SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 170

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N62742-16-R-1800	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	26 May 2016	MMRPPRMASTER

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
CODE N62742	CODE N62742
NAVAL FACILITIES ENGINEERING COMMAND NAVFAC PACIFIC 258 MAKALAPA DR STE 100 PEARL HARBOR HI 96860-3134 TEL: FAX:	HAND DELIVER NAVFAC PACIFIC ENVIRONMENTAL CONTRACTS BR (ACQ32) 4262 RADFORD DR, BLDG 62 HONOLULU HI 96818-3296 TEL: FAX:

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 02:00 PM (Hour) local time 29 Jun 2016 (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	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	DEBRA H. Y. SHIROMA	(808) 474-5914	debra.shiroma@navy.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

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:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:	(Signature of Contracting Officer)	

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		1	Each		

Base Year

CPFF

Range Sustainment - CPFF

CPFF

Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Cost Plus Fixed Fee (CPFF) basis.

The guaranteed minimum of $5,000.00 for the entire contract period (including options if exercised) will be satisfied with the award for the initial task order.

FOB: Destination

FOB: Destination

PURCHASE REQUEST NUMBER: MMRPPRMASTER

MAX COST

FIXED FEE

TOTAL MAX COST + FEE

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

Base Year
FFP
Range Sustainment - FFP
FFP
Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Firm Fixed Price (FFP) basis.

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FOB: Destination

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION		UNDEFINED	Each		

Option Year 1 - CPFF

CPFF

Range Sustainment - CPFF

CPFF

Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Cost Plus Fixed Fee (CPFF) basis.

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FOB: Destination

FOB: Destination

MAX COST

FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION		UNDEFINED	Each		

Option Year 1 - FFP
FFP
Range Sustainment - FFP
FFP
Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Firm Fixed Price (FFP) basis.

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FOB: Destination

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION		UNDEFINED	Each		

Option Year 2 - CPFF

CPFF

Range Sustainment - CPFF

CPFF

Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Cost Plus Fixed Fee (CPFF) basis.

The guaranteed minimum of $5,000.00 for the entire contract period (including options if exercised) will be satisfied with the award for the initial task order.

FOB: Destination

FOB: Destination

MAX COST

FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION		UNDEFINED	Each		

Option Year 2 - FFP
FFP
Range Sustainment - FFP
FFP
Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Firm Fixed Price (FFP) basis.

The guaranteed minimum of $5,000.00 for the entire contract period (including options if exercised) will be satisfied with the award for the initial task order.

FOB: Destination

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION		UNDEFINED	Each		

Option Year 3- CPFF

CPFF

Range Sustainment - CPFF

CPFF

Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Cost Plus Fixed Fee (CPFF) basis.

The guaranteed minimum of $5,000.00 for the entire contract period (including options if exercised) will be satisfied with the award for the initial task order.

FOB: Destination

FOB: Destination

MAX COST

FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Year 3 - FFP FFP Range Sustainment - FFP FFP Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Firm Fixed Price (FFP) basis. The guaranteed minimum of $5,000.00 for the entire contract period (including options if exercised) will be satisfied with the award for the initial task order. FOB: Destination	UNDEFINED	Each		

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION		UNDEFINED	Each		

Option Year 4- CPFF

CPFF

Range Sustainment - CPFF

CPFF

Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Cost Plus Fixed Fee (CPFF) basis.

The guaranteed minimum of $5,000.00 for the entire contract period (including options if exercised) will be satisfied with the award for the initial task order.

FOB: Destination

FOB: Destination

MAX COST

FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION		UNDEFINED	Each		

Option Year 4 - FFP
FFP
Range Sustainment - FFP
FFP
Indefinite Delivery Indefinite Quantity (IDIQ) Range Sustainment - Remediation Services contract. The actual amount of work to be performed, type of task order, and the time of such performance will be determined by a Contracting Officer, who will issue written Task Orders to the contractor. The total value of all awarded contracts will not exceed $235,000,000.00 over the maximum contract term (60-months). Task orders issued under this CLIN will be on a Firm Fixed Price (FFP) basis.

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FOB: Destination

FOB: Destination

MAX
NET AMT

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION
DESCRIPTION/SPECS/WORK STATEMENT – Performance Work Statement

MUNITIONS RESPONSE ACTIONS, RANGE SUSTAINMENT; ENVIRONMENTAL COMPLIANCE AND REMEDIATION SERVICES; AND OTHER MUNITIONS RELATED SERVICES AT SITES IN CONUS AND OCONUS
12May16

1.0 OBJECTIVES

The objective of this Multiple Award Contract procurement is to conduct munitions response actions, range sustainment, other munitions and environmental related services to permit lands and waters potentially impacted by munitions to be safely used for their intended purpose. This work may occur at sites worldwide located in the lands and waters of Continental United States (CONUS) and Outside Continental United States (OCONUS), including International Operations (IOP) supporting the U.S. Navy and Marine Corps within the geographic area cognizance of the Naval Facilities Engineering Command (NAVFAC) Pacific and Atlantic. The actions may include investigations, removal actions, remedial actions, range clearance, maintenance, and refurbishment in terrestrial areas (on or beneath the land surface) or aquatic environments (marsh areas, surf zones, intertidal areas, or other under water areas.) The contractor shall perform services that include safely locating, identifying, recovering, evaluating, managing, and performing final disposition of munitions and other debris removed from the site as designated in individual contract task orders (CTOs). All work under this contract shall be in accordance with the applicable publications specified in Section 14.0. Definitions of the terminology are provided in Section 13.0.

2.0 PROJECTS/TASKS

2.1 General

The contractor shall be familiar with, understand and have prior experience (recent and relevant) executing projects within the Department of Defense (DoD) and Component (Navy, Marine Corps, etc.), regulatory processes (CERCLA/RCRA) and phases (i.e., PA, SI, RI/FS, EECA/AM, PP, DD, RD, NTCRA, TCRA, etc.) normally utilized to perform munitions response actions and program. The contractor shall be familiar with, understand and have prior experience (recent and relevant) executing projects within regulatory, DoD and Component (Navy, Marine Corps, etc.) program requirements for range sustainment programs (i.e. RCMP, RSEPA, ORC Plans, ORC, etc.) and services normally utilized to perform range maintenance and refurbishment.

The Contractor will conduct such work with a primary emphasis on assisting the Navy and Marine Corps to be in compliance with environmental laws and regulations while avoiding safety mishaps and meeting budgets and schedules. Successfully conducting this work will result in:

1) Acceptable quality assurance findings;

2) Technically sound, accurately written, and defensible documentation resulting in expedited review and comment periods;

3) Innovative approaches to effectively conducting work that results in accelerated schedules and cost savings;

4) Work approaches and safety processes that eliminate safety mishaps;

5) Team work approaches that result in seamless and uninterrupted work between the Navy, other contractors, and stakeholders; and

6) Collection/reporting of accurate data easily utilized by multiple project team entities.

Contractor shall be familiar with, understand and have prior experience (recent and relevant) in performing the specific tasks anticipated to be performed under this contract to include but not limited to those described below.

2.2 **Munitions Response Actions.**
This acquisition encourages integrated approaches for safe and cost effective munitions response actions.

The Contractor will perform this work in accordance with the Department of Defense Explosives Safety Board (DDESB), Navy, Marine Corps and other Services requirements, the Defense Environmental Restoration Program (DERP), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the National Contingency Plan (NCP), and other applicable laws and regulations.

The Contractor shall, depending upon the PWS for any individual CTO, conduct all aspects of munitions response actions, which may include but are not limited to: field surveys; site visits; anomaly identification and avoidance; preparing Explosive Safety Submissions; vegetation removal; interviews with knowledgeable persons; prepare required work plans; prepare required health and safety plans; investigation in all media types (i.e. soil, water, air etc.); prepare completion/after action reports; investigation reports; conduct site monitoring; execute removal and remedial actions; implement innovative technologies; community relations and complete final disposition of any munitions of explosive concern (MEC) and material potentially presenting an explosive hazard (MPPEH) to material documented as safe (MDAS) or material documented as an explosive hazard (MDEH) or other debris resulting from munitions response activities. The munitions response actions may be conducted in terrestrial or aquatic environments.

The Contractor shall be required to comply with the Department of Defense Advanced Geophysical Classification Accreditation Program, Office of the Assistant Secretary of Defense Memorandum (April 11, 2016) for all Advanced Classification work on Munitions Response Sites (MRSs) beginning in calendar year 2017.

Additionally, the munitions response work may involve working with other Navy support or oversight contractors during any of the phases of work and may include performing anomaly avoidance for support or oversight activities (e.g., biological surveys, site visits, etc.), hazardous/toxic wastes assessment/remediation projects, archaeological studies, flora and fauna studies, geotechnical studies, emergency response plans, public evacuation/safety plans and execution, public coordination, and other environmental and/or engineering studies). The work may involve but not be limited to disciplines in the following areas: explosive safety, hazardous/toxic wastes management, noise quality, air quality, water quality, risk assessment, occupational health, industrial hygiene, safety, and public health. The work may also be conducted at non-CERCLA sites involving construction or maintenance and subject to all applicable policy, laws and regulation.

2.3 **Hazardous, Toxic and Radiological Waste (HTRW) and Chemical Warfare Materiel (CWM)**
The contractor may be required to manage in accordance with CERCLA, NCP, or RCRA, HTRW material or non-stockpile CWM. This includes following all applicable Federal, State, and local regulations; preparing any required permits; performing surveys, assessments and investigations; performing removal or remedial actions to remove the HTRW; and writing/preparing reports and other documentation required.

2.4 **Range Sustainment Actions.**
The Contractor will perform work at operational range complexes where munitions and hazardous materials are used for training or research development testing and engineering (their intended purpose) and therefore are not regulated by non-military entities. The Contractor shall, depending upon the PWS for any individual CTO, conduct all aspects of range sustainment and provide all labor, materials, transportation, equipment, tools, supervision and management efforts required to perform range services such as range clearance, range maintenance, and range condition assessments. Range clearance shall include but not be limited to surface/subsurface clearance, vegetation removal, range processing including demilitarization, inert certification/verification, disposal, and recycling of range residue. Range maintenance shall include but not be limited to surface/subsurface clearance, target removal/replacement, Small Arms Range maintenance, facility improvements/construction, vegetation removal, repairs to existing infrastructure, and other actions necessary to meet new training requirements. Range condition assessments shall include but not be limited to performing other range sustainment related studies and

environmental activities such as pre-clearance assessments, range revitalization, and other environmental compliance activities associated with maintaining range sustainability. Range sustainment activities may include work at land based ranges; water ranges; operational areas, and other areas where military personnel train or perform research development testing and evaluation (RDT&E).

2.5 **Permit Actions.**
The contractor shall obtain the permits and licenses necessary to conduct operations including but not limited to building permits, blaster's licenses, and Department of Transportation (DOT) permits for transport of MPPEH and HTRW (including munitions and related explosives material) on public highways. All permit acquisition and requirements required specifically for performance of a CTO will be coordinated with the Government personnel.

