have products and activities that demonstrate the

successful application of acquired proficiencies in the discipline. This person(s) shall also have access to a comparative key library representing species from the Pacific and Asia.

9.17. Palynologist. Must have a Master's Degree or higher in Botany or Anthropology with an emphasis in palynology. This person(s) shall have specialized academic background plus a minimum of two (2) years full-time professional experience applying the theories, methods, and practices of palynological studies in that enables professional judgments to be made about the identification, evaluation, documentation, and analysis of materials from the Pacific or Asia, as appropriate for the assignment, and have products and activities that demonstrate the successful application of acquired proficiencies in the discipline. This person(s) shall also have access to a comparative key library representing species from the Pacific and Asia.

9.18. Geographic Information System Specialist: If not also the Principle Investigator, Project Director, or Laboratory Director, this person must have a Bachelor's Degree or higher in Anthropology with an emphasis in archaeology or related field as defined in FR Vol. 62 (119): 33707-337231, plus completion of archaeological field school or at least four months of supervised field and analytic experience, preferably in Pacific or Asian archaeology, as appropriate for the assignment, and formal, certified training and experience in creating and working with geographic information systems that are compatible with Arc View 8 using AutoCAD and Access databases. This person shall be responsible to make sure the electronic product meets the scope of work and is compatible with the Government systems, OR;
At least two (2) years of field or laboratory experience in archaeology which demonstrates a thorough knowledge of the fundamental principles and theories of professional archaeology, and certified training and professional experience in creating and maintaining geographic information systems that are compatible with Arc View 8 using AutoCAD and Microsoft Access databases.

9.19. Electronic Graphics Specialist. If not also the Principle Investigator, Project Director, Field Supervisor, Field Technician or Laboratory Director, this person must have a Bachelor's Degree or higher in Anthropology with an emphasis in archaeology or related field as defined in FR Vol. 62 (119): 33707-337231, plus completion of archaeological field school or four (4) months field experience; and formal, certified training and professional experience with products and activities that demonstrate the successful application of acquired proficiencies in creating a variety of archaeological maps and illustrations (e.g., profiles, plan views, site maps, location maps, etc.) with AutoCAD or other Government compatible programs.

9.20. Global Positioning System Operator. If not also the Principle Investigator, Project Director, Field Supervisor, Field Technician or Laboratory Director, this person must have a Bachelor's Degree or higher in Anthropology with an emphasis in archaeology or related field as defined in FR Vol. 62 (119): 33707-337231, plus completion of archaeological field school or at least four (4) months of field experience; and formal, certified training and professional experience with products and activities that demonstrate the successful application of acquired proficiencies successfully collecting GPS data in a variety of settings including jungles and forests with steep slopes and heavy canopy.

9.21. Editor. This person must have a bachelor's degree in English or related field and three (3) years professional editorial experience with products and activities that demonstrate excellent writing, grammatical, and editing skills and ability to edit authors' original manuscripts, including rewriting as necessary. Background in archaeology is desirable

9.22. Research Assistant. This person must have a Bachelor's Degree or higher in Anthropology or History, as appropriate for the assignment, or related fields as defined in FR Vol. 62 (119): 33707-337231 for Archaeologist and Historian, with four (4) months experience in research methods and practices; OR,
Four (4) years full-time experience applying the theories, methods, and practices of research that enables professional judgments to be made about the identification and evaluation of information, and documentation of research efforts, with products and activities that demonstrate the successful application of acquired proficiencies in research. Duties may include, but are not limited to: conducting detailed examinations of military records for availability of pertinent information; investigate missing, conflicting, or erroneous data; summarize findings in concise, understandable language.

9.23. Administrative Assistant Support. This person must have a high school diploma or equivalent and 1 year of general experience, or 2 years of education above the high school level. Duties are to perform work of a general clerical or administrative nature for which computer skills and knowledge, such as spreadsheets, word processing, data entry and invoicing are required.

Section D - Packaging and Marking

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SECTION D: PACKAGING AND MARKING

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D5	CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS

SECTION D: PACKAGING AND MARKING

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D1 PREPARATION FOR DELIVERY

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

Preservation, packaging and packing shall be in accordance with ASTM Designation D3951-90 Standard Practice for Commercial Packaging, current version.

D2 MARKING OF SHIPMENT

The Contractor shall provide a cover with all submittals and reports. An electronic template of the NAVFAC Pacific project cover will be provided to the Contractor upon contract award. The report cover and spine, if applicable, shall be marked with the following:

Contract name and No.

Contract Task Order No.

Title of Document, Facility

Date

NAVFAC Pacific logo and address:

Department of the Navy

Naval Facilities Engineering Command, Pacific

258 Makalapa Drive, Suite 100

JBPHH, HI 96860-3134

Contractor name and address shall be identified on the first page of the report only, and not on the report cover. Contractor logo shall not be used on the cover or the first page of the report. Report covers for non-NAVFAC Pacific projects will be prepared in accordance with the activity requirements.

D3 PROHIBITED PACKING MATERIALS

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

D4 STORAGE AND MARKING OF HAZARDOUS WASTE CONTAINERS

Hazardous waste shall be stored in containers in accordance with Federal, State, Local and applicable station requirements. All hazardous material coming on site must have a Material Safety Data Sheet (OSHA 174 or equivalent.)

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 as to be readily visible and legible.

Section E - Inspection and Acceptance

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- E.1 ACCEPTANCE
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- E.5 PERFORMANCE PROGRESS/EVALUATION MEETINGS

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

FAC 5252.223-9300, INSPECTION BY REGULATORY AGENCIES
(JUN 1994)

E.1 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.

E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

a. The Contractor shall perform all of the contract requirements. The Government reserves the right to surveillance at any time during the contract without notice to the Contractor. In the case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to deducting 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 six (6) hours of notice to the Contractor. In the case of other work, corrective action must be completed within twenty-four (24) hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ten (10) 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 deduct from 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 completes the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ten (10) 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 twenty (20) 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) (APR 1984)" of Section I and all other remedies for default as may be provided by law.

d. Deductions may be taken for non-performed or unsatisfactory work, including liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance. 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, estimated methods may be used or other estimating sources may be utilized to estimate the cost of non-performed work or the costs, which would be incurred in remedying unsatisfactory work. 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.

E.3 CONTRACTOR QUALITY CONTROL (QC)

(1) The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED-PRICE" clause, E2, to ensure that the work performed under this contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer a General Quality Control Plan (QCP) as part of the Technical Proposal.

(2) The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

(3) The QCP shall include:

(a) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.

(b) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extent of their authority.

(c) Provisions for recording the results of inspections and for recording corrective action taken.

(d) Provisions to update and revise the QCP during the performance of the contract.

(4) A file of all Quality Control inspections both performed and scheduled, inspection results, and dates of details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer within 10 working days of completion/termination of the contract. NOTE: The contractor shall submit to the Contracting Officer a revised Quality Control Plan for approval within 7 calendar days of any change.

E.4 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES-FIXED-PRICE" clause, Section E2, 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 Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, E4. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work without notice to the Contractor.

E.5 PERFORMANCE PROGRESS/EVALUATION MEETINGS

(a) The Contractor shall meet with the Government's representative monthly during the first two months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than biannually. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be 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 five (5) calendar days.

(b) The Government will periodically assess the Contractor's overall performance on this contract by completing the form at Attachment 6, in Section J. The Government may use this form to evaluate the contractor more frequently if it becomes necessary. The Contractor will be afforded the opportunity to comment on each evaluation performed when the Government uses Attachment 6. The Contractor will have an opportunity to submit

written comments on unsatisfactory ratings. The Contractor will be afforded an opportunity to comment on each evaluation performed. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings
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
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

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

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

(End of clause)

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

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

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions.

Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

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

Section F - Deliveries or Performance

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- F.2 TERM OF THE CONTRACT
- F.3 WORK SCHEDULE

FAR 52.242-15 STOP WORK ORDER (AUG 1989)

FAR 52.247-17 GOVERNMENT DELAY OF WORK (APR 1984)

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LOCATION

The work shall be located primarily in Hawaii, Guam, the Commonwealth of the Northern Mariana Islands (CNMI). The Government may also require cultural resources management services in other locations within the NAVFAC Pacific area of cognizance that includes, but is not limited to locations such as Bahrain, Diego Garcia, Japan (includes Okinawa), Micronesia (outside of Guam and the CNMI), South Korea, Philippines, Thailand, and Australia. The price for services, other than travel, in those locations other than Hawaii, Guam and CMNI, will be negotiated when the need arises.

F.2 TERM OF THE CONTRACT

The base contract term shall be for a period of 12 months commencing on the date of contract award, with four (4) one-year option periods, which the Government may exercise unilaterally. The government has the option to extend the term of the contract in accordance with FAR 52.217-9) OPTION TO EXTEND THE TERM OF THE ONTRACT (MAR 2000) as referenced in Section I.

F.3 WORK SCHEDULE

The Contractor shall arrange his work so as not to cause interference with normal occurrence of Government business. All work schedules required shall be subject to negotiations during the contract task order pre-award process.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

Section G - Contract Administration Data

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

NFAS 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

G1 CONTRACT ADMINISTRATION DATA

The Contracting Officer for this contract is:

Mr. Richard Keener
NAVFAC Pacific (ACQ32)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

The Contract will be administered by:

NAVFAC Pacific (ACQ32)
Environmental Contracts Branch
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

NOTE: Other Contracting Officers within the NAVFAC Pacific and NAVFAC Hawaii Contract Branches are authorized to issue contract task orders, modifications, letters or verbal direction to the Contractor. The point of contact for this Contract will be a Contract Specialist/Contracting Officer within the NAVFAC Pacific Contracts Branch.

The Contracting Officer's Representative (COR) is:

Dr. Eric West
NAVFAC Pacific (EVS)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

Payment will be made by:

Defense Finance & Accounting Service
(DFAS)- Cleveland
Norfolk Accounts Payable Office
P.O. Box 998022
Cleveland, OH 44199

G2 TASK ORDERS ISSUANCE PROCEDURES

GENERAL

When the Government requires work under the contract, a Request for Proposal Letter (RFPL) will be issued as appropriate. RFPLs will be accompanied by a Statement of Work (SOW) and will normally be issued via electronic mail but may be placed via mail, telephone, facsimile or other means.

Contractors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFPL by the time specified in the RFPL. Any proposal modification or revision, received at the Government office after the exact time specified for receipt of proposals will be late and will not be considered unless it meets the requirements of FAR 52.215-1.

Task orders will be awarded on DD Form 1155 (Order for Supplies or Services). Task orders will be numbered sequential and incorporate the basic contract number and the assigned Work Order Number (WON).

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.

Each task order shall include as a minimum:

Date of order.

Contract number and order number.

Contract item number and description, quantity, and unit price or estimated cost.

Delivery or performance schedule.

Place of performance.

Any packaging, packing, and shipping instructions.

Accounting and appropriation data.

Method of payment and payment office.

Modifications to task orders will be issued on Standard Form (SF) 30.

Contractors may elect not to submit on all task order requirements; however, the contractor must notify the Contracting/Ordering Officer in writing within three (3) business days of RFPL issuance when a contractor elects not to submit on a particular task order requirement and state the reasons why. Failure to provide this notification may impact future consideration for task orders and exercise of an option.

In accordance with FAR 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract or a protest of an order valued in excess of \$10 Million. Protests on orders over \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

COMPETITION

Competition for issuance of task orders is limited to those MAC Holders selected to execute requirements in either the Unrestricted Division (GOJ funded projects) or Small Business Set-Aside (SBSA) Division (US funded projects). Small businesses are eligible to compete for all task orders in either Division. The Contracting/Ordering Officer will identify those MAC Holders eligible to compete for any RFPLs issued.