2.6 **Explosives Management/Permit Actions.**
The prime contractor shall obtain and hold a current Bureau of Alcohol, Tobacco, Firearms and Explosives permit to purchase, transport and manage explosives for Munitions Response Sites and Operational Ranges. The contractor may be required to manage non-DoD ammunition depots.

2.7 **Other Actions.**
Work performed under this contract may include but not limited to project planning; assessments; inspections; investigations; surveys; vegetation removal; anomaly avoidance; explosive safety submissions; geophysical surveys to classify anomalies; studies, engineering evaluations; cost analyses; remedial or removal actions; remedial design; range clearance, range maintenance; non-DoD ammunition depot management; post-battlefield munitions clearance; demining operations; booby trap clearance in non-combat situations; disablement and cleanup of unconventional explosive devices; after action reports, spill response, recovery, storage, and disposal of MEC, munitions constituents (MC), HTRW, medical waste and/or contaminated media; monitoring; data management; training; permitting; public involvement; logistical; medical; construction; and security support.

During the progress of the work, the Contractor may be called upon by the Government to produce preliminary field data and information that is deemed necessary to satisfy Government needs. The Contractor shall provide in-progress data as required for regulatory compliance and shall also provide other requested information (i.e. planning, cost, alternatives, etc.) to the extent that satisfying such requests will not delay the overall schedule of the project.

The Contractor shall be prepared to support and participate in various public forums as specified by the Government. This would include, but not be restricted to, assistance in compiling presentation data and expert technical support during public information meetings, Restoration Advisory Board sessions, interagency coordination, and other activities as defined by the Government.

The Contractor shall be responsible for accuracy and validity of the data. In the event of controversy or court challenge of the report(s), the Contractor may be required to testify on behalf of the Government in support of report(s) findings.

The Contractor shall be expected to properly, appropriately, adequately, safely, and thoroughly investigate all areas and sources of information pertinent to the objective analysis of the work tasks specified in each task order with no “after-the-fact” findings, excluding those outside of the control of the Contractor. The report and execution of investigation shall be done in an objective and dispassionate manner delineating fact and opinion. Interpretation shall be presented as arguments clearly identifying assumptions, premises, biases, and logic. Hypotheses shall be identified as such. All technical terms used in the report shall be defined. Concise, but complete descriptions detailing the data, methods, conclusions, and recommendations shall be prepared and delivered based on professional judgments of recognized experts in their field of research.

All personnel conducting work on a DERP site or a hazardous/toxic waste site shall have the appropriate training, personal protection and safety course as specified by Code of Federal Regulation (CFR) 1910.20 and any other applicable requirements.

3.0 SPECIFIC ACTIONS UNDER TASK ORDERS (PROJECTS)

For each CTO under this contract the Government will provide a specific PWS describing the work required, performance metrics, schedules, and the types and numbers of submittals. The contractor shall, upon receipt of an order, supply all personnel, tools, equipment, communications, transportation, materials and supervision (except as otherwise noted) to manage and execute all specified aspects of the CTO. All CTOs will have established performance criteria. Typical activities under Task Orders to this contract may include, but are not limited to those given below and may be requested to be performed in terrestrial or aquatic environments.

3.1 **Site Visit.**

A site visit may be authorized by the Contracting Officer, or designated representative to assist in the preparation of the initial Work Plan (WP) for field activities. A Site Health and Safety Plan (SHSP) shall be prepared by the contractor and submitted to the Contracting Officer Representative (COR) and approved prior to the site visit. During the site visit, particular attention shall be directed to environmentally sensitive areas and concerns that shall be explicitly addressed in the Work Plan. Anomaly avoidance will be conducted and no intentional contact with munitions and explosives of concern can be made during the visit. The site visit team shall include a Senior Unexploded Ordinance Supervisor (SUXOS) who will be assigned to the subsequent munitions response efforts when possible. Efforts/tasks orders not involving handling of Ammunitions/Explosives (A/E) should not require SUXOS support. Note: Site visits may be performed before award to allow contractors to provide more accurate proposals/bids at their own expense.

3.2 **Work Plans.**

The contractor shall prepare and submit, for COR acceptance, a WP or a Uniform Federal Policy-Sampling and Analysis Plan (UFP-SAP) describing how the required effort will be accomplished as required by individual CTOs. The contractor may not mobilize to the site or begin working until acceptance and a Notice to Proceed has been issued. Work plans should be short and concise and task order specific.

The Contractor shall prepare, implement, and enforce for each site described in the CTO, a SHSP. The Contractor shall ensure that health and safety provisions are followed by their subcontractors, suppliers, and support personnel. The Contractor's Health and Safety Program and SHSPs shall comply with and reflect appropriate requirements of the Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the U.S. Army Corps of Engineers (USACOE) "Safety and Health Requirements Manual," EM 385-1-1, (latest edition); “Department of the Navy Environmental Restoration Program Manual," 2006 Edition”; and any other relevant Federal, State, and local regulations. Where regulations or requirements conflict, the most stringent standards will apply. The Contractor shall comply with the applicable portions of DoD 4145.26- M, “Contractors Safety Requirements for Ammunition and Explosives”, Naval Ordnance Safety and Security Activity (NOSSA) Instruction 8023.11 series “Standard Operating Procedures (SOP) development for A/E operations”, and NAVSEA OP 5, Volume 1, Seventh Revision, Change 12, "Ammunition and Explosives Ashore Safety Regulations for Handling, Storing, Production, Renovation and Shipping".

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

The Contractor shall prepare planning documents in accordance with all applicable policy and guidance. Documents may include: SOPs, WPs, SHSPs, accident prevention plans (APPs), activity hazard analysis (AHAs), SAPs, quality assurance project plans (QAPPs), field sampling plans, letter plans, operational range clearance plans, quality assurance (QA), quality assessment, and quality control (QC) plans, quality assurance surveillance plans (QASP), ESS, and other plans related to range sustainability, or closure. It may be appropriate to combine some plans depending on CTO requirements.

3.3 **Kickoff Meetings.**

A kickoff meeting may be held prior to the start of each field effort, and the notice to proceed may be given at this meeting. Contractor key personnel and Navy COR and/or contracting officer shall be present at the kickoff meeting.

3.4 **Historical Records Review.**
Conduct witness interviews, archives or other records searches and analyze historical information such as photographs, records, and documents to identify past use of a site.

3.5 **Visual Surveys or Field Reconnaissance.**
Conduct non-intrusive visual survey/field reconnaissance of area potentially containing or known to contain environmental contamination, munitions or other sensitive environmental conditions to verify or substantiate past usage of specific areas as well as presence of MPPEH, MEC or HTRW for various response, service and support activities.

3.6 **Anomaly Avoidance.**
Provide UXO support to field operations as necessary to avoid surface or subsurface MPPEH.

3.7 **Anomaly Investigation.**
Investigate surface and subsurface target anomalies to identify and determine size, composition, depth, location, condition.

3.8 **Geophysical Mapping and Classification.**
Perform analog and digital geophysical survey and classification using instruments capable of detecting, locating and classifying anomalies.

3.9 **Feasibility Study, Pilot Tests, Treatability Study.**
The contractor may conduct feasibility study, pilot test, treatability study, develop emerging innovative technology tools, techniques, methodologies, equipment, laboratory bench-scale, and field trials for evaluation of disposal techniques, or other related investigation or remedial work approaches, various responses, service conducting munitions response, services and support activities to optimize clean-up of contaminated media.

3.10 **Quality Assurance/Quality Control.**
Perform all necessary QA/QC requirements to develop QAPPs and third party QA on Navy Munitions Response Site (MRS).

3.11 **Investigation Activities.**
The contractor may conduct or support investigation activities as Remedial Investigations part of a munitions response and/or provide support to munitions or environmental investigations being conducted by other contractors or entities that require avoidance, transect evaluations, emergency disposal/removal of MEC, anomaly reacquisition, or anomaly excavation. Provide support at sites to ensure safe identification, evaluation and removal of buried UXO.

3.12 **Removal and Remedial Actions.**
The contractor shall provide the necessary personnel and equipment to locate, gain access, identify, recover, store, and if directed, apply final disposal/destruction/treatment procedures to all MPPEH, MEC, MDEH, MDAS, HTRW and CWM in both terrestrial and aquatic environments. Removal actions may be Time Critical Removal Actions (TRCA) or Non-Time Critical Removal Actions (NTRCA). The procedures used during munitions removal or remedial actions shall comply with those contained in the approved WP or UFP-SAP. A Construction Completion Report or an After Action Report shall be submitted in accordance with the work plan approved by the COR. Where appropriate the guidance documents identified in Section 14.0 will apply to the activities described in this performance work statement.

3.13 **MEC, MPPEH and debris management.**

The contractor shall furnish all necessary personnel and equipment to manage the MEC and MPPEH life cycle. MPPEH will be visually inspected by UXO personnel and documented as MDAS or as MDEH and would be processed according to accepted work plans. All recovered material be managed in accordance with DoD 4160.21-M and DoD 4160.21-M-1. NAVSEA OP 5 Volume 1, Revision 7, Change 11 or latest revision, DDESB/NOSSA/MARCORPSYSCOM or equivalent instructions; the accepted WP; approved ESS; and accepted safety plans. Other guidance or revisions to the guidance listed will be identified in the specific task order. Ultimate disposition of MEC and MPPEH will be identified in the specific task order and may include consolidated demolition; blow-in place; other treatment process; mechanical processing of range scrap; demilitarization of munitions/weapon systems/targets; off-site shipping and disposal; recycling; or other procedures. Any off-site disposition of MEC and/or MPPEH will be to an approved storage or disposal area.

3.14 **MDAS Processing.**
Conduct demilitarization of recovered materials to make them suitable for recycling or other disposal.

3.15 **Underwater Assessment/Survey.**
Conduct underwater assessment surveys, which may include: side scan sonar, magnetometer surveys, and remote/un-manned sensors, manned sensors, or visual observation or other techniques to define underwater features such as the location/identification of MEC, bathymetry, sub-bottom profiles, etc.

3.16 **Community Involvement.**
Perform community/public involvement actions to include but not limited to: restoration advisory board meeting support, public meeting support, informational factsheets, presentations, proposed plans, minutes, community restoration planning, and other stakeholder forums that facilitate public involvement; perform educational awareness training; and prepare Community Involvement Plans for various response, service and support activities. Establish, maintain and deliver Administrative and Permanent Record files for projects in formats required in the project Task Order.

3.17 **Long Term Management (LTM) and Remedial Action Operations (RAO).**
Perform LTM and RAO activities at sites to include but not limited to monitor, maintain or operating environmental treatment processes for various responses, service and support activities. These activities may include sampling and analysis of treatment process influent, effluent, and residuals; soil; ground water; or other environmental media, monitoring, surveying, maintenance, repairing, emergency spill response, annual inspections and 5-Year reviews.

3.18 **Range Maintenance.**
Provide support at active military ranges as necessary, which may include range clearance and/or refurbishment. Support may include maintenance such as revitalization of training and RDT&E ranges: Revitalization may include but is not limited to various range element repair or replacement, target repair/replacement, vegetation removal, laser hazard removal, water-related target repair/removal, construction of new targets or infrastructure, range sustainment enhancements to improve efficiency and reduce costs or other related services to support range operation and other maintenance activities. Comprehensive descriptions and specifications for this service are summarized in Appendix A and as amended by individual CTO.

3.19 **Range assessments.**
Assessments may include but are not limited to the following: site surveys, geophysical assessments, site reconnaissance, modeling, remote sensing surveys, range condition assessments, comprehensive range evaluation, range environmental vulnerability assessments, preliminary assessments, removal actions, and site inspections. Assessments may include the nature and extent of Military Expended Material, MCs, and other chemical contamination that may occur as a result of range or operational area use.

3.20 **Institutional Analysis.**
Identify and evaluate the local regulatory, demographic, and related factors that may affect, or be affected by the use and management of real property potentially containing, HTRW, MEC, MC or other munitions.

3.21 **Support Facilities.**

Install and operate support facilities (i.e., site project office, command post, decontamination facilities, roads, and utilities).

3.22 **Surveying.**
Conduct surveying and mapping as required per CTOs. All surveying and mapping requirements will be overseen by a Registered Professional Land Surveyor.

3.23 **Support to Other DoD and Federal Agencies.**
Provide munitions response assistance on an as-needed basis to other DoD and Federal Agencies, within the area of responsibility defined by this statement of work.

3.24 **Explosives Management.**
Transport, store, and manage explosives as required for munitions response activities.

3.25 **ESS.**
Develop ESS, ESSDR, AAR, no further action ESS and other explosive safety documentation as required for munitions response or munition safety in accordance with (IAW) NOSSA/DDESB requirements.

3.26 **Small Arms/Skeet Range Activities.**
Perform small arms range management (including maintenance and/or clearance) and/or closure. Services will require implementation of various best management practices designed to minimize the potential impact on human health and the environment, protect groundwater, surface water, wetlands, wildlife, prevent subsurface soil contamination, and prevent erosion. Contracted service may also require assessment and removal of lead contaminated soil (may also include other metals or media) in support of small arms range management or closure.

3.27 **Technical Project Planning.**
As requested, participate in meetings with Navy personnel, regulatory agencies, restoration advisory boards, and other stakeholders to provide technical support regarding munitions response.

3.28 **Perform Controlled Burn Activities.**
When allowed, provide management oversight, equipment and manpower to perform vegetation removal via controlled fires.

3.29 **Air Monitoring.**
Conduct on-site work area and site perimeter real-time air monitoring for protecting workers, visitors, and nearby populations.

3.30 **Groundwater Wells.**
Drilling, installation and development of groundwater monitoring wells, production wells, extraction wells, piezometers or other instrumentation.

3.31 **Landfill Liners and Covers.**
Construct, install and/or monitor temporary and permanent liners and covers for landfills.

3.32 **Water Treatment Plants/Pump and Treat.**
Construct, upgrade, maintain, and/or operate facilities to remove contaminants from groundwater or surface water.

3.33 **Construction Support.**
Provide support at construction sites to ensure safety of construction personnel to include but not limited to clearing anomalies prior to/during intrusive construction operations, visual surveillance and reconnaissance, performing demolition operations, etc.

3.34 **Construction/site restoration or range.**

Construction required as part of restoration or remedy at response site or operational range readiness, or other. May include but not limited to construct, deploy and maintain short term waste incinerators for compliance/remediation response.

3.35 **Engineering and Technical Support.**
Perform engineering, professional engineering, or technical support services such as but not limited to engineering evaluations or documents for various responses, service, design and support activities. Support may also include Geographic Information Systems (GIS), Computer-Aided Design and Drafting (CADD), electronic data management, Blast-Effects Engineering Analysis, and ancillary services such as review of cost estimating products, review of cost models, cost for environmental liability, assemblies, and other related tasks. Provide technical support which may include Technical Project Planning to staff environmental technical disciplines such as environmental chemists, analytical chemists, health physicists, industrial hygienists, environmental risk assessors, geologists, geotechnical engineers, environmental engineers, process engineers, cost engineers, project managers, explosive safety and munitions handling, and other related disciplines. Support may include but is not limited to developing guidance (e.g. checklists, example reports and correspondence etc.) conduct desk audits and onsite laboratory inspections, Prepare programmatic studies, documentation, and technical guidance in support of NAVFAC's management activities for various responses, service and support activities etc. As requested, participate in meetings with Navy personnel, regulatory agencies, restoration advisory boards, and other stakeholders to provide technical support regarding munitions response.

3.36 **Geologic and Hydrogeological Support.**
Provide geological and hydrogeological support, including but not limited to: the placement, oversight, and installation of soil/rock borings, monitoring wells and/or extraction wells; the proper development and sampling of such wells; the analysis and interpretation of collected samples; the analysis of ground water flow; borehole or trench logging and sampling for geotechnical and chemical analysis; and the oversight and logging for the abandonment of wells. Conduct hydrogeological field-testing and perform analyses and data interpretation. This may include aquifer testing by pumping or slug test methods.

3.37 **Personnel and Convoy Security.**
Provide security personnel and equipment for non-security personnel, fixed and temporary locations, and convoys, as necessary to safely and securely perform various responses, service and support activities.

3.38 **Evacuations.**
Perform necessary coordination with property owners to evacuate the public from areas within exclusion zones during various responses, service and support activities.

3.39 **Instructional Support.**
Provide instruction, training, and/or develop training materials and training aids, for various responses, services, and support activities otherwise within scope of this contract. Logistical, Medical and Engineering Management. Provide logistical (e.g., food services, lodging, transportation, and other necessary equipment and supplies), medical and other services to sustain field operations for various response, service and support activities.

3.40 **Process control.**
Process Control (Waste management to controlled final disposal) for batteries, asbestos, lead, waste oils, DFAC oils, low level radiological waste, tires, antifreeze, hydrocarbon contaminated soils, sewage sludge via standardized safe disposal practices.

3.41 **Protective Measures.**
Implement protective measures and/or sustainable range oversight to abate, prevent, minimize, stabilize, or eliminate explosive safety hazards or the release or the threat of release of MCs and their byproducts to off-range areas. Protective measures may include but are not limited to: posting signs warning of dangers associated with the range, addressing security procedures for range access and control, address requirements of safely managing UXO, implement erosion controls.

3.42 **Remote Sensing.**
Collect and/or analyze remote sensing data (e.g., aerial and satellite imagery, hyperspectral data, LIDAR, or other stand-off sensors) to determine physical characteristics and/or current and past use of a site.

3.43 **Reporting.**
Develop reports for munitions response and other activities conducted as required per CTOs.

3.44 **Risk Assessment.**
Perform quantitative and/or qualitative risk assessments and/or impact analyses and/or hazard assessment to support various response, service and support activities.

3.45 **Site Assessments.**
Conduct site verification activities that may include, but are not limited to, groundwater sampling, soil gas sampling, soil sampling, inspections, and reporting, as required for various responses, service and support activities.

3.46 **Site Closeout.**
Provide and prepare all documentation necessary to perform site closeout of a MRS.

3.47 **Site Preparation.**
Perform necessary actions such as but not limited to vegetation removal to prepare a site for follow on work.

3.48 **Site Restoration.**
Provide site restoration activities that may include, but are not limited to, backfilling of anomaly investigation holes, and planting and seeding of vegetation.

3.49 **Site Security.**
Provide site physical security (e.g., fencing or guard service) as required by each individual CTO for various response, service and support activities. At a minimum, the Contractor shall maintain all areas to minimize the risk of injury or accident. When working at BRAC or active installations, there may be additional, installation-specific, security requirements that shall be followed.

3.50 **Systematic Project Planning.**
Participate in, and/or facilitate, meetings with DoD personnel, regulatory agencies, restoration advisory boards, and other stakeholders to determine appropriate approaches to project implementation.

3.51 **Vegetation Removal or Control.**
Safely conduct vegetation removal, control or maintenance by manual cutting, mechanical cutting, control burn, herbicide control or by other means at munitions response sites, ranges or other areas of confirmed or suspected munition.

4.0 PERSONNEL REQUIREMENTS

4.1 **Review of Resumes.**
The Government reserves the right to review the resumes of contractor employees performing under the contract and to ascertain their qualifications relative to the personnel qualification requirements of the contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request and provide other additional information as required. If a college degree is specified as required, the degree must be from a U.S. accredited college or university or it must be demonstrated that the degree from a foreign university is at least equivalent to a similar degree from a U.S. accredited college or university based on recognition as such by a U.S. accredited college or university, or U.S. accredited institution or a U.S. engineering board, a U.S. Health and Safety Board, or a U.S. Board of Industrial Hygiene, or by a reputable and widely recognized credential evaluation service whose evaluations are accepted by an accredited U.S. college or university, as applicable. Unless otherwise specified, an undergraduate degree, means a diploma or other documentation of successful completion of a four year program of study at a college or university. Prior to working under this contract all key personnel and UXO

personnel, shall be approved by the Contracting Officer or designated representative. Federal employees, military or civilian, shall not be employed by the contractor in performance of any work under the contract (i.e., during off duty hours, regular hours, or while on annual leave.).

4.2 **Contractor Work Force Responsibility.**
The Contractor shall organize, furnish, maintain, supervise, and direct a work force which, within the limitation of the provisions of the contract, is thoroughly capable and qualified to effectively perform the work set forth in the contract.

4.3 **Key Personnel Substitution Requirements.**

4.3.1 Substitution Limitations.
The Contractor shall assign to this contract those key personnel whose resumes were submitted and approved by the Government. No substitutions shall be made except in accordance with this clause.

4.3.2 Conditions for Substitutions, Deletions, or Additions.
The Contractor agrees that during the first 180 days of the contract performance period, no key personnel whose resumes were provided with the technical proposal shall be substituted or deleted unless such changes are necessitated by an individual's sudden illness, death, non-performance, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer as soon as the need for replacement becomes known. Throughout the life of the contract, substitutions of all key personnel and UXO personnel shall be approved in advance by the Contracting Officer. Proposed substitutions shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. Proposed substitutions, deletions, or additions shall be submitted in writing to the Contracting Officer, at least 15 days in advance, (45 days if security clearance is to be obtained), with the following information:

(a) a detailed explanation of the circumstances necessitating proposed substitutions or additions,

(b) a complete resume for the proposed substitute or addition,

(c) for a substitution request, a qualification comparison matrix comparing the qualifications of the existing personnel with that of the one being proposed are equal or higher than, the qualification of the person to be replaced; and,

(d) any other information requested by the Contracting Officer.

The Contracting Officer will evaluate such requests and notify the Contractor in writing of approval or disapproval.

4.3.3 Key Personnel List.
The list of key personnel may be amended from time to time by contract modification to either add, delete, or substitute personnel in accordance with key personnel substitution requirements specified herein. The Contractor shall submit a list of key personnel with the technical proposal.

4.4 **Personnel Training.**
The Contractor shall have personnel with the requisite skills to perform the requirements of this contract. Therefore, the Government will not allow, nor reimburse as direct costs, those costs associated with the training of Contractor personnel in any effort to initially attain requirements of this contract. If allowable under FAR Part 31, these costs may be included as indirect costs. Attendance at workshops or symposiums is considered training for purposes of this clause.