Each awardee will be given a fair opportunity to be considered for each task order exceeding \$3,000 issued under multiple award contracts consistent with paragraph 2.a above unless the Contracting Officer applies one of the exceptions noted below. Upon receipt of a RFPL, all awardees will be considered equally against the criteria set forth in the RFPL.

The Contracting Officer reserves the right to make award of a task order without competition based upon one of the circumstances described below:

The agency need for the services are so urgent that providing a fair opportunity would result in unacceptable delays;

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;

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 to be considered for the original order; or

It is necessary to place an order to satisfy a minimum guarantee.

REQUIREMENT FOR PROPOSALS

Task orders will be firm fixed price with a specific completion date or performance period and clearly define the specific services to be performed or the performance desired. When options are included in the Schedule, the task order will specify the number of days after award for exercising the options. Each task order incorporates applicable provisions and clauses in the basic contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual task order RFPLs and awards.

Unless otherwise specified in the RFPL, task order proposals must remain valid for 90 calendar days after the last stated date for which proposals may be received.

Projects will vary in size and complexity. Information required for technical evaluation will be identified in the individual RFPL and may include the following:

Proposed schedule for completing the work shall be addressed in each contractor's proposal.

Narrative description of how work is intended to be accomplished as stated in the RFP.

Upon receipt of the Contractor's proposal, the Contracting Officer and the Technical Representatives will conduct a comprehensive review and will, either, (1) arrange a time and place to conduct negotiations or (2) issue a CTO based on the statement of work and cost proposal as submitted.

A task order will be issued on a DD1155. The DD1155 will be forwarded to the Contractor for signature by a duly authorized representative of the Contractor. The Contracting Officer will then sign the DD1155 at which time, the Contractor may commence work. On a case by case basis and if determined essential by the Contracting Officer, performance bonds may be required prior to the commencement of the field work (bonding requirements will be identified in the RFPL).

The Contractor shall immediately notify the Contracting Officer, in writing, of any unforeseen conditions.

The Contracting/Ordering Officer may at any time, prior to award of the task order, determine that it is not in the best interest of the Government to issue said order to the Contractor. No liability for costs will accrue to the Government as a result of the Contracting Officer's decision not to issue the task order, e.g. no proposal preparation costs will be paid by the Government.

SELECTION CRITERIA

a. Task orders may be awarded on the basis of price only; low price technically acceptable (LPTA), or using the tradeoff process (as described in FAR Part 15). The basis for award will be stated in the RFPL. Whenever possible, award will be made without discussions. If discussions are determined necessary, the Contracting Officer may establish a competitive range if the number of proposals exceeds the number at which an efficient competition can be conducted.

b. Task order price proposals: The RFPL will inform MAC Holders on the level of detail required in their price proposal. The Contracting/Ordering officer may simply require submission of a lump sum amount, a few cost items (similar to the amount of detail requested for the Sample Projects), or on occasion detailed cost and pricing data. Detailed cost and pricing data will not be requested often and will be limited to the more complicated or very large task order projects.

G3 TASK ORDER MODIFICATION PROPOSALS

The following may apply when changes to a task order issued under this contract are required.

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a task order modification.

(b) The price breakdown will be tailored to each task order modification.

(c) The Contractor may be asked to provide similar price breakdown details to support any amounts to be performed by subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

G4 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)

Each CTO will designate the appropriate ACO.

G5 CONTRACTOR REPRESENTATIVES

The Contractor shall, after award of the basic contract, notify the Government in writing, of the person or persons authorized to contractually and legally bind the Contractor. The Contractor shall include the title of the person or persons and any limitations that apply to the signatory authority.

G6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer will appoint the COR for this contract in writing at time of award.

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

The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact and will be identified on individual task orders.

The Contracting Officer may also appoint, in writing, an alternate COR (ACOR) to perform the responsibilities and functions when the COR is absent.

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, Award Fee, or the time required for task order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the task order;
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
- (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in this contract.

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

(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 TRAVEL COSTS

(a) Travel Policy. Generally the Government will negotiate all allowable, allocable and reasonable travel costs to be incurred by the contractor in performance of the contract/CTO in accordance with FAR Subpart 31.2 and the rules and definitions set forth for temporary duty and local travel in the Joint Travel Regulation (JTR) but not to exceed the amounts authorized in the JTR.

(b) Official Travel.

(1) Temporary Duty (Overnight Stay Required) Beyond 50 Mile Radius. If a temporary duty station to which an employee is required to travel in the performance of this contract is beyond the circular boundary created by a 50 mile radius of the employee’s official point of departure, and the period of official travel is greater than two hours more than the employee’s regular work day, the cost of transportation and per diem will be negotiated or allowed. Official travel begins at the time an employee leaves his/her home, office, or other authorized point of departure and ends when the traveler returns to his/her home, office, or other authorized point at the conclusion of the trip.

(2) One Day Travel Beyond 50 Miles Radius. When the period of official travel is 24 hours or less, but greater than two hours more than the employee’s regular work day, transportation and per diem costs will be negotiated or allowed consistent with company policy but not to exceed the amounts authorized in the JTR. If lodging is not required, the maximum allowable rate will be the meals and incidental expenses (M&IE) rate, prorated as provided in the JTR. If lodging is required, the rules for travel of more than 24 hours apply.

(3) Local Travel (within 50 Miles Radius of Official Point of Departure) or at Temporary Duty Station. Cost of commercial transportation and Privately Owned Vehicles (POV mileage) used in the performance of this contract for local travel or at a temporary duty station will be negotiated or allowed, if approved by appropriate Contractor supervisory personnel as advantageous to the Government. For local travel required in the performance of this contract, transportation costs will be negotiated or allowed for the distance that exceeds the employee’s regular commuting distance.

G9 PRE-PERFORMANCE CONFERENCE – CONTRACT TASK ORDER

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.

G10 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR52.219-9, Alt II, Section I, the Contractor shall provide a Small Business Subcontracting Plan. The following guidelines are provided regarding small business targets which the Naval Facilities Engineering Command has established:

	FY2015	FY2016	FY2017	FY2018	FY2019
Small Business	66.80%	66.94%	67.07%	67.20%	67.33%
HUBZone Small Business	8.94%	9.03%	9.12%	9.21%	9.30%
Small Disadvantaged Business	17.27%	17.44%	17.62%	17.79%	17.97%
Women-Owned Small Business	15.30%	15.45%	15.61%	15.77%	15.93%
Service-Disabled Veteran-Owned SB	3.03%	3.06%	3.09%	3.12%	3.15%

G11 SUBCONTRACTING REPORTS

In accordance with FAR 52.219-9, Section I, the Contractor shall submit subcontracting reporting using the web-based eSRS at <http://www.esrs.gov>. \

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(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.

N62742/ACQ32 OR AS SPECIFIED ON INDIVIDUAL TASK ORDERS.

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732 or as specified in individual task orders
Issue By DoDAAC	N62742 or as specified in individual task orders
Admin DoDAAC	N62742 or as specified in individual task orders
Inspect By DoDAAC	N62742/ACQ32 or as specified in individual task orders
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	N62742/ACQ32 or as specified individual task orders
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N62742/ACQ32 or as specified individual task orders
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(*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.

Not Applicable

(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.

Velma Wong or as specified in individual task orders.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

G3 CONTRACT ADMINISTRATION DATA

The Contracting Officer for this contract is:

Mr. Richard Keener
NAVFAC Pacific (ACQ32)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

The Contract will be administered by:

NAVFAC Pacific (ACQ32)
Environmental Contracts Branch
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

NOTE: Other Contracting Officers within the NAVFAC Pacific and NAVFAC Hawaii Contract Branches are authorized to issue contract task orders, modifications, letters or verbal direction to the Contractor. The point of contact for this Contract will be a Contract Specialist/Contracting Officer within the NAVFAC Pacific Contracts Branch.

The Contracting Officer's Representative (COR) is:

Dr. Eric West
NAVFAC Pacific (EVS)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

Payment will be made by:

Defense Finance & Accounting Service
(DFAS)- Cleveland
Norfolk Accounts Payable Office
P.O. Box 998022
Cleveland, OH 44199

G7 TASK ORDERS ISSUANCE PROCEDURES

1. GENERAL

- a. When the Government requires work under the contract, a Request for Proposal Letter (RFPL) will be issued as appropriate. RFPLs will be accompanied by a Statement of Work (SOW) and will normally be issued via electronic mail but may be placed via mail, telephone, facsimile or other means.
- b. Contractors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFPL by the time specified in the RFPL. Any proposal modification or revision, received at the Government office after the exact time specified for receipt of proposals will be late and will not be considered unless it meets the requirements of FAR 52.215-1.
- c. Task orders will be awarded on DD Form 1155 (Order for Supplies or Services). Task orders will be numbered sequential and incorporate the basic contract number and the assigned Work Order Number (WON).
- d. 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.
- e. Each task order shall include as a minimum:
 - (1) Date of order.
 - (2) Contract number and order number.
 - (3) Contract item number and description, quantity, and unit price or estimated cost.
 - (4) Delivery or performance schedule.
 - (5) Place of performance.
 - (6) Any packaging, packing, and shipping instructions.
 - (7) Accounting and appropriation data.
 - (8) Method of payment and payment office.
- f. Modifications to task orders will be issued on Standard Form (SF) 30.
- g. Contractors may elect not to submit on all task order requirements; however, the contractor must notify the Contracting/Ordering Officer in writing within three (3) business days of RFPL issuance when a contractor elects not to submit on a particular task order requirement and state the reasons why. Failure to provide this notification may impact future consideration for task orders and exercise of an option.
- h. In accordance with FAR 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract or a protest of an order valued in excess of \$10 Million. Protests on orders over \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

2. COMPETITION

- a. Competition for issuance of task orders is limited to those MAC Holders selected to execute requirements in either the Unrestricted Division (GOJ funded projects) or Small Business Set-Aside (SBSA) Division (US funded projects). Small businesses are eligible to compete for all task orders in either Division. The Contracting/Ordering Officer will identify those MAC Holders eligible to compete for any RFPLs issued.
- b. Each awardee will be given a fair opportunity to be considered for each task order exceeding \$3,000 issued under multiple award contracts consistent with paragraph 2.a above unless the Contracting Officer applies one of the exceptions noted below. Upon receipt of a RFPL, all awardees will be considered equally against the criteria set forth in the RFPL.
- c. The Contracting Officer reserves the right to make award of a task order without competition based upon one of the circumstances described below:
 - (1) The agency need for the services are 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 to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

3. REQUIREMENT FOR PROPOSALS

- a. Task orders will be firm fixed price with a specific completion date or performance period and clearly define the specific services to be performed or the performance desired. When options are included in the Schedule, the task order will specify the number of days after award for exercising the options. Each task order incorporates applicable provisions and clauses in the basic contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual task order RFPLs and awards.
- b. Unless otherwise specified in the RFPL, task order proposals must remain valid for 90 calendar days after the last stated date for which proposals may be received.
- c. Projects will vary in size and complexity. Information required for technical evaluation will be identified in the individual RFPL and may include the following:
 - (1) Proposed schedule for completing the work shall be addressed in each contractor's proposal.
 - (2) Narrative description of how work is intended to be accomplished as stated in the RFP.
 - (3) Upon receipt of the Contractor's proposal, the Contracting Officer and the Technical Representatives will conduct a comprehensive review and will, either, (1) arrange a time and place to conduct negotiations or (2) issue a CTO based on the statement of work and cost proposal as submitted.
 - (4) A task order will be issued on a DD1155. The DD1155 will be forwarded to the Contractor for signature by a duly authorized representative of the Contractor. The Contracting Officer will then sign the DD1155 at which time, the Contractor may commence work. On a case by case basis and if determined essential by the Contracting Officer, performance bonds may be required prior to the commencement of the field work (bonding requirements will be identified in the RFPL).
 - (5) The Contractor shall immediately notify the Contracting Officer, in writing, of any unforeseen conditions.
 - (6) The Contracting/Ordering Officer may at any time, prior to award of the task order, determine that it is not in the best interest of the Government to issue said order to the Contractor. No liability for costs will accrue to the Government as a result of the Contracting Officer's decision not to issue the task order, e.g. no proposal preparation costs will be paid by the Government.