4.5 **UXO Personnel Qualifications.**
UXO Personnel shall meet the qualification requirements for the position as described in DDESB TP-18 latest version and OP 5, Volume 1, Seventh Revision, Change 12 or latest Change (see reference sections 6.2). The contractor shall have in place a Qualification/Certification Program that meets NOSSA instruction 8023.24 series

Navy A/E handling Qualification/Certification program. The KO approval is required prior to start of intrusive operations.

4.6 **US Citizenship.**
All key personnel shall be U.S. citizens. No employee or representative of the Contractor or subcontractors will be admitted to the work site unless the employee or representative furnishes satisfactory proof of United States citizenship, or is specifically authorized admittance by the government.

4.7 **Exception to U.S. Citizenship Requirement (non-Range Sustainment services only).**
The Contractor may hire non-U.S. citizens to fill UXO personnel positions provided all of the following conditions are met:

4.7.1 Training/Certification
The Contractor shall be prohibited from hiring any worker whose training does not qualify the worker for doing the job for which he/she is hired. The Contractor shall be required to provide a certification for each non-U.S. worker hired. The certification shall include a risk-based analysis of the work or activities to be performed and shall demonstrate that the proposed worker has received adequate training and experience to qualify him/her for the specific position. Completion of EOD training in foreign nations that is comparable to the U.S. EOD training may be used to demonstrate the qualifications for proposed workers. The Contractor's certification shall be provided to the KO for approval.

4.7.2 Legal Requirements
The non-U.S. workers hired by Contractors must also meet other legal requirements for working in the U.S. or in countries where work is being performed under this Contract.

4.8 **Key Personnel and Other Personnel**
Key Personnel disciplines include but are not limited to Program Level and Project Level Key Personnel as described below.

4.8.1 Program Level Key Personnel.
The Contractor shall provide Program Level Key Personnel to perform duties of the following key positions. See Paragraph 7.10 for the duties and minimum required qualifications. The personnel performing the required duties shall meet the minimum qualifications for that key position.

Program Manager (Resume)*
Program Quality Assurance Manager (Resume)*
Program Geophysicist (Resume)*

* A resume for this labor category is required to be submitted with the contractor’s technical proposal in accordance with Section M.

4.8.2 Project Level Key Personnel.
The following personnel may be as project level key personnel in individual Task orders. See Paragraph 7.10 for duties and minimum required qualifications. The personnel performing the required duties shall meet the minimum qualifications for the key position.

Project Manager (Resume)*
Senior UXO Supervisor (Resume)*

* A resume for this labor category is required to be submitted with the contractor’s technical proposal in accordance with Section M. Those positions include: Project Manager (3 personnel/resumes), SUXOS (2 personnel/resumes).

4.8.3 Other Personnel.
The following personnel may be required for the work effort under specific Task Orders. See Paragraph 4.9 for duties and minimum required qualifications (The Government reserves the right to review resumes and

qualifications of Other Personnel any time to verify qualifications pre- or post-award and remove individuals deemed not qualified for the position).

Program Contracts Manager
Program Health and Safety Manager
Site Health and Safety Officer (SSHO)
Project QC Manager/UXOQCS
UXO Site Manager
UXO Safety Officer (UXOSO)
UXO Qualified Personnel (QP)
UXO Technician I
UXO Technician II
UXO Technician III
UXO Sweep Personnel
UXO Dive Supervisor
UXO Diver I
UXO Diver II
UXO Diver III
UXO Dive Tender
Deforester
Emergency Medical Technician – Paramedic
Program Property Manager
Transportation and Disposal Coordinator
Hazardous Materials Transportation Specialist
Project Scientist (underwater work)
Field Scientist (underwater work)
Scientist 1 (junior)
Scientist 2 (staff)
Scientist 3 (senior)
Senior Project Scientist
Project Geophysicist
Field Geophysicist
Project Chemist
GIS Manager
Engineer 1 (junior)
Engineer 2 (staff)
Engineer 3 (senior)
Surveyor
Certified Industrial Hygienist (CIH)
Certified Safety Professional (CSP)
Certified Safety Professional (CSP)
Certified Health Physicist (CHP)
Industrial Hygienist (IH)
Risk Assessor

4.9 **Key Personnel Qualifications.**

The contractor selected for this contract shall have experienced (recent and relevant) personnel to perform, or provide the services outlined above.

The Contractor shall utilize only personnel who meet or exceed the following minimum qualifications on projects that will be executed under this Contract. The KO may request the resumes of any of these personnel to verify that

they meet the minimum requirements set forth in this Section C before Task Order award. Resumes of some personnel are required to be submitted when submitting a proposal for an individual Task Order. The following personnel may be required for the work effort under specific Task Orders.

4.9.1 Program Manager.
Responsibilities and duties include: (1) overall management of this contract; (2) ensuring compliance with all applicable Federal, State, Local, DoD, and Navy/Marine Corps regulations, guidance, and policy, as well as the contract terms and conditions; (3) monitoring and controlling project costs and quality control; (4) assigning personnel consistent with contract requirements. Minimum qualifications include the following:
a. At least an undergraduate degree in engineering, a physical science, or business;
b. Ten (10) years of experience supervising and managing resources for large single award and/or multiple award task orders involving multiple UXO teams working concurrently at multiple locations (supervising and managing resources for CTOs similar to this solicitation may be considered more favorably); and
c. Professional licensing in the physical sciences and registration as a professional engineer or geologist in at least one state of the United States; or a graduate degree in the business/physical science field.

4.9.2 Program Quality Assurance Manager (QAM).
The Program QAM responsibilities and duties will include developing, implementing, maintaining, and enforcing the contract wide QA management program. For projects involving environmental sampling or analytical-related work, the QAM shall provide internal quality assurance surveillance during the implementation of the project as specified in the DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing (November 2007 or latest version). For munitions response and range sustainment- related work, the QAM's additional responsibilities will include all quality assurance surveillance related to munitions response and range sustainment.

The QAM position(s) may be held by one person, or may be divided by two individuals. Any changes to the established contract-wide QA Management Plan shall be at the direction and approval of the Program QAM, with concurrence of the KO or designated representative.

The Program QAM shall:

- Approve project-specific Data Quality Objectives (DQO) that will meet the project-specific performance standards;
- Approve the final Work Plan, SAP, MEC QAPP;
- Verify appropriateness of sampling procedures, analytical methods, and laboratory quality systems;
- Verify appropriateness of geophysical accreditation, procedures, methods and quality systems;
- Verify the selection of appropriately qualified laboratories;
- Verify the selection of appropriate geophysical classification equipment, procedures, and personnel;
- Verify UXO personnel qualifications/certifications;
- Coordinate field, laboratory, geophysical, quality assurance surveillance, per contract specifications;
- Notify the Government Program QAM of any problems or nonconformance issues;
- Direct the performance of data review, per contract specifications; and
- Monitor corrective actions.

The QAM position(s) may be held by one person, or may be divided by two individuals. Minimum qualifications include the following:

For environmental sampling and analytical-related work, the Program QAM shall have:

a. At least an undergraduate degree in a scientific or engineering discipline;
b. At least five (5) years of QA experience in managing remedial action projects;
c. Shall be certified, at a minimum, as a Certified Manager of Quality/Organizational Excellence (CMQ/OE), Certified Quality Engineer (CQE), or Certified Quality Auditor (CQA) by the American Society for Quality.

For munitions response and range sustainment- related work, the Program QAM shall have:

a. At least five (5) years experience developing and implementing munitions and explosive safety QC requirements through documented experience in projects similar to the task orders expected for the Contract (Navy/Marine Corps experience may be considered more favorably);
b. At least three (3) years experience performing UXOQC duties at ranges or MRSs; or at least five (5) years' experience overseeing the performance of UXOQC duties at ranges or MRSs;

The Program QAM shall have an open communication link to the project level personnel; however, the Program QAM shall report and be accountable to a senior officer of the prime contractor's organization.

4.9.3 Program Geophysicist.

The Contractor shall designate a Senior Geophysicist who must be with the prime contractor, who shall be responsible for geophysical survey design, dynamic data collection, cued data collection, interpretation and reporting of geophysical data, developing a verification plan, geophysical accreditation program and all aspects of quality control. This individual has overall responsibility for implementation, and management of all geophysical investigations required for the work effort related to munitions, but may not necessarily be on-site full time. This individual on site shall be the project geophysicist-of-record. The Program Geophysicist shall demonstrate having, at a minimum, the following qualifications:

a. A degree in geophysics, engineering geophysics, or closely related field.
b. At least five (5) years of experience directly related to the geophysical mapping, detection and discrimination of buried munitions, and geophysical quality control experience.
c. Experience (at least 3 projects) with the theoretical and practical aspects of detecting and selecting a wide range of targets of interest (TOI) and non-targets of interest (non-TOI). Indicate how accurate the selections of TOI were in the project.
d. Experience (at least 2 projects) in the selection and utilization of various types of geophysical instruments and ancillary components to include high-precision global positioning systems, inertial motion sensors and the software used to control and integrate the geophysical system as a whole. Indicate their effectiveness in selecting TOIs and non-TOIs.
e. Shall have at a minimum, documented experience performing subsurface advanced classification using only advanced EMI instrument survey data, to include documented experience processing and analyzing advanced EMI instrument data, and developing and performing or overseeing quality control procedures for advanced EMI data acquisition, analysis and classification processes.

4.9.4 Project Manager.

Minimum (3) three personnel. The Contractor shall execute each task under the direction of a Project Manager (PM), who shall ensure that all work is accomplished with adequate internal controls. The PM shall serve as the Contractor's single POC for the Task Order. The PM shall implement procedures to eliminate conflicts, errors, and omissions and ensure the accuracy of all output. The PM shall maintain close communication and coordination for the duration of the project, including monthly/weekly progress and cost reporting and periodic reports. The PM shall be responsible for implementing specific work under this contract. He/she shall evaluate the requirements of the contract and shall develop and implement a plan to meet those requirements. He/she shall be able to execute project management tasks that include but are not limited to: scheduling, meetings, communications, data collection, field work oversight, invoicing, proposals, estimates, budgeting and reporting. The Project Managers shall demonstrate having, at a minimum, the following qualifications:

a. At least an undergraduate degree from an accredited school in a technically related field such as geophysics, environmental engineering, environmental science, geology, hydrology, or environmental chemistry. An undergraduate degree in another field or education short of an undergraduate degree is acceptable if combined with appropriate training, certification, and at least 10 years of relevant experience as a project manager.
b. Professional registration, where applicable.

c. At least 6 years experience in general contract project management on programs similar in size and complexity to the effort described in the PWS.
d. Project management of one (1) subsurface advanced classification project using advanced EMI to include management at the field operational level may be considered more favorably.
e. Demonstrated experience (at least 3 years) in CERCLA or RCRA projects. Demonstrated work with Navy and Marine Corps instructions and guidance will be more favorable.
f. Demonstrated experience (at least 5 years) in DoD instructions pertaining to munitions and/or Explosive Safety. Demonstrated work with Navy and Marine Corps instructions and guidance will be more favorable.

4.9.5 Senior UXO Supervisors.
Minimum (2) two personnel must be with prime contractor. Responsibilities include supervising all UXO related site work. Duties include safety, scheduling and coordinating UXO operations, routine performance inspections, and submitting reports and schedules to the project manager. This individual shall meet the qualifications, and perform the functions, as described in the latest version of DDESB TP 18. Minimum qualifications include the following:

a. Three (3) years experience as a UXO technician III;
b. Three (3) years (recent) experience as a SUXOS for a munitions response project;
c. EOD/UXO certificate and year completed; and
d. Experience as a UXOQC (up to 3 years); and/or experience as a UXOSO (up to 3 years) is desired.

4.10 **Other Personnel.**

4.10.1 Program Contracts Manager.
Responsibilities include overseeing the procurement of all subcontracts and purchase orders issued under this contract. Duties include, but not limited to: working with technical representatives to develop requirements for each delivery order, planning acquisition strategy, supervising procurement specialists, preparing purchase orders and awarding subcontracts, and managing the procurement program for this multiple task order contract. The qualified individual will also serve as the primary point of contact for Navy Contract Specialists for administration of the basic contract and for the solicitation, award, and administration of contract task orders. Minimum qualifications include the following:

a. An undergraduate degree in business or an undergraduate degree in any field with 24 semester hours completed in business courses;
b. Experience with administering Cost Plus Fixed Fee (CPFF) (i.e. cost reimbursement) and Firm Fixed Price (FFP) contracts/task orders;
c. A minimum 10 years of federal contracting experience (either working with the Government or for a DoD Contractor on Government projects). At least some experience must be with a DoD agency.

4.10.2 Program Health and Safety Manager.
The Program Health and Safety Manager shall implement and oversee the corporate Health and Safety Program and to develop, implement, and sign SHSPs. Any changes to the established Health and Safety Program or SHSPs shall be at the direction and approval of the Program Health and Safety Manager. Copies of the changes must be forwarded to the KO or his/her designated representative. The Program Health and Safety Manager will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation, when required by the contract or the KO or designated representative**.** The Contractor shall designate a Program Health and Safety Manager who meet the following minimum qualifications:

a. Undergraduate degree in safety-related occupational fields such as industrial hygienist, safety engineer, fire prevention engineer, health physicist, and occupational health nurse; or graduate degree in safety-related occupational fields such as industrial hygienist, safety engineer, fire prevention engineer, health physicist, and occupational health nurse
b. At least three (3) years of experience performing safety-related duties.
c. Certified in a safety-related field such as CIH, Certified Safety Professional, etc. that is nationally recognized

d. Working knowledge of applicable Federal, State and local occupational health and safety regulations with formal education and training in occupational health and safety, and shall be knowledgeable in OSHA regulations, the most recent version of the USACE Safety and Health Requirements (EM 385-1-1), NOSA instructions, and NAVSEA OP-5, paragraph 13-15 requirements. Certification in EM-385-1-1 is desired.
e. Four (4) years of working experience in the chemical or hazardous waste disposal industry, expertise in air monitoring technologies and development of personal protective equipment programs for working in potentially toxic atmospheres.

4.10.3 UXO Site Manager.
The Site Manager is the most senior position at the operating site and is responsible to the Project Manager for the safe, efficient and effective execution of all work performed at the operating site. The UXO Site Manager reports directly to the assigned Project Manager for guidance and direction. Minimum qualifications include the following:

a. An associates or undergraduate degree; or EOD certificate with 5 years experience in munitions response projects;
b. HAZWOPER certified (current); and
c. At least three (3) years prior supervisory and/or management experience at munitions response sites.

4.10.4 Site Safety and Health Officer (SSHO)
The Contractor shall employ a minimum of one Competent Person at each project site to function as the SSHO, depending on job complexity, size and any other pertinent factors, as detailed in EM 385-1-1 Section 01.A.17. The SSHO will assist and represent the CIH in continued implementation and enforcement of the SSHOs. The SSHO shall report to the CIH in matters pertaining to site health and safety. The SSHO shall have the on-site responsibility and authority to modify and stop work**,** or remove personnel from the site if working conditions change that may affect on-site and off-site health and safety. The SSHO shall be the main contact for any on-site emergency situation. Except in an emergency, the SSHO may modify the approved SHSP only after consultation and concurrence of the CIH. The SSHO shall be First Aid and CPR qualified**.**

4.10.5 Project QC Manager/UXOQCS
The Contractor shall utilize trained, experienced Project QC Managers/UXOQCS to assist and represent the QC Program Manager in continued implementation and enforcement of the approved Project QC Plans. The Project QC Manager/UXOQCS for each Contract Task Order shall manage the site specific QC requirements in accordance with the Project QC Plan. The Project QC Manager/UXOQCS is required to attend the coordination and mutual understanding meeting, conduct QC meetings, coordinate with the project QA representative, perform the three phases of control, perform submittal review, perform submittal approval except for submittals designated for KO or designated representative approval, ensure testing is performed, and prepare QC certifications and documentation required in this contract.

In addition to managing and implementing the site specific QC program, the Project QC Manager/UXOQCS may be assigned duties on a part-time basis and also may serve as the Site Health and Safety Specialist (SSHS)/UXOSO if qualified. In such case, that person will be held responsible for the quality of work on the job and is subject to removal or reduction of QC duties by the KO or designated representative for non-compliance with quality requirements specified in the contract.

4.10.6 UXO Safety Officer (UXOSO).
Minimum (2) two personnel. This individual shall meet the qualifications, and perform the functions, as described in the latest version of DDESB TP 18. In addition to the UXOSO's safety duties, this individual will be the certifying official designating IOP ammunition as safe to ship/move/transport. To work on this contract, the UXOSO must have three (3) years experience as a UXOSO.

4.10.7 UXO Qualified Personnel (QP), UXO Technicians I, II and III, and UXO Sweep Personnel.
These individuals shall meet the qualifications, and perform the functions, as described in the latest version of DDESB TP 18.

4.10.8 UXO Dive Supervisor, UXO Divers I, II, and III, and UXO Dive Tender.
These individuals shall meet the qualifications, and perform the functions, as described in the latest versions of DDESB TP 18 and USACOE EM 385-1-1 "Section 30 Diving Operations".

4.10.9 Deforester.
Performs tasks which require mainly physical abilities and effort involving little or no specialized skills or prior work experience. The following tasks are typical of duties involved with this occupation: Loads and unloads trucks, and other conveyance; moves supplies and materials to proper location by hand, wheelbarrows and hand trucks; removes refuse; digs and tamps earth excavations; levels ground using pick, shovel, tamper, and rake; clears culverts and ditches; cuts trees and brush; operates various forms of brush cutting equipment. Qualifications for this position include: Physical requirements: must have normal visual acuity, corrective lenses are acceptable; must be capable of occasionally lifting up to 50 pounds; must be capable of operating gas operated equipment for periods of up to six (6) hours per day, e.g., chain saws, weed trimmers; must be capable of wearing Level D PPE in conjunction with all required protective helmets, gloves, safety vests, and chaps associated with operating power equipment; must be capable of wearing Level C PPE when required; must be able to work on his/her feet and traverse steep terrain for periods up to 10 hours per day; must be able to hear normal voice communication at distances of 25 feet, use of hearing aids is acceptable.

4.10.10 Emergency Medical Technician (EMT)-Paramedic.
The EMT-Paramedic administers daily care to project personnel. The EMT-Paramedic will report to the Site Manager regarding administration issues; Senior UXO Supervisor for field activities and shall have communications through the UXO Safety Officer, but the position ultimately reports to the Corporate Safety and QC Manager. This position shall meet the standards and training required to receive certifications as an EMT-Paramedic for National Registry or State Registry; Military Medic experience strongly preferred.

4.10.11 Program Property Manager.
The Contractor shall designate a Program Property Manager who shall, in conjunction with designated Government representatives, be required to maintain up-to-date Government property records and inventory all Government-Furnished Property, Government Furnished Equipment, and Contractor-Acquired Property (GFP/GFE/CAP). The Contractor's Program Property Manager shall maintain accounting documentation regarding the issuance of GFP/GFE/CAP to all Contractor employees or subcontractors IAW FAR Part 45. The Contractor's Program Property Manager shall coordinate with other Contractor property personnel, and designated Government representatives, as applicable, regarding the management and accounting of GFP/GFE/CAP. The Contractor's Property Manager shall at a minimum be a Certified Professional Property Administrator (CPPA); however a Certified Professional Property Manager (CPPM) is preferred.

4.10.12 Transportation and Disposal Coordinator
Transportation and Disposal Coordinator (TDC) shall serve as the single point of contact for all environmental regulatory matters and shall have overall responsibility for total environmental compliance at the site including, but not limited to, determination of proper shipping names; identification of marking, labeling, packaging and placarding requirements; completion of waste profiles, PCB manifests, bill of ladings, exception and discrepancy reports; and reports; and all other environmental documentation. The TDC shall have, at a minimum, one year of specialized experience in the management and transportation of hazardous waste and have been Department of Transportation certified under 49 CFR 172, Subpart H.

4.10.13 Hazardous Materials Transportation Specialist.
Hazardous Materials Transport Specialist shall serve as the point of contact for INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) Dangerous Goods Regulations (DGR), International Maritime Dangerous Goods (IMDG) Code and Department of Transportation requirements for the shipment of hazardous materials. The HMTS shall have, at a minimum, one year of specialized experience in the management and transportation of hazardous waste and have been Department of Transportation certified under 49 CFR 172, Subpart H. Training requirements may be project specific but will model training on: Air § 175.20, Vessel § 176.13 and Highway §§ 177.800,177.816, IATA and IMDG.

4.10.14 Project Scientist (underwater work).
The project scientist shall be responsible for marine survey design, data collection, interpretation and reporting of marine data, and all aspects of quality control. The project scientist shall demonstrate having, at a minimum, the following qualifications:

(1) At least an undergraduate degree in oceanography, marine science, marine engineering, physics, or closely related field or appropriate training and equivalent demonstrated proficiency with marine survey methods and concepts related to munitions response and at least 5 years of directly related marine survey experience.
(2) Experienced with the theoretical and practical aspects of detecting and selecting a wide range of TOIs and non-TOIs.
(3) Experienced in the selection and utilization of various types of physical instruments and ancillary components to include sonars, magnetometers, high-precision global positioning systems, inertial motion sensors and the software used to control and integrate the survey system as a whole into autonomous underwater vehicles, remotely operated vehicles, survey vessels, and towed platforms .
(4) Shall have, at a minimum, documented experience performing marine surveys, to include documented experience processing and analyzing marine survey instrument data, and developing and performing or overseeing quality control procedures for data acquisition, analysis and reporting processes.

4.10.15 Field Scientist (underwater work) equivalent to Scientist 1.
In addition, the field scientist(s) shall be responsible for proper operation of the marine survey systems and performing quality control during marine surveys. Field scientist(s) in addition shall demonstrate having, at a minimum, the following qualifications:

(1) One year of directly related marine survey experience;
(2) Documented or independently verifiable experience operating marine survey systems to include the physical instruments and ancillary components to include sonars, magnetometers, high-precision global positioning systems, inertial motion sensors and the software used to control and integrate the survey system as a whole into autonomous underwater vehicles, remotely operated vehicles, survey vessels, and towed platforms .