4. SELECTION CRITERIA

a. Task orders may be awarded on the basis of price only; low price technically acceptable (LPTA), or using the tradeoff process (as described in FAR Part 15). The basis for award will be stated in the RFPL. Whenever possible, award will be made without discussions. If discussions are determined necessary, the Contracting Officer may establish a competitive range if the number of proposals exceeds the number at which an efficient competition can be conducted.

b. Task order price proposals: The RFPL will inform MAC Holders on the level of detail required in their price proposal. The Contracting/Ordering officer may simply require submission of a lump sum amount, a few cost items (similar to the amount of detail requested for the Sample Projects), or on occasion detailed cost and pricing data. Detailed cost and pricing data will not be requested often and will be limited to the more complicated or very large task order projects.

G8 TASK ORDER MODIFICATION PROPOSALS

The following may apply when changes to a task order issued under this contract are required.

- (a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a task order modification.
- (b) The price breakdown will be tailored to each task order modification.
- (c) The Contractor may be asked to provide similar price breakdown details to support any amounts to be performed by subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

G9 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)

Each CTO will designate the appropriate ACO.

G10 CONTRACTOR REPRESENTATIVES

The Contractor shall, after award of the basic contract, notify the Government in writing, of the person or persons authorized to contractually and legally bind the Contractor. The Contractor shall include the title of the person or persons and any limitations that apply to the signatory authority.

G11 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer will appoint the COR for this contract in writing at time of award.

A Contracting Officer's Representative (COR) is NOT a Contracting or Ordering Officer and DOES NOT have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract (or task order). The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact and will be identified on individual task orders.

The Contracting Officer may also appoint, in writing, an alternate COR (ACOR) to perform the responsibilities and functions when the COR is absent.

G12 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, Award Fee, or the time required for task order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the task order;
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
- (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in this contract.

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

(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.

G13 TRAVEL COSTS

(a) Travel Policy. Generally the Government will negotiate all allowable, allocable and reasonable travel costs to be incurred by the contractor in performance of the contract/CTO in accordance with FAR Subpart 31.2 and the rules and definitions set forth for temporary duty and local travel in the Joint Travel Regulation (JTR) but not to exceed the amounts authorized in the JTR.

(b) Official Travel.

(1) Temporary Duty (Overnight Stay Required) Beyond 50 Mile Radius. If a temporary duty station to which an employee is required to travel in the performance of this contract is beyond the circular boundary created by a 50 mile radius of the employee's official point of departure, and the period of official travel is greater than two hours more than the employee's regular work day, the cost of transportation and per diem will be negotiated or allowed. Official travel begins at the time an employee leaves his/her home, office, or other authorized point of departure and ends when the traveler returns to his/her home, office, or other authorized point at the conclusion of the trip.

(2) One Day Travel Beyond 50 Miles Radius. When the period of official travel is 24 hours or less, but greater than two hours more than the employee's regular work day, transportation and per diem costs will be negotiated or allowed consistent with company policy but not to exceed the amounts authorized in the JTR. If lodging is not required, the maximum allowable rate will be the meals and incidental expenses (M&IE) rate, prorated as provided in the JTR. If lodging is required, the rules for travel of more than 24 hours apply.

(3) Local Travel (within 50 Miles Radius of Official Point of Departure) or at Temporary Duty Station. Cost of commercial transportation and Privately Owned Vehicles (POV mileage) used in the performance of this contract for local travel or at a temporary duty station will be negotiated or allowed, if approved by appropriate Contractor supervisory personnel as advantageous to the Government. For local travel required in the performance of this contract, transportation costs will be negotiated or allowed for the distance that exceeds the employee's regular commuting distance.

G14 PRE-PERFORMANCE CONFERENCE – CONTRACT TASK ORDER

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.

G15 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR52.219-9, Alt II, Section I, the Contractor shall provide a Small Business Subcontracting Plan. The following guidelines are provided regarding small business targets which the Naval Facilities Engineering Command has established:

	FY2015	FY2016	FY2017	FY2018	FY2019
Small Business	66.80%	66.94%	67.07%	67.20%	67.33%
HUBZone Small Business	8.94%	9.03%	9.12%	9.21%	9.30%
Small Disadvantaged Business	17.27%	17.44%	17.62%	17.79%	17.97%
Women-Owned Small Business	15.30%	15.45%	15.61%	15.77%	15.93%
Service-Disabled Veteran-Owned SB	3.03%	3.06%	3.09%	3.12%	3.15%

G16 SUBCONTRACTING REPORTS

In accordance with FAR 52.219-9, Section I, the Contractor shall submit subcontracting reporting using the web-based eSRS at <http://www.esrs.gov>.

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. (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

Section H - Special Contract Requirements

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H.1 CONTRACT PURPOSE AND CONSTRAINTS.

BACKGROUND: In September of 2010, the Department of the Navy and the Department of the Army announced their decision to proceed with Guam and Commonwealth of Northern Mariana Islands (CNMI) Military Relocation. As a result of redefining the United States (US) defense posture in the Pacific region and the US alliance with Japan, a portion of US Marine Corps forces currently located in Okinawa, Japan will be relocated to Guam. This relocation of Marine Corps forces will meet international agreement and treaty requirements and fulfill US national security policy requirements. Future construction projects in support of the Guam Realignment are subject to various agreed upon environmental mitigations which will be partially executed under this multiple award contract for Cultural Resources Management Services.

NAVFAC is responsible for executing all contracts associated with the Guam Realignment including projects funded by Japanese cash contributions. When using Japanese cash contributions, the Governments of the United States and Japan agreed to: (1) Maximum use of open competition for contracts; (2) employment of standard solicitation and award procedures; (3) the Japanese Ministry of Defense (MOD) will be given an opportunity to review and comment on acquisition related documents; (4) NAVFAC will separately advertise and award contracts for specific projects to be funded by Japanese cash contributions; and (5) representatives of the MOD will be invited to observe the source selection process.

GOVERNMENT OF JAPAN OBSERVERS: Offerors are advised that officials of the Government of Japan (GOJ) will be observing the source selection process, the evaluation of proposals and the review of other documentation. Accordingly, submission of a proposal in response to this synopsis and referenced solicitation will be considered evidence of your consent and permission for the Contracting Officer to reveal your proposal and related submissions to participating GOJ officials (who will, in turn, sign Non-Disclosure Statements that will be retained in the contract files).

PARTIAL SET-ASIDES: FAR 19.502-3 -- Partial Set-Asides, provides authority to use partial set-asides when (1) a total set-aside is not appropriate; (2) one or more small business concerns are expected to have the technical competence and productive capacity to satisfy the set-aside portion of the requirement at a fair market price; and (3) the requirement is severable and can be divided into a set-aside portion and a non-set-aside portion. The Small Business Jobs Act of 2010, Section 1331, and the Small Business Administration Final Rule (effective 31 DEC 2013) provide additional guidance on set-aside task order competitions when the multiple award contract was competed on a full and open basis.

MULTIPLE AWARD CONTRACT DIVISIONS: To facilitate streamlined execution of Cultural Resources Management Services, multiple award contract (MAC) vehicles will be utilized. Furthermore, the solicitation, resulting in award of the MACs, will be competed as an unrestricted procurement (to achieve maximum use of open competition for contracts and award contracts for specific projects to be funded by Japanese cash contributions) with a partial small business set-aside. The resulting multiple award contracts will be comprised of two major divisions: An Unrestricted Division established for competing and awarding task orders to perform Government of Japan (GOJ) funded projects that support the Defense Policy Review Initiative (DPRI)/Guam Realignment, and a partial Small Business Set Aside (SBSA) Division established for competing projects funded by United States appropriations (in support of either DPRI or non-DPRI requirements).

CONTRACT CAPACITY: The estimated workload for the Unrestricted Division is approximately \$10 million and the amount for the SBSA Division is approximately \$26 million, for a combined Not-to-Exceed (NTE) aggregate amount of \$36 million. These amounts are subject to change based on the needed Cultural Resources Management Services specific tasks ordered by the Government. As set forth in Section G, Task Order Issuance Procedures, Contractors may elect not to submit on all task order requirements. Furthermore, task orders could require performance of up to 47 of the "Specific Tasks" described in Section C, paragraph 2.0. If less than two proposals are received from MAC Holders in the SBSA Division, the Contracting Officer may open the competition of the task order to include the Unrestricted Division contractors. The SBA final rule permits small businesses to compete for task order RFPs in both the non-set-aside portion (Unrestricted Division) and set-aside portion (SBSA Division) of the MAC.

CONTRACTS: This procurement consists of a single solicitation with the intent to award a minimum of three (3) and a maximum of six (6) Indefinite Delivery Indefinite Quantity (IDIQ) type service contracts to the offerors whose proposals, conforming to the solicitation, will be the most advantageous to the Government resulting in the best value, price and technical factors considered. Ideally, the Government prefers to award a minimum of three (3) contracts in each of the two Divisions. However, the Government reserves the right to award more than six (6) contracts if it is determined to be in the best interest of the Government. Successful awardees (also called MAC Holders) will compete for future work during the term of the multiple award contracts.

H.2 CONTRACT DURATION, LIMITS AND AMOUNTS.

Term of contract: Each of the resulting contracts will have a base period of 12 months. However, this time period may be reduced if the Contracting Officer determines that the estimated contract amount ordered by the Government has been reached (see paragraph c. below).

Options: Each contract contains four (4) 12-month options for a total maximum duration of 60 months or estimated dollar value (see paragraph c. below), whichever occurs first. The Government has the option to extend the term of the contract in accordance with the contract clause entitled "Option to Extend the Term of the contract, FAR 52.217-9". The Government may extend the contact by written notice to the Contractor within thirty (30) days, provided that the Government will give the Contractor a preliminary written notice of its intent to extend within sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

Amounts: The maximum aggregate dollar value, including the base period and all option periods, for all awarded contracts is estimate to be \$10,000,000 (projects to be funded by the Government of Japan) and \$26,000,000 (projects to be funded by the United States), for a total aggregate value, for all contracts inclusive of options, not to exceed \$36,000,000.

Task Order Limitations: Task orders will typically range between \$10,000 to \$1,000,000 and will be competed among the contact awardees. Task orders may be below or above this limit,

Minimum Guarantee: The contract minimum guarantee is \$5,000 per MACC awardee. As task orders are issued, the minimum guarantee amount will be deobligated. The Government makes no representation as to the number of task orders or actual amount of work to be ordered. Contractors are not guaranteed work in excess of the minimum guarantee specified herein. The minimum guarantee is applicable for the contract term.

H.3. COMMENCEMENT OF WORK AND PLACE OF PERFORMANCE

Required commencement of work and the place of performance will be defined and designated on each individual task order.