4.10.16 Scientist 1 – Junior
This individual shall have at least an undergraduate degree in the specified scientific field.

4.10.17 Scientist 2 – Staff
This individual shall have at least an undergraduate degree in the specified scientific field with at least three (3) years of experience in their area of professional expertise.

4.10.18 Scientist 3 – Senior
This individual shall have at least an undergraduate degree in the specified scientific field with at least seven (7) years of experience their area of professional expertise. In addition, at level 3, Professional Registration is required for geologists and hydrogeologists.

4.10.19 Senior Project Scientist equivalent to Scientist 3.
In addition the senior project scientist responsibilities include consulting with the program manager and senior project engineer on scientific issues related to environmental cleanup projects. Areas of specialty include geology, hydrogeology, chemistry, and/or biology. Typical duties include collecting and interpreting field data, reviewing earth science data, determining contaminant and toxicity levels, and providing field consultations as required. The qualified individual shall have an undergraduate degree in the specific scientific or engineering discipline, and have 4 years of experience working with environmental restoration/remedial projects. Certification is desirable, where available, for the senior project scientist with professional disciplines in geology, hydrology, chemistry, and/or biology.

4.10.20 Project Geophysicist – General
The project geophysicist shall be responsible for design, implementation, and management of all geophysical investigations required for this work effort. This individual shall be the project geophysicist of record. This position shall serve as the primary point-of-contact for technical coordination of project geophysical requirements. The project geophysicist shall have experience in selecting the appropriate geophysical platform; sensor and navigational technologies; geophysical data collection, analysis, and interpretation; geophysics quality control programs; and the preparation of geophysical investigation plans and reports. The Contractor must maintain records and applicable accreditation or certification documenting that the project geophysicist has demonstrated the following minimum skills:

- Geophysical instrument assembly and operation
- Continuous operation within specifications

- Dynamic operation
- Cued operation
- Quality control checks of field data (unknown targets and background)
- Background correction
- Source selection (dynamic survey only)
- Parameter extraction
- Parameter usability
- Classification
- Geophysical survey design and management
- Data usability assessment

Such documents shall be provided to the Contracting Officer if requested.

(1) Shall have at least an undergraduate degree in geophysics, geology, geological engineering, or a closely related field and meet the other experience and education requirements as stated above.
(2) At least five (5) years of experience in their area of professional expertise.
(3) Geophysicists shall have specific education, training, and experience appropriate in any geophysical investigations managed. This individual is responsible for design implementation and management of geophysical surveying but may not be on site full time. This individual shall be capable of obtaining additional geophysical accreditation that may be required.

4.10.21 Field Geophysicist.
This individual shall be responsible for proper operation of advanced geophysical EMI systems and performing quality control during advanced EMI system surveys. This individual is responsible for day-to-day operations of the site geophysical investigations. Field Geophysicist(s) shall demonstrate having, at a minimum, the following qualifications:

(1) Shall have at least an undergraduate degree in geophysics, geology, geological engineering, or a closely related field and meet the other experience and education requirements as stated above.
(2) One year of directly related UXO geophysical experience with specific education and training in any geophysical investigations managed.
(3) Documented or independently verifiable experience operating an advanced geophysical EMI system to include the geophysical instruments, high-precision global positioning systems, inertial motion sensors and the software used to control and integrate the geophysical system as a whole.

4.10.22 Project Chemist.
A project chemist shall be assigned to each project that includes environmental sampling or testing. As specified in the *DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing* (November 2007), the Contractor Project Chemist provides coordination and quality assurance surveillance of laboratory services, and shall:

a) Define project-specific Data Quality Objectives (DQO's) that will meet the project-specific performance standards.
b) Determine appropriateness of sampling and analytical methods and laboratory quality systems.
c) Oversee preparation of sampling and testing portions of the Sampling and Analysis Plan.
d) Verify laboratory qualifications and make recommendations for laboratory selection.
e) Coordinate with the laboratory during contract execution.
f) Notify the Project Quality Control Manager and Senior Scientist of any problems or nonconformance issues related to environmental sampling and testing.
g) Perform data review, per contract specifications.
h) Implement and monitor corrective actions related to environmental sampling and testing, as needed.

The Contractor Project Chemist must have at least an undergraduate degree in chemical, environmental, biological sciences, physical sciences or engineering, with at least 30 semester hours in chemistry, supplemented by course

work in mathematics through differential and integral calculus, at least 6 semester hours of physics, and at least 2 years of experience in areas of environmental sampling and analytical testing relevant to the project. An advanced degree in one of the above disciplines may be substituted for equivalent experience. As applicable to the specific project, the Project Chemist must also have knowledge of environmental analytical chemistry methodologies, remedial process chemistry, chemical fate and transport, and experience in the sampling and analysis of toxic/hazardous chemicals in environmental matrices.

4.10.23 GIS Manager.
This individual shall have a minimum of 3 years of direct experience managing computerized GIS such as Microstation, ESRI, Arc/Info, or ArcView.

4.10.24 Engineer 1– Junior
This individual shall have as a minimum an education in the specified engineering discipline.

4.10.25 Engineer 2 – Staff
This individual shall have as a minimum an education in the specified engineering discipline with at least three (3) years of experience in their area of professional expertise, and professional registration in the specified discipline.

4.10.26 Engineer 3– Senior
This individual shall have as a minimum an education in the specified engineering discipline with at least seven (7) years of experience in their area of expertise, and professional registration in the specified discipline

4.10.27 Surveyor.
The Contractor shall utilize a Surveyor for location and mapping efforts requiring this expertise. This individual shall be a licensed Land Surveyor (may be called Professional Land Surveyor (PLS) or Registered Land Surveyor (RLS) depending on the state where registered). He/she oversees the survey party and is responsible for all survey work performed under his/her direction, to include checking final field notes for clarity and accuracy and preparing plats and maps.

4.10.28 Certified Industrial Hygienist (CIH).
This individual shall have at least 3 years hazardous waste site operations experience. Board certification or eligibility shall be documented by written confirmation by the American Board of Industrial Hygiene (ABIH). Military personnel must be identified as being a qualified Industrial Hygienist by the Surgeon General and be certified by the American Board of Industrial Hygiene.

4.10.29 Certified Safety Professional (CSP).
This individual shall be certified by the Board of Certified Safety Professionals or be a Registered Professional Engineer, with at least 3 years experience in hazardous waste operations. The CSP, by virtue of his/her education, special studies, and training, shall demonstrate competence in the practice of safety and occupational health.

4.10.30 Certified Health Physicist (CHP).
This individual shall be certified by the American Board of Health Physicists with at least 3 years experience in hazardous waste operations. The CHP, by virtue of his/her education, special studies, and training, shall demonstrate competence in the practice of Health Physics.

4.10.31 Industrial Hygienist (IH).
This individual shall have at least one of the following criteria: a) a minimum of three (3) years of experience in HTRW work (if not certified by the American Board of Industrial Hygiene);b)certified by the American Board of Industrial Hygiene with a minimum of one year experience in HTRW work; or 3) former military personnel identified as being a qualified IH by their service's Surgeon General, having at least 3 years experience in HTRW work, and having demonstrated competence in the practice of Industrial Hygiene as a result of education, special studies, and training.

4.10.32 Risk Assessor.
This individual shall have at least an undergraduate degree in chemistry, biology,
or toxicology (or a closely related field) and at least 5 years of directly related environmental risk assessment experience.

4.11 **Other Personnel Matters**

4.11.1 Employees and Conflict of Interest.
The Contractor shall not employ, hire, or contract with employees of the United States Government or the Department of Defense, either military or civilian, if such employment would create a conflict of interest. Federal employees, military or civilian, shall not be employed by the Contractor in performance of any work under the contract; i.e., during off duty hours, regular hours, or while on annual leave.

4.11.2 Conduct of Personnel.
The KO, or designated representative, may require the Contractor to remove from the job site any employee working under this contract for reasons of misconduct or security violations, or found to be or suspected to be under the influence of alcohol, drugs, or any other incapacitating agent. Contractor employees shall be subject to expulsion from the premises upon determination by the KO that such action is in the best interests of the Government. Such removal from the job site or expulsion from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this contract.

4.11.3 Training Requirements.

4.11.3.1 Skills, Qualifications and Certifications

The Contractor is expected to have personnel with the requisite skills, qualifications and certifications to perform the requirements of this contract. Prior to work commencement, the Contractor shall determine which personnel require graduation and certification from an EOD school, meet DDESB TP-18 qualifications and need required Navy or DoD environmental or munitions safety and handling training, Occupational Safety and Health Act safety training in accordance with 29 CFR 1910.120 and shall ensure such personnel receive the appropriate training.

4.11.3.2 Reimbursement of Training

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

5.0 CONTRACT MANAGEMENT, DELIVERABLES AND QUALITY ASSURANCE.

5.1 **Contract.**

5.1.1 Contract Management Plan.
After contract award, the Contractor will be tasked with submittal of a Contract Management Plan for review and approval. The Contract Management Plan shall delineate the management strategy, implementation of contract management systems, and all management functions involved in supporting, monitoring, and controlling project operations. Include appropriate organization charts and describe the program management functions next to names and positions of management personnel assigned to the contract. The plan is also to provide general policy and procedural guidance for all work to be performed. Details regarding the Contract Management Plan will be discussed with the Navy following award, but generally the plan should include the following:

1) Introduction - overall purpose, scope, and objectives
2) Organization
   (a) Organizational structure
   (b) Staff assignments, including key personnel
   (c) Authority and responsibility of staff
3) Management Process
   (a) Project Manager Handbook - standard operating procedures
4) Financial Management Systems
   (a) Accounting System
   (b) Billing System Operating Procedures
   (c) Estimating System Operating Procedures
   (d) Purchasing System
   (e) Cost Accounting Standards Disclosure Statement
   (f) Compensation System

(g) Government Property Management System
(h) Project Closeout Procedures

5.1.2 Performance-Based Milestones/Objectives

The Government defines Performance Based Milestones/Objectives as the desired outcome(s) that have been defined in the Performance Work Statement in clear, simple, concise, results-oriented, measurable and legally enforceable terms. The Government defines the completion of a Performance Based Milestone/Objective as: an outcome that has been 100% completed and accepted by the approval authority under the Contract. Simply meeting the Milestone/Objective, (i.e., submittal of a document for review) is not the same as completion of the Milestone/Objective, (i.e., approval and acceptance of the document by the regulators). Only upon the completion, approval, and acceptance will the Government pay for that Milestone/Objective.

Performance objectives, acceptable standards, quality levels, assessment methods, and incentives/remedies for the basic contract are described below.