H.4. PROPOSAL PREPARATION COSTS

The costs for preparation of task order proposals, if required under this contact, shall be the responsibility of the contractor and not directly reimbursable.

H.5. NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change order under the "Changes" clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

H.6. PERFORMANCE EVALUATIONS

The Administrative Contract office will complete a contractor's performance evaluation for input into CPARS database. The evaluation will take into account all aspects of the contractor's performance. Interim performance evaluations may be completed at any time the Contractor's performance is considered less than satisfactory or to provide feedback on a task order. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The negative performance evaluations will have an impact on the award of future task orders.

H.7. DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in the State of Hawaii, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

NOTES:

1. *This clause applies when the unemployment rate in Hawaii is higher than the national unemployment rate as determined by the Secretary of Labor. If, at the time of award the unemployment rate in the State of Hawaii is equal to or below the national average, this clause does not apply. This clause does not apply to management positions, which are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions.*

2. *For purposes of this solicitation, a resident of the State is defined as someone who has, or is taking steps to reside in the State on a permanent, rather than a temporary basis. This residency requirement is evidenced by the following:*

Obtaining a Hawaii State drivers' license.

Becoming a registered voter,

Moving one's family to Hawaii

Buying a home or entering into domicile arrangements (i.e. lease), or

Paying Hawaii State Taxes

No single act is sufficient to establish residency in the State of Hawaii.

3. *In filling employment positions for work under the contract, other than for management positions, the offeror agrees to hire employees (who are or can become qualified by the time the work commences) from the workforce of the incumbent contractor. For purposes of this clause, if skilled individuals are not available and cannot be available promptly through some form of reasonably available training, then hiring non-state residents is allowed. The contractor shall take reasonable steps to determine whether skilled individuals are or are not available from among the State's residents.*

H.8. STANDARDS

a. Field work and reporting shall be conducted according to prevailing professional archaeological standards including, but not limited to, the Federal statutes, regulations, and guidelines identified in Section C and any subsequent revisions made to these documents prior to the completion of this contract.

b. The Principal Investigator shall be responsible for the validity of all data, information and material presented in each report. For certain Task Orders, the Principal Investigator may also serve as Project Director, however, the Contractor must be capable of conducting multiple Task Orders concurrently. The Principal Investigator shall provide oversight, guidance, and quality control; and be responsible for ensuring the academic excellence, professional quality, and technical accuracy of all fieldwork, laboratory work, graphics, data recording, and report writing conducted for this contract. The PI shall execute the signatory page of each deliverable.

- c. The Project Director shall provide oversight and direction in the field, and oversee all laboratory work and be responsible for report writing.
- d. The Supervisor, under the direction of the Principal Investigator, Project Director, and Laboratory Director, shall supervise, perform data collection, and have sufficient knowledge of theory, methods, and techniques to temporarily direct work in the absence of the Principal Investigator, Project Director, or Laboratory Director.
- e. The Project Director and Field Supervisor shall be thoroughly familiar with archaeological and historical reports addressing research within and in the vicinity of the project area, and with other documents applicable to the Task Order.
- f. The Project Director and Field Supervisor shall be thoroughly familiar with this contract, the Task Order Scope of Work, applicable plans (e.g. Data Recovery Plan, Monitoring Plan, Research Design, Sampling/Testing strategy), and the schedule of work. These persons shall have copies of these documents in the field and shall ensure that all personnel (i.e., technicians, assistants, etc.) are familiar with the above listed documents and have a full understanding of the tasks and problems being addressed.
- g. Report Writing shall be conducted by person(s) who meets or exceeds the qualifications for a professional archaeologist as specified in Federal Register (FR) Vol 62 (119) page 33712, and Section-C.9, having a graduate degree in Anthropology with a specialization in archaeology or related field as defined on page 33713 of FR 62 (119) and 5 years full-time professional experience applying the theories, methods, and practices of Pacific (Micronesia and Polynesia) or Asian archaeology that enables professional judgments to be made about the identification, evaluation, documentation or treatment of prehistoric or historic archaeological properties in the Pacific or Asia, as appropriate for the assignment, and which includes Supervisory experience in Pacific (Micronesia and Polynesia) or Asian archaeology. This person(s) must have demonstrated ability to implement research designs and sampling strategies; make strategic and professional decision in the field; and have oral and written communication skills as evidenced by their completed technical reports/publications. It is preferable that the person writing the report participated in the subject project at the Project Director or higher level, but special approval may be requested from the Contracting Officer or Navy Technical Representative in the event of illness or personnel change.

Cultural Resource locations shall be geographically referenced and plotted onto a topographical map with fixed global positioning systems equipment or longitude-latitude calibration. Location data shall be provided in the report as a table and included in the site descriptions.

H.9. REQUIRED INSURANCE

- a. Within fifteen (15) days after award of this contract, and for each option year exercised, thereafter, 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 amounts specified below in accordance with FAR 52.228-5, INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997), Section I. This insurance must be maintained during the entire term of the contract.

Comprehensive General Liability: \$500,000 per occurrence.

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

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

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

Other as required by State law.

- b. The Above insurance coverage shall extend to the Contractor personnel operating Government owned equipment and vehicles.

c. The Certificate of Insurance shall provide for (30) thirty 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.

H.10. SUBCONTRACTING REPONSIBILITIES

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure task orders are completed within the stated requirements.

The contractor is responsible for ensuring subcontracting opportunities are made available to small business veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantage small business and women-owned small businesses.

H.11. STATION REGULATIONS

The Contractor and his/her employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

The Contractor shall participate actively in the activity energy conservation program. The contractor shall comply with the base energy conservation program and shall become familiar with the activity's energy instruction. As directed by the Contracting Officer, the Contractor's superintendent shall represent the Contractor's interests at meetings of the activity's Energy Conservation and Resource Management Committee. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer.

H.12. DIRECTIVES. Applicable directives, instructions, and regulations are mentioned in Sections C, H, I and J.

H.13. ENERGY CONSERVATION. The Contractor shall participate actively in the activity's energy conservation program. The Contractor shall comply with the base energy conservation program and shall become familiar with the activity's energy instruction. As directed by the Contracting Officer, the Contractor's superintendent shall represent the Contractor's interests at meetings of the activity's Energy Conservation and Resource Management Committee. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer.

H.14. ENVIRONMENTAL PROTECTION. The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with federal, state and local laws and with the regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Contracting Officer. Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during regular working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine, and other costs. The Contractor shall also clean up any oil spills, which result from the Contractor's operations. The Contractor shall comply with the instructions of the cognizant navy Medical Department with respect to avoidance of conditions, which create a nuisance or which may be hazardous to the health of personnel. Attachment 10, in Section J, provides Contractor Environmental Specification Guidelines.

H.15. SALVAGE. All material and equipment which are removed or disconnected, and in the opinion of the Contracting Officer or the Government representative, are sound and of value, but are not indicated or specified for reuse, shall remain the property of the Government. They shall be delivered by the Contractor at his expense to a location designated by the Contracting Officer. All non-usable surplus material and debris, resulting from work under these specifications, shall be removed from the site by the Contractor at his expense.

H.16. DISPOSAL. Debris, rubbish, and hazardous waste and unusable material resulting from the work under this contract shall be disposed by the Contractor at his expense off Government property. The Contractor shall

dispose of hazardous waste in accordance with the Resource Conservation and Recovery Act and its associated state and local regulations.

H.17. FIRE PREVENTION. The contractor shall ensure that he and his employees know how to report a fire and activate a fire alarm device. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste, and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with activity instructions.

H.18. SECURITY REQUIREMENTS. (See Section J, Attachment J-6)

a. The Contractor shall comply with security regulations imposed by the installation Commander and/or the agency occupying the space where work is to be performed, including obtaining any necessary personnel security clearances and vehicle passes.

b. The Contractor shall, prior to the start of any task order, submit to the Contracting Officer an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. 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 five (5) days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph.

c. In order to be admitted to the work site, employees and representative of the Contractor shall be United States citizens. Legal aliens are allowed on the project site. Clearance for aliens may require approximately 20 workdays for approval.

d. Submit the personnel list for approval at least 15 days prior to the desired date of entry with the following information: (NOTE: See Section J, Attachment 11)

Name

Date and Place of birth

Citizenship

Home Address

Social Security Number

Current Pass Expiration Date (if applicable)

Naturalization or Alien Registration Number

The request for personnel pass shall be accompanied by the following certification signed by an employee who is duly authorized by the Contractor:

"I hereby certify that all personnel on this list are either born U.S. citizens, naturalized U.S. citizens with the naturalization number shown, or legal aliens with the alien registration number indicated."

Signature/Firm Name

e. Submit the vehicle pass request for approval at least 15 days prior to the desired date of entry with the following information: (NOTE: See Section J, Attachment 12)

Make of Vehicle

Year and Type of Vehicle

License Number

Owner of Vehicle

f. Failure on the part of the Contractor to submit required information will not constitute a justification for a time extension. The contractor shall be responsible for obtaining passes for its subcontractors.

IDENTIFICATION OF CONTRACTOR EMPLOYEES

- a. The Contractor shall provide to the contracting Officer the name or names of the responsible supervisory person or persons authorized to act for the contractor.
- b. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- c. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- d. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.
- e. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or, if an alien, his residence within the United States is legal.
- f. All contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

IDENTIFICATION OF CONTRACTOR VEHICLES AND EQUIPMENT

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 and safety inspection sticker, if applicable, and shall be maintained in good repair.

H.19. SPECIAL REQUIREMENT FOR THE CONTROLLED INDUSTRIAL AREA (CIA) OF THE PEARL HARBOR NAVAL SHIPYARD

All personnel requesting entrance to the CIA are required to be US citizens and must provide proof of such citizenship. All personnel will be escorted at all times by a person or persons with the proper security clearance. All requests for passes to the IA are required to be submitted at least 45 days prior to the requested entry date. Forms to request entrance to the CIA are to be provided with each RFP for the CIA area. (See Section J Attachment J-6.

H.20 ADVERTISING AND NEWS RELEASES

The Contractor agrees not to refer to this contract and all resulting task orders in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Government, or considered by the government to be superior to other products or services. New releases, advertising, and company brochures containing information pertaining to this procurement will not be made without the concurrence of the Contracting Officer. The Contracting Officer shall be notified of the intent to release any information 45 days prior to the expected date of release. This requirement shall apply to all subcontractors.

H.21 APPLICABLE WAGE DETERMINATIONS (ATTACHMENTS J-18 AND J-19)

Wage Determination No.: 2005-2153/Revision No.: 18/Date of Revision: 07/25/2014 (American Samoa, Hawaii)
Wage Determination No.: 2005-2147/Revision No.: 16/Date of Revision: 07/25/2014 (Guam, Northern Marianas, Wake Island)

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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
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	MAY 2012
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014

52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	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
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-3	Buy American --Free Trade Agreement--Israeli Trade Act	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-17	Rights In Data-Special Works	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012

52.245-2	Government Property Installation Operation Services	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	FEB 2014
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2013
252.225-7010	Commercial Derivative Military Article--Specialty Metals Compliance Certificate	JUL 2009
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7024	Requirement for Products or Services from Afghanistan	SEP 2013
252.225-7026	Acquisition Restricted to Products or Services from Afghanistan	SEP 2013
252.225-7029	Acquisition of Uniform Components for Afghan Military or Afghan National Police	SEP 2013
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013

252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7010	Overseas Military Construction--Preference for United States Firms	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

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

award through term of contract

(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 \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000

(2) Any order for a combination of items in excess of \$1 Mil or

(3) A series of orders from the same ordering office within 30 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 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 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 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) 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

_____.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1)(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2013)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and

Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

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

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

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

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Employee Class Monetary Wage-Fringe Benefits

GS-0171-7/9/11/12/13 HISTORIAN \$42,199 TO \$115,714/YEAR INCLUDING FRINGE BENEFITS
GS-0193-7/9/11/12/13 ARCHAEOLOGIST \$42,199 TO \$115,714/YEAR INCLUDING FRINGE BENEFITS

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(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 _____. 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 _____, 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)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212(a));

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employments Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(x) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(ix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

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

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

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012)

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

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item. United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Routing Data Table*

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

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

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

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

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

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant

approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the

written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

**5252.216-9310, COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT
(MAR 2002)**

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services

specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, 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.

(e) 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.

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

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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).

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

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

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

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

SECTION J--PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHEMTNS

The documents listed below are included in this solicitation package.

ATTACHMENT	TITLE
ATTACHMENT J-1	REFERENCE DOCUMENTS
ATTACHMENT J-2	OUTLINE FOR DRAFT AND FINAL REPORTS ATTACHMENT J-3
ATTACHMENT J-3	GENERAL REPORT SPECIFICATIONS
ATTACHMENT J-4	CONTENTS OF INRMPS AND ICRMPS
ATTACHMENT J-5	GUIDELINES FOR PREPARING WRITTEN HISTORICAL DESCRIPTIVE DATA (HABS), HISTORIC AMERICAN ENGINEERING RECORD (HAER) AND HISTORIC AMERICAN LANDSCAPE SURVEY (HALS) STANDARDS
ATTACHMENT J-6	SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS (REVISED AUG 2013)
ATTACHMENT J-7	SAMPLE PROJECT I
ATTACHMENT J-8	SAMPLE PROJECT II
ATTACHMENT J-9	OFFEROR'S PAST PERFORMANCE/EXPERIENCE INFORMATION
ATTACHMENT J-10	PAST PERFORMANCE QUESTIONNAIRE (PPQ)
ATTACHMENT J-11	SAMPLE PROJECT I PRICE SHEET
ATTACHMENT J-12	SAMPLE PROJECT II PRICE SHEET
ATTACHMENT J-13	SMALL BUSINESS PAST PERFORMANCE
ATTACHMENT J-14	SMALL BUSINESS SUBCONTRACTING PLAN <i>(Submitted by Large Businesses)</i>
ATTACHMENT J-15	PROPOSED SUBCONTRACTING PARTICIPATION BREAKDOWN <i>(Submitted by Small Businesses)</i>
ATTACHMENT J-16	BASE PERIOD AND OPTION YEAR SUBCONTRACTING GOALS <i>(Submitted by Small and Large Businesses as applicable)</i>
ATTACHMENT J-17	SAFETY DATA SHEET
ATTACHMENT J-18	WAGE DETERMINATIONS NO: 2005-2153
ATTACHMENT J-19	WAGE DETERMINATIONS NO: 2005-2147

Section K - Representations, Certifications and Other Statements of Offerors

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SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

CONTRACTOR INFORMATION

NAME AND ADDRESS OF OFFEROR:

POINT OF CONTACT: _____

BUSINESS PHONE () _____ FASCIMILE PHONE: () _____

CEC/DUNS NUMBER: _____ TIN NUMBER: _____

CAGE NUMBER: _____ EMAIL ADDRESS: _____

AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the government in connection with this request for proposals or quotations:

NAME	TITLE	TELEPHONE NUMBER

[List names, titles, and telephone numbers of the authorized negotiators.]

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

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

(2) The small business size standard is [insert size standard].

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. 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) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and 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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-5 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)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

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

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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- FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURENCY (APR 1991)
- FAR 52.215-1 INSTRUCTION TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)
- FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)
- FAR 52.247-6 FINANCIAL STATEMENT (APR 1984)

DFAR 2523.204-7001 COMMERCIAL AND GOVERNEMNT ENTITY (CAGE) CODE REPORTING (AUG 1999)

NFAS 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994) ALT I (JUN 1994)

L1 NUMBER OF COPIES/CONTENT/TIME OF RECEIPT OF PROPOSAL

The Technical and Price Proposals shall be submitted in separate binders, tabbed appropriately and must include a cover page with the name of the prime contractor, addresses, phone and fax numbers, email addresses, solicitation number, and point of contact. Should there be a discrepancy between paper and electronic information provided, the paper copies shall govern.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation, as well as, elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

An original plus five (5) paper copies and one (1) electronic copy (CD-ROM) of the technical and price proposal shall be submitted no later than the date and time provided in Block 9 of the Standard Form 33, "Solicitation, Offer, and Award", in a sealed envelope and marked in the bottom right corner, "PRICE PROPOSAL – SUBMITTED UNDER RFP N62742-14-R-1888 – DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The price proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed. The price proposal shall include the following:

VOLUME I : PRICE PROPOSAL

SECTION I – STANDARD FORM 33

Tab 1 – SF 33, Solicitation, offer and award

Signed and completed SF33 (Solicitation Offer and Award). Indicate period of validity of the offeror's proposal in Block 12 (at least 120 days) and the following information:

Acknowledgement of all amendments issued for this solicitation prior to the date specified for receipt of proposals
Cage Code, DUNS, and tax ID numbers for the prime contractor. For joint ventures the cage code for each member of the joint venture, as well as, the joint venture should be provided

Tab 2 – Pre Award Survey/Responsibility Determination

Evidence of financial capability; Demonstrated ability to establish and maintain financial/accounting management systems meeting the Government's approval; current company balance sheets;

A list of existing commercial and government business commitments to include contract numbers, names of Contracting Officers, telephone numbers, value of contract, completion date and percent complete.

Name, title, email address, phone number of the person or persons authorized to negotiate and bind your firm

Date of Last Equal Employment Opportunity (EEO) Check for prime contractor and each member of a joint venture.

Federal Contractor Veteran's Employment Report (VETS-100 Annual Report).

Notes:

In accordance with FAR Part 22.800—Equal Employment Opportunity, pre-award clearance for each proposed contract and for each proposed first-tier subcontract of \$10 million or more shall be requested by the contracting officer directly from the OFCCP regional office(s) unless the specific proposed contractor is listed in OFCCP's National Pre-award Registry. All proposed contractors shall ensure that they are listed in OFCCP's National Pre-award Registry via the Internet at <http://www.dol-esa.gov/preaward/>.

In accordance with FAR Part 22.13 Equal Opportunity for Veterans and specifically Part 22.1304—Procedures, proposed contractors must verify that they are current with its submission of the VETS-100 and/or the VETS-100A Report.

Tab 3 – Completed Section K (Representations and Certifications)

For the set aside portion of the solicitation (U.S. funded \$26,000,000), Small Business offerors shall confirm that they are registered and qualify for the size standards set forth by NAICS 712120.

Tab 4 - Teaming/Joint-Venture/Mentor Protégé Agreements and Approvals (if applicable)

When proposing as a joint venture, all members of the joint venture shall sign the SF33 unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirement may eliminate the proposal from further consideration. If the joint venture is subject to the SBA Mentor-Protégé Program, a copy of the SBA approval of the joint venture arrangement shall be included.

CORPORATIONS, JOINT VENTURES, PARTNERSHIPS, AND OTHER SIMILAR ENTITIES MAY NOT BE A PARTY TO MORE THAN ONE OFFEROR. FAILURE TO COMPLY WITH THIS MAY RESULT IN DISQUALIFICATION OF THE OFFEROR FOR CONTRACT AWARD.

Notes:

1. Definition: "Offeror" typically refers to a single corporation submitting the proposal as a prime contractor, a joint venture composed of multiple organizations submitting a proposal as joint-venture partners or a Limited Liability Company (LLC). In its evaluation of past performance and experience, the Government's evaluation will generally focus on the entity submitting the proposal (single corporation, individual joint venture partners or the LTD or LLC company as identified on the SF33).

2. If proposing as a joint venture, LLC, and/or if the offer includes teaming arrangements, the Offeror shall submit a legally binding joint venture agreement, LLC Operating Agreement and/or Teaming Agreement with the proposal that clearly defines the roles and responsibilities of each of the members. In addition, the Offer shall include a detailed statement outlining the following terms or percentages where appropriate:

(a) The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.

(b) The management approach in terms of who will conduct, direct, supervise, control and the controlling partner's authority to obligate the entity.

(c) The structure and decision-making responsibilities of the team/partners/parties in terms of who will control the manner and method of performance of work.

(d) Identify the personnel having the authority to legally bind the offeror including the person authorized to sign the SF33 and bonds.

(e) Set forth procedures to be followed in the event that the entity is dissolved due to unforeseen circumstances, such as the bankruptcy of a member.

(f) A list of subcontractors/partners/parties, to include company names, DUNS and CAGE numbers, address, point of contact, email address, phone number and facsimile number.

If an Offeror is relying on past performance, experience and/or key personnel information from affiliates/subsidiaries/parent companies/LLC/LTD member companies,(name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the past performance, experience and/or key personnel information of the affiliate/subsidiary/parent firm/LLC/LTD member companies to be considered. The proposal shall state the specific resources (e.g., workforce, management, facilities, or other resources) that the affiliate/subsidiary/parent/LLC/LTD member companies will commit toward the performance of the contract. If meaningful involvement is not demonstrated in the proposal, the affiliate, subsidiary or parent company's past performance, experience and/or key personnel information will not be considered.

Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs arrangements with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history. Similarly, Joint Ventures with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

SECTION II – PRICE AND RELATED INFORMATION

Tab 1 – Price proposal for Sample Projects I with supporting documentation

Offerors shall complete and submit, *Sample Project I Price Sheet, Attachment J-11.*

Tab 2 – Price proposal for Sample Project 2 with supporting documentation

Offerors shall complete and submit, *Sample Project II Price Sheet, Attachment J-12.*

VOLUME II: TECHNICAL PROPOSAL

The written technical proposal shall be precise, detailed, and complete so as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. Section M explains the basis for award and detailed the technical evaluation criteria. **YOUR PROPOSAL MUST ADDRESS EACH FACTOR AND PROVIDE SUFFICIENT INFORMATION**, as required in the subparagraphs entitled “solicitation submittal” requirements following each technical factor, including applicable attachments in Section J).

In the event of ambiguities or inconsistencies between the offeror’s narrative and other submittals, the offeror’s narrative shall have precedence over all the information contained elsewhere, including any notes provided thereon. The technical proposal shall be in the following order and tabbed by sections and plans:

Executive Summary. The content shall summarize the key points addressed in the proposal and identify all major subcontracts

TECHNICAL PROPOSAL (FACTORS 1, 2, 3, 4 AND 5): An original plus five (5) paper copies and one (1) electronic copies (CD-ROM) of the technical proposal for Factors A, B, C, and D shall be submitted no later than the date and time provided in Block 9 of the Standard Form 33, “Solicitation, Offer, and Award” Form in a sealed envelope/package/box and marked in the bottom right corner "TECHNICAL PROPOSAL SUBMITTED UNDER RFP N62742-14-R-1885. DO NOT OPEN IN MAILROOM. " Identify the original proposal as "Original" on the cover of the proposal. The technical proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed by Factor. The technical proposal shall include the following: (Reference Section M.8 for technical factors solicitation submittal requirements)

All information required by the following:

Evaluation Factor 1. Experience of the Firm

Evaluation Factor 2. Small Business Utilization

Sub factor 2A – Past Performance in Utilization of Small Business Concerns

Sub factor 2B– Small Business Participation

Evaluation Factor 3. Safety

Evaluation Factor 4. Sample Projects (2)

Evaluation Factor 5. Relevant Past Performance

The Government is not liable for any proposal preparation expenses incurred in response to this solicitation nor any proposal preparation expenses incurred for individual task orders issued under the resultant contract.