Performance Objective/Task	Acceptable Performance Standard	Quality Level	Assessment Method	Incentive/Remedy
Provide Quality Services/ Deliverables For the Basic Contract and Task Orders Awarded	Quality Services/ Deliverables are in accordance with contract PWS.	Contract Quality Control requirements, including meetings, field work, the three phases of control, sampling and testing, certifications, and documentation is executed in accordance with the Quality Control requirements in the contract PWS. No patterns of QC deficiencies found over one or more task orders for field tasks or deliverables; Issues that may adversely affect contract execution in accordance with the PWS are brought to the Government's attention within 1 business day, with recommended solutions.	COR/CTO CORs surveillance or QA assessments.	Not meeting the performance standards may result in: -Possible termination of task order or contract for continuous or uncorrected performance deficiencies, or for failure to meet identified performance and/or QA standards -No follow on task order awards -Adverse past performance reports -Increased likelihood that option period will not be exercised -Possible responsibility for corrective action at no additional cost to the Government

		Deviations from accepted contract plans are submitted to the Government and accepted prior to implementation. Corrective actions are addressed immediately upon discovery of work that is inconsistent with the PWS. 100% of all final document deliverables received are accepted within 2 submissions, unless otherwise stated in the PWS; All field work services are accepted as complete by the Government.		
Key Personnel	Resumes of Key Personnel and replacement Key Personnel demonstrate meeting or exceeding contract/TO requirements Changes in key personnel limited and in accordance with contract/TO requirements. Key personnel demonstrate ability to effectively perform	All Key Personnel have qualifications that meet contract minimum requirements. All Key Personnel are performing their roles/responsibilities as defined in the contract. Contractor submits 100% of all key personnel changes to the KO for approval at least 15 days before changes made at the Contract and/or Task Order level except where unusual circumstances such as death, serious injury or illness, or	COR/CTO COR Surveillance	Not meeting the performance standards may result in: -Termination for default if not corrected or if submittals are fraudulent -No follow on task order awards -Adverse past performance reports -Increased likelihood that option period will not be exercised

		termination for misconduct preclude such notice; No changes in key personnel made without KO approval. Key personnel are not changed more than 2 times per positon per task order throughout the life of each TO except where unusual circumstances require such changes.		

5.1.3 Program Management.
Every quarter, the contractor will submit at a minimum a summary of CTOs complete and on-going, percent complete, total value of each CTO, cumulative total of all CTOs and a brief summary of each CTOs status. The KO may request more information to include in the Quarterly Summary during a PEM.

5.2 **Task Orders.**
Task Orders issued under this Contract will contain the specific performance-based requirements and may be Firm-Fixed Price and/or Cost-Reimbursable incorporating Service Contract Act or Davis-Bacon Act wages, as applicable, depending on the type of work being performed. For each Task Order under this contract, the Government will provide a specific Scope of Work (SOW) or Performance Work Statement (PWS) describing at a minimum the work required to be performed, performance milestones, schedule requirements, types and numbers of submittals, and places for review. The Contractor shall, upon award of a Task Order, supply all personnel, tools, equipment, communications, transportation, materials and supervision (except as otherwise noted) to integrate, manage, and execute all specified aspects of the Task Order. If GFP/GFE is provided, it will be stated in the individual Task Order and will be accounted for in accordance with the approved property control plan (PCP) and any site specific addendum to the PCP. If property is acquired by the Contractor under a Cost-Reimbursable task/Task Order in the performance of the work, the Contractor acquired property (CAP) will also be accounted for in the same manner.

5.2.1 A Performance Work Statement (PWS)
A PWS for a Task Order will to every extent possible:
a. Define desired results/outcomes.
b. Define what level of performance is expected (and ensure it is meaningful, measurable and fair) and use performance standards and QASPs.
c. Provide all information known about the site(s), or where it can be located and accessed by the Contractor.
d. Define incentives and disincentives.
e. Define the terms using clear and concise language avoiding vague or broad statements.
f. It is up to the contractor for determining how to deliver or meet the desired outcome.

5.2.2 Performance-Based Milestones/Objectives
Performance objectives, acceptable standards, quality levels, assessment methods, and incentives/remedies for task orders are described below. Individual CTOs will include a performance-based statement of work that describes the performance objectives and measurable performance standards. CTOs may provide additional acceptable quality

levels, assessment methods, incentives for good performance, and remedies for poor performance beyond those described below. The government will normally perform evaluations at least on a per Task Order basis and annually at the contract level. The government will issue appraisals to support exercising subsequent option periods using AFARS 42.15. The Contractor will be allowed to provide input to specific performance metrics on a Task Order basis.

Performance Objective/Task	Acceptable Standard	Quality Level	Assessment Method	Incentive/Remedy
Provide Quality Services/ Deliverables For Task Orders Awarded	Performance in accordance with Task Order PWS or SOW and Accepted Plans	Deliverables are run through the accepted QC review process prior to submission to the Government. 100% of written plans and reports are accepted within 2 submissions. Submission of deliverables that are complete. Task orders do not have unauthorized cost overruns. Task order meets schedules in PWS barring unforeseen delays due to circumstances that could not be controlled or anticipated Submittals are compliant with the PWS/SOW, accepted plans, and federal, state, local, DoD, and other applicable requirements.	Completed work measured against scope of work, deliverable schedule, negotiated budget, and field schedule	Not meeting the performance standards may result in: - Deliverables may be rejected -Possible termination of task order or contract for continuous or uncorrected performance deficiencies, or for failure to meet identified performance and/or QA standards -No follow on task order awards -Adverse past performance reports - Increased likelihood that option period will not be exercised
Performance of Field Work	Performance in Accordance with PWS/SOW and Accepted Plans	Work is performed in accordance with PWS/SOW and accepted plans. Issues that may adversely affect project cost,	Completed field work measured against PWS/SOW, and accepted plans.	Not meeting the performance standards may result in: -Possible termination of task order or contract

		schedule, or quality are brought to the Government's attention within 1 business day, with recommended solutions. Deviations from accepted plans are submitted to the Government and accepted prior to implementation. Corrective actions are addressed immediately upon discovery of work inconsistent with PWS.		for continuous or uncorrected performance deficiencies, or for failure to meet identified performance and/or QA standards -No follow on task order awards -Adverse past performance reports - Increased likelihood that option period will not be exercised
Safety	Maintain high safety standards	Zero Class 1 Safety violations where the contractor is determined at fault. All work is performed in accordance with the safety requirements in the accepted plans.	Submission of accident reports, adverse safety inspection reports, and similar documents; safety inspections.	Not meeting the performance standards may result in: -Possible termination of task order or contract for continuous or uncorrected safety violations -No follow on task order awards -Adverse past performance reports. - Increased likelihood that option period will not be exercised
Innovative Work Approaches	Provide technical support to the Navy	Develop innovative approaches that achieve goals and result in accelerated schedules and/or cost savings	Measured against established regulations, policy, guidance, schedules, budgets, and remediation goals	Achieving these performance standards may result in: -Follow on task orders -Exemplary performance ratings

5.2.3 Additional milestones
Additional milestones (e.g. Navy and/or Marine Corps range clearance or environmental restoration program requirements), may be needed to monitor the contractor's performance and quality of services provided, will be determined on a task order by task order basis and identified clearly in the PWS for that task order.

5.2.4 Navy Contract Task Order Contracting Officer's Representative
A CTO COR will be assigned by the Ordering Officer for surveillance and monitoring of task orders issued under the contract. The CTO COR will be set forth on individual task orders.

5.2.5 Pre-proposal.
A site visit may be authorized by the KO to assist in the preparation of the Contractor's proposal. Cost for this site visit will be at the Contractor's own expense. The Government strongly encourages, but does not require, the Contractor to prepare a Health and Safety Plan to ensure extra safety precautions are taken to avoid an accident. No intrusive activities shall be conducted during the site visit.

5.2.6 Project Management.
The Contractor shall execute each task under the direction of a Project Manager (PM), meeting the qualification requirements of paragraph 7.10.6. The Contractor shall submit a Monthly Status Report for each CTO unless otherwise directed by the CTO COR. The content of the monthly status report shall be as described in Section H hereto.

5.2.7 Post Task Order Award.
A site visit may be authorized by KO to assist in the preparation of the initial Work Plan (WP) for field activities. Cost of this site visit will be covered by the task order. Contractor may be required to prepare a Health and Safety Plan and submit it to the designated CTO COR for acceptance before the site visit. No intrusive activities shall be conducted during the site visit.

5.2.8 Presentations and Meetings.
The frequency and locations of presentations and meetings will be identified in each Task Order. The contractor shall provide meeting minutes unless otherwise indicated in the specific Task Order.

5.2.9 Contract Deliverables.
Contract deliverables shall be prepared and submitted as required by individual Task Orders.

5.2.9.1 Contractor Production Report.

Production Reports are required for each day that work is performed and shall be attached to the Contractor Quality Control Report prepared for the same day (See paragraph 13.16.2). Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the performance schedule. Contractor Production Reports are to be prepared, signed, and dated by the project superintendent and shall contain the following information:

a) Date of report, report number, name of Contractor, contract number, title and location of contract, and superintendent present.
b) Weather conditions in the morning and in the afternoon including maximum and minimum temperatures.
c) A list of Contractor and subcontractor personnel on the work site, their trades, employer, work location, description of work performed, and hours worked.
d) A list of job safety actions taken and safety inspections conducted. Indicate that safety requirements have been met including the results on the following:
(1) Was a job safety meeting held? (If YES, attach a copy of the meeting minutes)
(2) Were there any lost time accidents? (If YES, attach a copy of the completed OSHA report)
(3) Was trenching, scaffold, high-voltage electrical, or high work done? (If, YES, attach a statement or checklist showing inspection performed)?
(4) Was hazardous material or waste released into the environment? (If YES, attach description of incident and proposed action).

e) A list of equipment and material received each day that is incorporated into the job.
f) A list of construction and plant equipment on the work site including the number of hours used, idle and down for repair.
g) A list of munitions response actions taken each day including a summary of the site assessments, area preparation and investigations conducted, removal actions completed, land and/or water area cleared, types and number of MPPEH and related items detected, removed, treated, held for disposal and/or disposed of, demolitions conducted, and explosives consumed. Any change in status of MPPEH or related items (e.g. moved from storage to disposal site for disposal/demolition) shall also be noted.
h) A list of equipment on the work site including the number of hours used, idle and down for repair.
i) A "Remarks" section in this report which shall contain pertinent information including directions received, problems encountered during on-site performance, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered, and a record of visitors to the work site.

5.2.10 Logs, Reports, and Record keeping.
The Contractor shall maintain all logs, reports and record keeping as required in each Task Order to include but not limited to safety inspection reports, accident/incident reports, medical certifications, training logs, monitoring results, Qual/Cert records, QC records, etc. The Contractor shall maintain all exposure and medical monitoring records in accordance with OSHA Standard 29 CFR 1910 and 1926. The contractor shall maintain all A/E records in accordance with Navy requirements (NOSSA) and also DoD requirements and NAVFAC requirements. The contractor, during field work, will prepare and submit Daily Production Reports that provide details on each day's activities.

5.2.11 Telephone Conversations/Correspondence Records/Meeting Minutes.
The Contractor shall keep a record of each phone conversation, written correspondence concerning the individual Task Order and meeting minutes. A copy of these records shall be attached to the Project Status Report.

5.3 **Quality Assurance Program.**
According to the Inspection of Services clause (FAR 52.246-4 and or FAR 52.246-5), the Government will evaluate the Contractor's performance under this contract. For those task listed on 5.1.2 and 5.2.2 Performance-Based Milestones/Objectives, the COR or Navy CTO COR will follow the methods of surveillance specified in the Contract. Government personnel will record all surveillance observations. When an observation indicated defective performance, the COR will require the contract manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgement that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the Inspection of Services clauses) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the KO as a result of surveillance will be in accordance with the terms of this contract.