L2 PRICE PROPOSAL (VOLUME I)

Offerors are provided with two (2) sample projects and shall describe their technical approach to completing the projects including price for each. (Reference Section M.8 for price factor and technical factor solicitation submittal requirements)

L3 INSTRUCTION FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions concerning the specification or the preparation of the proposal shall be in writing via electronic mail to Ms. Velma Wong, velma.wong@navy.mil. Electronic mail must be received no later than ten (10) working days in advance of the closing date. Verbal queries will not be entertained.

All questions will be addressed as promptly as possible and will be posted on NECO/FBO.

L4 AMENDMENTS

a. Amendments will be posted to the web site <http://www.neco.navy.mil>. It is the offeror's responsibility to check the web site periodically for any amendments to the solicitation

L5 PROPOSAL SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS:

IF SENT VIA UNITED STATES POSTAL SERVICE:

NAVFAC FACILITIES ENGINEERING COMMAND PACIFIC
SOLICITATION NO. N62742-14-R-1888
ENVIRONMENTAL CONTRACTS BRANCH (CODE ACQ32:VW)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

IF HAND-CARRIED/ OR VIA COURIERSERVICES:

NAVFAC FACILITIES ENGINEERING COMMAND, PACIFIC
ENVIRONMENTAL CONTRACTS BRANCH (CODE ACQ32: VW)
4262 Radford Drive, Building 62
Honolulu, HI 96818-3296

a. Depository hours between 8:00 a.m. and 4:00 p.m., HST. Monday through Friday except for holidays. If hand delivering the proposal on other than the designated RFP closing date, please contact Ms. Velma Wong at (808) 474-5720.

b. Proposals not received at the above address on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1(c), "Late submission, modification, revision, and withdrawal of proposals".

c. Offerors should submit complete and accurate information. The Government may elect not to request additional information in order to make a contract award.

L6 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall –

(a) Mark the title page with the following legend:

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

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

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.214-34	Submission Of Offers In The English Language	APR 1991
52.222-26	Equal Opportunity	MAR 2007
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.233-2	Service Of Protest	SEP 2006
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.247-5	Familiarization With Conditions	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

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

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the

solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

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

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

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

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced

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

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

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

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

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

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(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)

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in

any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

Section M - Evaluation Factors for Award

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PART I. EVALUATION AND BASIS OF AWARD

GOVERNMENT OF JAPAN OBSERVERS: Offerors are advised that officials of the Government of Japan (GOJ) will be observing the source selection process, the evaluation of proposals and the review of other documentation. Accordingly, submission of a proposal in response to this synopsis and referenced solicitation will be considered evidence of your consent and permission for the Contracting Officer to reveal your proposal and related submissions to participating GOJ officials (who will, in turn, sign Non-Disclosure Statements that will be retained in the contract files).

M1 PREFERENCE FOR MAKING MULTIPLE AWARDS

This procurement consists of a single solicitation with the intent to award a minimum of three (3) and a maximum of six (6) Indefinite Delivery Indefinite Quantity (IDIQ) type service contracts to the offerors whose proposals, conforming to the solicitation, will be the most advantageous to the Government resulting in the best value, price and technical factors considered. Ideally, the Government prefers to award a minimum of three (3) contracts in each of the two Divisions. However, the Government reserves the right to award more than six (6) contracts if it is determined to be in the best interest of the Government. Successful awardees (also called MAC Holders) will compete for future work during the term of the multiple award contracts.

M2 MAGNITUDE OF THE ACQUISITION

The estimated workload for the Unrestricted Division is approximately \$10 million and the amount for the SBSA Division is approximately \$26 million, for a combined Not-to-Exceed (NTE) aggregate amount of \$36 million. These amounts are subject to change based on the needed Cultural Resources Management Services specific tasks ordered by the Government.

M3 PRE-AWARD SURVEY

The Government will conduct a pre-award survey of the best value offerors to determine if they are all qualified and capable of performing the contract. The pre-award survey will involve examination of the offeror's financial and technical status and understanding of the contract requirements. The following are examples of the information that, upon request, the offeror shall be required to provide in writing to the pre-award survey team. Requested information shall be forwarded within three (3) days of request. Failure to provide requested information, or a determination, after review of the information, of an offeror's non-responsibility, may result in rejection of the proposal.

Identification and current curriculum vitae of the Contractor's personnel and management to be used on this contract;

The Contractor's technical and management plans for performing required services;

Description of Contractor's facilities and equipment'

Summary of the Contractor's experience in performing work of the type required by the specifications in Section C.

Current financial statements and data;

Other work presently under contract'

Prior contracts for similar work, and the names and addresses of individuals with the organization issuing the contract that may be contacted for information concerning the Contractor's performance.

Contractor Quality Control plan for this contract.

M4 BASIS FOR AWARD

In accordance with the Source Selection and Best Value Evaluation provisions within this section, the successful offeror for purposes of award shall be the conforming and responsible offeror offering a technically acceptable proposal and the best value to the Government for the contract base period and each of the pre-priced options in the schedule. The initial award will be for the base period only.

The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2. The Government intends to evaluate proposals and award a contract without conducting 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 to obtain the best value for the Government. Accordingly, each initial offer shall be submitted in the most favorable terms, with respect to technical and price, and in the form prescribed by this solicitation. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. Technical and price tradeoffs may be made, and the extent to which one maybe sacrificed to the other is governed by the rationality and consistency of compliance with the established evaluation factors. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. All technical evaluation factors, when combined, are considered significantly more important than price.

5. Evaluation of an offeror's proposal shall be based on the information contained in the offeror's written proposal and the quality of the offeror's performance on the resultant contract is indicative of what is reflected therein. Proposals, that are unrealistic in terms of technical schedule commitments or pricing, may be determined to be reflective of an inherent lack of technical competence or indicative of a failure to comprehend the scope and risks of the proposed work and may be eliminated from the competitive range.

6. 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.

7. As set forth in Section H, paragraph H1: This cultural Resources Management Services MAC will be competed as an unrestricted procurement with a partial small business set-aside. The resulting multiple award contracts will be comprised of two major divisions: An Unrestricted Division established for competing and awarding task orders to perform Government of Japan (GOJ) funded projects that support the Defense Policy Review Initiative (DPRI)/Guam Realignment, and a partial Small Business Set Aside (SBSA) Division established for competing projects funded by United States appropriations (in support of either DPRI or non-DPRI requirements). The selection of the MAC Holders will be made in the manner described below as required by FAR 19.502-3(c)(1) & (2).

The contracting officer shall award the non-set-aside portion (Unrestricted Division) using normal contracting procedures.

After all awards have been made on the non-set-aside portion, the contracting officer shall negotiate with eligible concerns on the set-aside portion (SBSA Division), as provided in the solicitation, and make award. Negotiations shall be conducted only with those offerors who have submitted responsive offers on the non-set-aside portion (Unrestricted Division).

Pursuant to the Small Business Jobs Act of 2010, Section 1331, and the Small Business Administration Final Rule (effective 31 DEC 2013), the set-aside portion will be competed amongst all Small Businesses that submitted responsive offers for the non-set-aside portion of the solicitation.

While the non-set-aside portion (Unrestricted Division) will utilize normal contracting procedures (as set forth in FAR Part 15), it is possible that one or more of the offerors determined to be the most advantageous to the Government considering technical merit and price could be small businesses.

M5 INTENT TO AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate all proposals received and award a contract or contracts without conducting discussions; therefore, your initial proposal shall conform to the solicitation requirements and should contain your best offer from a technical and price standpoint. However, the Government reserves the right to conduct discussions to maximize the Government's opportunity to obtain the best value, based on the requirements and the evaluation factors set forth in the solicitation.

M6 COMPETITIVE RANGE

If discussions are deemed necessary to maximize the Government's ability to obtain the best value, discussions will be held with those Offerors determined to be within the competitive range. The Government 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, considering technical merit and price.

M7 ENFORCEABILITY OF PROPOSAL

The proposals must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract or contracts. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, subcontractors, management plan, etc.) will be utilized for the duration of the contract and any substitutions will be equal or better than as proposed and accepted for contract award and shall require prior Contracting Officer's approval.

PART II. EVALUATION FACTORS FOR AWARD

M8 EVALUATION FACTORS FOR AWARD

The contract or contracts resulting from this solicitation will be awarded to that responsible Offeror or Offerors whose offers, conforming to the solicitation, are determined to be the most advantageous to the Government considering "technical" merit and "Price." Award may be made to other than the lowest priced Offerors or other than the highest technically rated Offerors. The "Technical evaluation factors, when combined, are considered significantly more important than "Price". Business judgments and tradeoffs may be used to determine the proposal or proposals offering the best value to the Government. In determining the "Best Value" to the Government, the Government need not quantify the tradeoffs that led to the best value decision.

1. The solicitation requires the evaluation of "price" and the following technical factors "and subfactors":

FACTOR 1- EXPERIENCE OF THE FIRM

FACTOR 2- SMALL BUSINESS UTILIZATION

Subfactor 2.A. - Past Performance in Utilization of Small Business Concerns

Subfactor 2.B. - Small Business Participation

FACTOR 3 - SAFETY

FACTOR 4 - SAMPLE PROJECTS (2)

FACTOR 5 -- PAST PERFORMANCE ON RECENT, RELEVANT PROJECTS

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

relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.”

2. The relative order of importance of the non-cost/price evaluation factors and their respective subfactors: 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*. *Subfactors within Factor 2 are in ascending order of importance (e.g., Subfactor 2B is weighted more heavily than Subfactor 2A.* 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.

The importance of price will increase if the Offerors’ non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal’s superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

(a)PRICE EVALUATION – Two Sample Projects

Offerors are provided with two (2) sample projects and are required to complete the price proposal for each with supporting documentation.

The price proposal will be evaluated to verify the offeror’s understanding of the requirements and to assess the accuracy with which the proposal price represent the most probable cost of performance for each of the sample projects. An offer is unbalance when it is based on prices, which are found to be either unreasonably high or unrealistically low in relation to the proposed work and may result in the overall proposal being considered unacceptable. The Government will evaluate the prices based on the total price. The price proposed for the sample project will not be assessed an adjectival rating, but will be ranked from lowest to highest.

(1)Solicitation Submittal Requirements: Two (2) *Sample Project Price Sheets, Attachment J-11 Sample Project I Price Sheet and Attachment J-12 Sample Project II Price Sheet* are provided to price your offers for both sample projects.

(2) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.”

(b) TECHNICAL FACTORS:

NOTES APPLICABLE TO FACTOR 1—EXPERIENCE OF THE FIRM and Factor 5—RELEVANT PAST PERFORMANCE

1. Definition of “recent relevant project” is as follows:

In general, “relevant” means sufficiently similar to the current acquisition to provide indicators of expected performance. For example, relevancy may be established by: similar service type, similar service complexity, similar contract type, same division of the company that will do the work, same major or critical subcontractors, teaming partners and joint ventures. Relevant does not necessarily mean the same or identical services that the Government will acquire in this acquisition.

A recent, relevant project shall be at least \$50,000 in dollar value and shall be at least 80% completed within the past five (5) years from the issuance date of the solicitation. Projects over \$80,000 may be considered more

relevant. A project must demonstrate the Offeror's past performance and experience in one or more of the foregoing Cultural Resource specialized work areas. Each project shall involve performance on current and past contracts with Government agencies and/or private industry, and involve the application of Federal, State of Hawaii, Guam, and local environmental regulatory requirements in characterizing the identity and extent of hazardous substance contamination. Each project must be a standalone contract or task order under an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. The submission of information on the Basic IDIQ contract will not be considered.

2. There is a clear distinction between "experience" and "past performance". Experience is related to the number of relevant projects previously accomplished. Past performance relates to how well a contractor has performed.

3. Definition: "Offeror" typically refers to a single corporation submitting the proposal as a prime contractor, a joint venture composed of multiple organizations submitting a proposal as joint-venture partners or a Limited Liability Company (LLC). In its evaluation of past performance and experience, the Government's evaluation will generally focus on the entity submitting the proposal (single corporation, individual joint venture partners or the LTD or LLC company as identified on the SF33).

4. If proposing as a joint venture, LLC, and/or if the offer includes teaming arrangements, the Offeror shall submit a legally binding joint venture agreement, LLC Operating Agreement and/or Teaming Agreement with the proposal that clearly defines the roles and responsibilities of each of the members. In addition, the Offer shall include a detailed statement outlining the following terms or percentages where appropriate:

a. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.

b. The management approach in terms of who will conduct, direct, supervise, control and the controlling partner's authority to obligate the entity.

c. The structure and decision-making responsibilities of the team/partners/parties in terms of who will control the manner and method of performance of work.

d. Identify the personnel having the authority to legally bind the offeror including the person authorized to sign the SF33 and bonds.

e. Set forth procedures to be followed in the event that the entity is dissolved due to unforeseen circumstances, such as the bankruptcy of a member.

f. A list of subcontractors/partners/parties, to include company names, DUNS and CAGE numbers, address, point of contact, email address, phone number and facsimile number.

If an Offeror is relying on past performance, experience information from affiliates/subsidiaries/parent companies/LLC/LTD member companies,(name is not exactly as stated on the SF33), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent firm/LLC/LTD member companies will have meaningful involvement in the performance of the contract in order for the past performance, experience and/or key personnel information of the affiliate/subsidiary/parent firm/LLC/LTD member companies to be considered. The proposal shall state the specific resources (e.g., workforce, management, facilities, or other resources) that the affiliate/subsidiary/parent/LLC/LTD member companies will commit toward the performance of the contract. If meaningful involvement is not demonstrated in the proposal, the affiliate, subsidiary or parent company's past performance, experience and/or key personnel information will not be considered.

A subcontractor's past performance and experience will not be given the same level of consideration as either a prime contractor or a joint venture partner because there is no direct legal relationship between the Government and a subcontractor. The Government may consider the past performance and experience of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractor. However, the level of consideration

will depend on the extent to which the proposal demonstrates the subcontractor's commitment to the project and legal accountability and will not be accorded the same level of consideration as a prime contractor's past performance/experience.

Prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs arrangements with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history. Similarly, Joint Ventures with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

5. The offeror will not be rated favorably or unfavorably if the offeror does not have a record of relevant past performance or information on past performance is not available. In such a case, the offeror will receive a "No Rating" (NR) rating. However, the offeror with favorable relevant past performance history may be considered more favorably than an offeror with no past performance information.

6. In evaluating past performance, the Government may consider the information in the Offeror's proposal as well as information gathered from other sources including former customers, Government agencies, federal databases and other references. The information provided by the Offeror may provide the major portion of the information used in the Government's evaluation for past performance. The Government however, is not restricted to the information provided by the Offeror and may use other sources to assess past performance information such as the Construction Contract Appraisal Support System (CCASS), Architect-Engineer Contract Administration Support System (ACASS), or any Past Performance Information Retrieval System (PPIRS) and inquiries with previous customers/owners.

FACTOR 1 – EXPERIENCE OF THE FIRM

This factor considers the effectiveness of the offeror's experience, expertise and depth of professional staff experience to adequately perform the requirements of this solicitation. Offerors shall provide a minimum of five (5) to a maximum of eight (8) projects, consisting of relevant cultural resources projects completed in the past 5 years by them or a key subcontractor. Project discussions shall clearly indicate whether the project was performed by the offeror or subcontractor.

Project Defined:

Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (IDIQ) type contract

at one site or multiple sites at a single installation or facility; or

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

Work performed under multiple task orders issued against one IDIQ contract of accomplish the work effort on a single site or multiple sites within a single installation or facility.

Work performed pursuant to a single contract that is not an IDIQ contract or pursuant to one specific task order of an IDIQ type contract at multiple installations or facilities.

Do not list an IDIQ contract as an example of a completed project. Instead, list relevant completed task orders or single contracts that fit within the definition of "project" above. Examples of work submitted that do not meet the definition of "project" will not be evaluated.

Proposals shall clearly demonstrate relevant corporate experience on projects similar in size, scope and complexity to that anticipated under this contract and as further described in Section C of the solicitation. A relevant project is specifically defined to have a minimum dollar value of at least \$80,000 and 80% complete. Projects not meeting this size, scope and complexity criterion will not be considered relevant.

As an aggregate, example projects should detail relevant corporate experience with a wide variety of services related to survey, inventory, identification, evaluation, study, protection, preservation, conservation and interpretation of cultural resources, as an example. The following critical types of experience required are separated into two categories, (1) Core Competencies and (2) Additional Important Competencies. The Core Competencies are expertise specific that the prime contractor should have to do in-house, while the Additional Core Competencies

are accomplished at a higher level of quality, which a firm may have the expertise to do in-house or may have to subcontract out. A firm with the expertise and depth of knowledge to do both the Core Competencies and the Additional Important Competencies in-house, will be evaluated more favorably.

CORE COMPETENCIES

Archaeological Survey: Phase I Reconnaissance
Archaeological Survey: Phase II Detailed Recording
Archaeological Monitoring
Archaeological Subsurface Testing
Architectural History Studies
Emergency Data Recovery
Laboratory Analysis
GIS Mapping
Documentary Archival Research and Document Reproduction
Integrated Cultural Resources Management Plans (ICRMP) and Overview Surveys
Inventory and Evaluation

ADDITIONAL CORE COMPETENCIES

CULTURAL Landscapes Survey, Inventory and Evaluation
HABS/HAER Documentation
Curation Assessment/Management
Interpretive Programs.
Preparation of National Register of Historic Places (NRHP) Nomination Forms
Fieldwork at Potential or Known Hazardous Waste Sites
Scientific Illustrations
Photographic Documentation
Geomorphological Studies
Foreign English Editing and Background Information Supplementation.
Chemical Soil and Sediment Analysis
Site Protection

In addition offerors should demonstrate experience in performing cultural resource services in various geographic areas. Proposals which demonstrate experience in the Pacific Basin and NAVFAC Pacific area of cognizance maybe be rated higher than those that do not.

(i) Solicitation Submittal Requirements:

The offeror shall provide data for each example project as follows:

- (1) Contract information to include contract number and/or order number; title; place of performance; award date; contract/task order type (fixed price, cost reimbursable, ted.); name and address of procuring organization; procuring organization Point of Contact, Phone number and email address' technical or program manager's name, phone number.
- (2) Project dollars: value at award, amount added by modification and final project amount.
- (3) Note if contract/task order was a prime contract/task order or a subcontract to a prime contractor. If a subcontractor, include company name, point of contact name, phone number and email address for prime contractor. If the offeror/key subcontractor was the prime contractor, the offeror shall describe its primary role/duties in execution of the work (i.e. the major components of the project which was completed by the prime's staff and major components which were subcontracted out.) If the offeror/key subcontractor was a subcontractor, the description, duration and cost of the work provided should reflect the work performed by them as the subcontractor, and not work under the project as a whole.
- (4) Description of work performed including, as applicable: (1) technical and administrative functions--Describe the complexity of functions performed; (2) distinctive and/or unique features of the project; (3) type of action performed; (5) regulatory and stakeholder interactions; and (6) summary of the work accomplished and how it relates to the work required by this solicitation.
- (5) Period(s) of performance to include original target project completion date, any time added by modification with

revised completion dated, and actual completion date. Provide explanation of any late finish.

(6) Provide a narrative describing your proposed plan for field staffing and use of local resources which demonstrated

the firm's ability to handle unexpected surges in the workload with the same efficiency and promptness while adhering to deadlines;

(7) Address methods used to ensure that technical work, document quality and schedules are adhered to according to the scope of work;

(8) Provide a narrative describing your approaches for managing task orders under a resulting contract and the experience of your contract management/administration staff.

Note: Minimum personnel requirements for the respective positions are specified in Section C of the solicitation. The purpose of this submittal is to identify the level of expertise available for this contract. If a resume is submitted for a person who is not currently an employee of the offeror, a letter of commitment from the proposed employee should be provided.

(ii) Basis of Evaluation:

1. The Government will evaluate the extent to which the proposal demonstrates relevant firm experience in performing cultural resources projects similar in size, scope, and complexity to the scope of the solicitation. The offeror will be evaluated more favorably based on the degree to which their relevant projects demonstrate greater depth and breadth of experience in the following, but not limited to, areas: Archaeological Survey: Phase I Reconnaissance; Archaeological Survey: Phase II Detailed Recording; Archaeological Survey and Monitoring; Emergency Data Recovery; Laboratory Analysis; Site Protection; Archaeological Subsurface Testing; Fieldwork at Potential or Known Hazardous Waste Sites; Documentary Archival Research and Document Reproduction; Preparation of National Register of Historic Places (NRHP) nomination forms;; Integrated Cultural Resources Management Plans (ICRMP); Literature and Archival Research; Cultural Landscapes Survey, Inventory and Evaluation; HABS/HAER Documentation; GIS Mapping ; Curation Assessment/Management; Interpretive Documentation; Chemical Soil and Sediment Analysis.

Note: Firm's experience and past performance presented for a key subcontractor will not be evaluated unless a letter of commitment is provided for said subcontractor.

Proposals which demonstrate experience with Federal and State Regulations in various geographic locations covered by this solicitation and demonstrate relevant experience in the Pacific, NAVFAC area of cognizance, may be considered more favorably than those that do not.

2. The Government will evaluate the depth of the professional staff and available staffing. The resumes will be evaluated to determine the level of expertise available for the contract. The offeror's proposal should demonstrate that they possess a program management team that has proven experience relevant to the work required under this solicitation and personnel meet the minimum personnel requirements for the respective positions specified in Section C. The Offeror's personnel staff will be evaluated based on its professional qualifications (e.g. education and professional registrations) and competence for acceptable performance of the full range of environmental services required by this contract. Evaluation will be based upon whether personnel meet, exceed or significantly exceed the qualification and experience requirements outlined in Section C and that they have the requisite recent, relevant project experience.

3. The Offeror's strategy for ensuring quality of work as prescribed in Section C7.0 Quality Control as well as incorporating sustainable business practices with respect to environmental protection of property and resources. In addition, the evaluation will take into consideration the demonstrated, effective procedures to ensure timely and effective execution of task orders to minimize delays, how your firm will schedule and track the work to meet completion timeframes and how you will accommodate surges in the workload (concurrent, multiple task orders and slack periods of no task order.

(2) FACTOR 2. SMALL BUSINESS UTILIZATION

Factor 2 consists of two Subfactors, 2A, Past Performance in Utilization of Small Business Concerns, and 2B, Small Business Participation. The evaluation of Subfactors 2B is of greater importance than Subfactor 2A to the determination of Factor 2 Rating.

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

HUBZone SB Certifications: Offerors are reminded that HUBZone SB concerns must obtain formal certification from the Small Business Administration (SBA) if they expect to receive the evaluation benefits associated with the HUBZone SB programs either as a prime or subcontractor(s). For more information on the HUBZone SB certification requirements and available benefits, contact your local SBA representative. Certified HUBZone SB firms are listed on the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) website at http://web.sba.gov/pro-net/search/dsp_dsbs.cfm. It is the responsibility of the prime contractor to periodically check the DSBS as certifications are subject to change.

SUBFACTOR 2.A – PAST PERFORMANCE IN UTILIZATION OF SMALL BUSINESS CONCERNS

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

- a. Provide performance evaluation ratings (i.e., SF1420, DD2626, or equivalent) obtained on the implementation of small business subcontracting plans for all of the offeror's projects referenced under Factor 5-- Past Performance. Recently completed project evaluations are desired, however, in the absence of recently completed project evaluations, interim ratings for projects that are 80% complete may be considered. If more than five evaluation ratings are provided, only the first five will be considered. In addition, the Government may consider past performance information on other projects as made available to the Government from other sources (such as the Construction Contractor Appraisal Support Systems (CCASS)), Architect-Engineer Contract Administration Support System (ACASS) and Contractor Performance Assessment Reporting System (CPARS).
- b. Provide small business subcontracting history. Large businesses with Federal prime contracting experience shall provide final or current Subcontracting Report for Individual Contracts (SF294) or Individual Subcontracting Reports (ISR's) on prime (only) contracts submitted under Factor 5, Past Performance. If Factor 5 submitted contracts are not prime contracts, submit SF294s or ISRs for contracts of similar scope performed as the prime contractor. If goals were not met on any submitted contracts, an explanation for each unmet goal is required. Large Businesses with no documented SF294/ISR history shall submit a subcontracting history on Attachment J Small Business Past Performance. If more than five (5) reports are provided, only the first 5 reports will be considered
- c. Small Business proposers shall provide a subcontracting history on *Attachment J-13, Small Business Past Performance*.
- d. If an Offeror is utilizing past performance information of affiliates/subsidiaries/parent/LLC/LTD member companies (name is not exactly as stated on the solicitation), the proposal shall clearly demonstrate that the affiliates/subsidiaries/parent/LLC/LTD member companies will have meaningful participation of all members in the management of the subcontracting program/plan by identifying the personnel or resources from the member companies that will be dedicated to managing the plan, and an organization chart which demonstrates the reporting chain within the membership.

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

Proposals including information on any of the following additional elements may be rated higher, based on the evaluated extent to which the information addresses the basis of evaluation in paragraph (ii):

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

(ii) Basis of Evaluation:

The extent to which the proposal demonstrates the proposer's level of past performance in utilizing Small Business (SB) concerns, AbilityOne, Mentor-Protégé Agreements, and other socio-economic programs, as defined in FAR Parts 26.1 and 26.2, in subcontracting, and in meeting established Small Business subcontracting goals.

SUBFACTOR 2.B – SMALL BUSINESS PARTICIPATION

(i) Solicitation Submittal Requirements:

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

If you are a Large Business, submit *Attachment J-14 Small Business Subcontracting Plan* for this project in the format provided for this factor, to include all information required in the attachment. If you are a Small Business, submit *Attachment J-16 Subcontracting Participation Breakdown* in the format provided for this factor. All proposers: To demonstrate commitment in using small business concerns, the Small Business Subcontracting Plan or subcontracting participation breakdown may list all subcontractors by name. If the proposed Small Business Subcontracting goals do not meet the minimum NAVFAC Small Business Subcontracting Targets, include a detailed explanation describing the actions taken to arrive at that determination, along with an explanation for the goals that actually were proposed. For proposals submitted on design-build solicitations, the proposer must identify its designer/design team in its Subcontracting Plan or Small Business Participation Breakdown.

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

(ii) Basis of Evaluation:

The following will be evaluated on all proposals:

- a. The extent to which the proposal demonstrates maximum practicable participation of SBs in terms of the total value of the acquisition, including options.
- b. The extent to which the proposal demonstrates a commitment to use SB concerns that are specifically identified in the proposal, including but not limited to use of mentor protégé programs.
- c. The extent to which the proposal demonstrates SB participation in a variety of industries expected during the performance of work.

d. The realism of the proposal to meet the proposed goals.

The following will be evaluated on proposals submitted by Large Business firms:

a. The extent to which the proposal provides Small Business Subcontracting goals that meet or exceed the minimum NAVFAC Small Business Subcontracting Targets, and utilization of AbilityOne CRP organizations. Proposals that provide goals exceeding the NAVFAC Subcontracting Targets may be rated higher. The proposed goals and NAVFAC Subcontracting Targets are expressed as a percentage of total subcontracted values. The minimum NAVFAC Subcontracting Targets are as follows:

	FY2015	FY 2016	FY2017	FY2018	FY2019
SB	66.80%	66.94%	67.07%	67.20%	67.33%
SDB	17.27%	17.44%	17.62%	17.79%	17.79%
WOSB	15.30%	15.45%	15.61%	15.77%	15.93%
HUBZone	8.94%	9.03%	9.12%	9.21%	9.30%
SDVOSB	3.03%	3.06%	3.09%	3.12%	3.15%

b. The extent to which the proposer's Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract:

A copy of the blank forms to be used for offeror submission of Small Business Utilization are included as follows:

Attachment J-15 - Small Business Offeror Small Business Participation Breakdown (Submitted by Small Business)

Attachment J-16 - Base Period and Option Year Subcontracting Goal (Submitted by Small and Large Business)

Attachment J-14 - Small Business Subcontracting Plan (Submitted by Large Business)

FACTOR 3, SAFETY:

(i) Solicitation Submittal Requirements: The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.). (*See Attachment J-17 Safety Data Sheet!*)

(1) Experience Modification Rate (EMR): For the *three* previous complete calendar years 2011, 2012, 2013, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the *three* previous complete calendar years 2011, 2012, 2013, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(ii) Basis of Evaluation: The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select

and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

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

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

FACTOR 4 – SAMPLE PROJECTS

Offerors are provided with two (2) sample projects and shall describe their technical approach to completing the projects including price for each. (See *Attachment J-7 Sample Project I* and *Attachment J-8 Sample Project II*)

Submittal Requirements:

- a. A narrative describing offerors proposed technical approach to accomplishing the technical requirements of each of the two (2) sample project, including a project schedule. Demonstrate how your proposed technical approach (innovative or traditional) will reduce costs and time while meeting all regulatory and contract requirements.
- b. Staffing resources. Provide a narrative describing your proposed plan for field staffing and use of local resources. In addition, provide a detailed description of the key personnel (see Section C of the solicitation) that you propose to use and their level of experience and expertise.
- c. List assumptions for sample project (i.e. basis for level of effort /specialized services proposed, etc.)

(ii)Basis of Evaluation

The Government will evaluate the extent to which the offeror's technical approach for the sample projects demonstrates a proper understanding of the work, and a realistic approach for completion of the sample projects within a plausible timeframe.

- a. Incorporating the appropriate labor and specialized services, project staff; organization experience will be evaluated in terms of the perceived risk.

- b. Project staff organization will be evaluated based on appropriate staffing for the size of the sample project such that objectives will be met in a cost effective manner.
- c. Project scheduling and coordination of work with a logical sequencing of events towards timely completion, based on realistic and reasonable estimates of work to be performed.
- d. Methodology of operations and conducting the work, with innovative and proven work strategies that save time and cost, including project-specific sub-tasks, i.e. research; fieldwork, laboratory work, and/or analysis will be evaluated based on efficient, appropriate and applicable methods for each task.
- e. Developing appropriate project-specific plans (e.g., work plans, research designs, data recovery or monitoring plans, etc.)
- f. Identifying and conforming to applicable federal statutes, regulations, standards, and guidelines.

FACTOR 5 RELEVANT PAST PERFORMANCE:

The Offeror's past performance will be evaluated based upon historical preservation projects performed within the last five years, including recentness and relevancy of projects, general trends in performance, quality of treatment, timely completion of work, compliance with environmental regulations, reasonableness of price, satisfactory management of the project (which includes effectiveness of management), business integrity, cooperation, responsiveness and a good safety record. The Offeror's past performance will also be evaluated in terms of the perceived risk of unsuccessful performance based on general trends in negative past performance, including, but not limited to, recurring negative past performance. Identify recent projects by project title, description, location, type of contract (i.e. single-task contract, multiple-task order contract), dollar amount and a point of contact who the Government can contact to verify performance. Provide references from organizations for which the offeror conducted technical and professional archaeological and historic preservation service as they pertain to the tasks in Section C.

(i) Solicitation Submittal Requirements:

Using *Attachment J-9 Offeror's Past Performance/Experience Information*, offerors shall submit recent relevant projects for specialized area listed, but not limited to, for a combined total of up to (5) recent relevant projects. If an Offeror submits more than (5) projects for any specialized area, the Government will evaluate the first five (5) and disregard any other project information after the first (5). For projects covering multiple specialized experiences in the areas listed above, the Offeror shall clearly specify those specialized areas covered by the project. For each project referenced, the Offeror shall submit evidence of customer satisfaction in the form of CPARS ratings, letters of commendation/recommendation, awards, award fee determinations and any other form of performance recognition received within the last 5 years. Also, the Offeror shall solicit evaluations from its customers for all recent relevant projects submitted using *Attachment J-10 Past Performance Questionnaire (PPQ)*, and shall submit the completed forms with their proposal. The Offeror is directed to ensure correct phone numbers and email addresses are provided for the client point of contact. The Offeror shall provide evidence of customer satisfaction using documentation of the contracting agent and/or their representative that administered the environmental contract or from the property owner/user. When referencing a contract performed for the Federal Government, the contractor should include the contract number. An offeror shall not incorporate by reference into their proposal Past Performance Questionnaires (PPQ) previously submitted for other RFPs. However, the Government is not precluded from utilizing previously submitted PPQ information in the past performance evaluation as a source of information. In cases where the validity of the completed PPQ is questioned, the contract specialist can contact the reference for verification or additional information.

Offerors shall submit evidence of performance on projects with Government agencies and private industry in terms of successful completion of projects, quality of work, timeliness, cost controls, cooperation with the Government and effectiveness of management.

As part of its past performance submission, the Offeror shall submit a discussion of significant problems encountered and corrective actions taken. Environmental violations and their corrective actions shall also be discussed. Identify any and all contracts terminated for default and the reason for the termination (without any limitation as to time). If there were no significant performance problems and/or contracts terminated for default, please provide a statement to the effect.

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

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(ii) Basis of Evaluation:

Past performance shall be evaluated based upon general trends in customer satisfaction on recent, relevant projects completed within the last five (5) years in the following, but not limited to, Cultural Resource areas:

Archaeological Survey; Reconnaissance/Detail Recording, Archaeological Monitoring, Emergency Data Recovery; Integrated Cultural Resource Management Plans; Cultural Resource Management Overview Survey; Historical Studies/Ethnographic; Folklore and Cultural Anthropology Studies; Interpretative Programs; Architectural History Studies, Scientific Illustrations; Site Protection.

Customer satisfaction will be measured based upon successful completion of projects, quality of work, timeliness, cost controls, cooperation with the Government and effectiveness of management. Projects with Government agencies for environmental restoration sites within the NAVFAC PAC area of responsibility may be considered more relevant.

M9 ADJECTIVAL RATINGS/DESCRIPTION

The following adjectival ratings and rating definitions will be used to assign an overall rating to each technical proposal and to assign a rating for each technical factor.

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

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

- a. Strength: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- b. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.
- c. Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.
- d. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.