5.4 **Performance Evaluation Meetings.**
The KO may require the contract manager to meet with the KO, contract administrator, COR and other Government personnel as deemed necessary. The Contractor may request a meeting with the KO when he or she believes such a meeting is necessary. Written minutes of any such meetings must be recorded in the contract administration file and signed by the contract manager and the KO or contract administrator. If the Contractor does not concur with any portion of the minutes, such nonoccurrence must be provided in writing to the KO within 15 calendar days following receipt of the minutes.

5.5 **Quality Management.**
The Contractor is responsible for the control of product quality and for offering to the Government for acceptance only those products/services that conform to the contractual requirements. All electronic and hard copy plans/reports/documents shall go through a QC process before submission to the government (includes all drafts and finals). Site specific quality control plans shall be prepared and approved as described in the specific Task Order.

5.6 **Review Comments.**

Various reviewers shall have the opportunity to review submittals made by the Contractor. The Contractor shall review all comments received and evaluate their appropriateness based upon their merit and the requirements of the individual Task Order. The Contractor shall provide written responses to all comments and incorporate comments as appropriate. The Contractor shall not non-concur with a comment without discussing with the Government and/or comment maker. Subsequent document submittals shall be provided in redline-strikeout text to facilitate comment back checking unless otherwise directed by the KO or PM. If using page and line numbers to track comments, then the contractor will update the page and line numbers after addressing the comments to reflect the new location of the comment in the revision.

5.7 **Government Furnished Property and Services.**

In accordance with the "Government Property (Fixed-Price Contracts)" and the "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" clauses, the Government may provide certain materials for exclusive use by the Contractor as deemed appropriate for the Contractor to perform the requirements of each task order. The Government makes no representation that the materials furnished by the Government are completely sufficient to accomplish the requirements of a particular task order. Government materials necessary for the performance of requirements of a task order which have not been previously delivered to the Contractor will be provided when a task order is issued. The Contractor shall check the items furnished for adequacy and accuracy prior to utilization. The Contractor is not authorized to distribute Government-supplied materials without the express approval of the Contracting Officer.

5.7.1 Completion/Termination of Contract

Upon completion or termination of the contract, all Government owned property shall be returned to the Government in the same condition as received, except for normal wear and tear. The Contractor shall be responsible for the cost of any repairs or replacement caused by the negligence or abuse by the Contractor, Contractor employees, or subcontractors.

5.7.2 Property.

The Contractor shall not use property provided by the Government for any purpose other than in the performance of this contract.

5.7.3 Joint Inventory for Government Furnished Property Provided Under Task Orders.

Prior to start of a task order, the losing and gaining Contractors, in conjunction with the KO or designated representative and other Government personnel deemed necessary, shall jointly inventory the property to be furnished to the gaining Contractor, to determine the exact condition and serviceability of Government furnished property. Upon completion of the inventory, the gaining Contractor shall then certify the findings of this inventory, assume accounting responsibility, and shall take over the property on a hand receipt from the Contract Administrator. The contractor shall control and maintain all property receipted as required by this contract. Physical shortages and detailed circumstances relative to loss and/or extensive damage will be documented at the time of the inventory to provide the appropriate adjustment of records. Inventory procedures for property accountability will be in accordance with FARs 710-2 and 735-5, the FAR and all other applicable regulations and publications.

5.7.4 Administration of Government Furnished Property.

Administration of Government furnished property will be carried out as directed in the specific Task Order.

5.8 **Files.**

The Contractor shall maintain complete and accurate files of documentation, records, and reports required under the terms of the contract. The Contractor shall not allow access to the files by any Government agency, non-Government agency, or individual unless specifically authorized by the KO or designated representative. Files shall be made available to the KO or designated representative upon request. All files are the property of the Government and shall be turned over to the KO or designated representative at the completion or termination of this contract. All briefings, reports, and other files produced by the Contractor for the Government under the terms of this contract shall be property of the Government and contain appropriate non-disclosure statement(s).

6.0 GENERAL REQUIREMENTS FOR CONTRACT TASK ORDERS

6.1 Contract Task Order Basic Requirements

6.1.1 Project Information.
The type of project information the Government will provide to the Contractor depends on the specific contract task order. The information may include but not limited to drawings, munitions information and classification maps, specifications, reports, reference drawings, and boring logs.

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

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

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

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

6.2 Specifications and Standards.

The specifications and standards referenced in the specifications, including addenda, amendments, and errata, shall govern where references thereto are made. In case of differences between the general specifications or standards and the project specification or accompanying drawings, the project specifications and accompanying drawings shall govern. Otherwise, the referenced specifications and standards shall apply. The requirement for packaging, packing, marking, and preparing for shipment or delivery included in the referenced specifications apply only to materials and equipment furnished directly to the Government and not to materials and equipment furnished, and installed by the Contractor.

6.3 Optional Requirements.

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

6.4 As-Built Records.

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

6.5 Region/Installation Instructions/Regulations.

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

6.6 **Scheduling.**

Schedule work to cause the least amount of interference with station, range, and training/testing operations. Work schedules shall be subject to the approval of the KO or designated representative, and the range manager. For work on operational ranges the Government will determine range availability and the contractor will be responsible for scheduling work to comply with range availability. Permission to interrupt any station roads, railroads, or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. Certain installations will restrict interruption of utility services as well as general station operations. Contract Task Orders will specify restrictions when applicable, and specify when the work shall commence and be completed.

6.7 **Lay Out Of Work.**

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

6.8 **Existing Work**

6.8.1 Protection.

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

6.8.2 Replacement.

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

6.8.3 Location of Underground Utilities.

Verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated, traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. Scan the project site with electromagnetic or magnetic equipment and mark the surface of the ground where existing underground utilities are discovered. Contractor shall identify and be responsible for obtaining from the Installation or location, specific dig-permits as required by individual Commands for any intrusive work.

6.9 **Facilities and Services.**

The availability of facilities and services, for example, temporary buildings, field offices, and need for project signs, will be specified in contract task orders.

6.10 **Restrictions on Equipment.**

Certain installations requiring range sustainment work under the contract may have sensitive areas and therefore may enforce radio transmitter restrictions and may require electromagnetic interference suppression on Contractor's equipment. Contract Task Orders will specify restrictions, when applicable.

6.11 **Sanitation.**

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

6.12 **Security Requirements.**

6.12.1 Passes and Badges
a. Application for and use of badges will be as directed. The Contractor shall comply with security requirements 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, badges, passes, and vehicle passes.

b. Commander, Navy Installations Command (CNIC) BASE ACCESS.
For installations participating in the Navy Commercial Access Control System (NCACS) obtain access by participating in NCACS or by obtaining passes each day from a Visitor Control Center. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Visitor Control Center, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at: http://www.uscis.gov/portal/site/uscis by searching or selecting Employment Verification (Form I-9). Immediately report instances of lost or stolen badges to the Contracting Officer.

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

If your company has been approved for enrollment and paid the enrollment fee, employees who need access to a covered base may register at a self-service registration station. All prime contractors are responsible for their sub-contractors enrolling in the NCACS Program.

2. One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses not to participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS. Contact the appropriate Installation Base Visitor Control Center for more information and latest forms to use.
3. Additional clearances or passes may be required for access to secure or restricted areas within an installation.
c. 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 may, in some locations, issue badges without charge, however, at NCACS participating installations, while those who choose not to participate in the program may request a traditional pass, only one-day passes will be issued at the Pass and Identification (PID) Offices. Each employee shall wear any Government issued badge or NCACS credential over the front of the outer clothing. When an employee leaves the Contractor's service, any pass, credential, or badge

shall be returned within five (5) days**.** Passes, credentials, and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "IDENTIFICATION OF CONTRACTOR EMPLOYEES" paragraph.

d. In order to be admitted to some work sites, employees and representatives of the Contractor may be required to be United States citizens. Legal aliens are allowed on most worksites outside of operational ranges and maneuver areas or other restricted or controlled access areas, however, clearance for aliens may require approximately 20 work days for approval. No employee of a Contractor, if an alien, will be admitted to a work site in the United States, without satisfactory proof of legal residence in the United States.

e. Unless otherwise specified in the CTO, for installations/areas within the United States, not participating in NCACS, or if traditional passes will be sought at a NCACS installation, submit the personnel list for approval at least 15 days prior to the desired date of entry with the following information:

Name
Date and Place of Birth
Citizenship
Home Address
Social Security Number
Current Pass Expiration Date (if applicable)
Naturalization or Alien Registration Number (if applicable)

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 a vehicle pass request for approval at least 15 days prior to the desired date of entry with the following information:

Make of Vehicle
Year and Type of Vehicle
License Number
Owner of Vehicle

f. For installations/sites outside the United States and its territories, submit personnel and vehicle pass requests as specified in the CTO or, if not specified, as required by applicable installation policy and regulation.

g. 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.”

6.12.2 Identification of Contractor Employees

a. The Contractor shall be responsible for the supervision and direct control of all contractor personnel. 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. All contractor/subcontractor employees working under this contract shall be identified as an employee of Contractor/Subcontractor 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.

6.12.3 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.

6.12.4 Site Security Requirements.
a. The Contractor and its subcontractor shall comply with all security requirements specified in each task order as well as all activity security requirements. Upon request, the Contractor shall submit the name and address of all personnel hired for work on this contract, and questionnaires and other forms as may be required for security clearances.

b. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the possibility of a breach of the activity's security or interrupt the continuity of its operations.

c. Disclosure of information to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees, to criminal liability under 18 U.S.C. Sections 793 and 798.

d. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information, will be directed to the activity Commanding Officer.

e. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

f. Whenever facility security is breached by any work performed under this contract, the Contractor shall be responsible for providing temporary measures in order to ensure security is maintained.

g Provide site security such as fencing or guard service as required by each Contract Task Order. However, at a minimum, maintain the site and other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others (such as illegal immigrants or illegal scrap collectors) who may be in the area. Carefully mark work on or near roadways with lights and barricades complying with State and local regulations; or where such regulations are not applicable, provide adequate lights and barricades to minimize the risk of an accident. Fence open excavations that pose a danger to site personnel or others to prevent accidental entry. Shore side slopes of excavations or leave at a safe angle of repose. Equipment, when not in operation, shall be left in a safe manner (e.g., wheels blocked, buckets on the ground, and in an area under the responsibility of the Contractor). Near residential areas where there may be children, special consideration shall be given to site security and safety needs. Work on Operational Range Clearance projects will likely be limited to daylight hours. All safety requirements shall be in accordance with EM-385-1-1.

6.12.5 Photography permits.
Information regarding requests for photography permits will be specified in Contract Task Orders. Prior to taking photos on the project site, obtain a photography permit for each individual Contract Task Order from the Contracting Officer or designated representative. Prior to use of any photography in documents or presentations, security screen and approval for public release shall be obtained.

6.12.6 Contractor and Subcontractor Personnel List.
Provide to the KO or designated representative, a list of Contractor and/or subcontractor personnel (including addresses and telephone numbers) for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists. The Contractor shall post a list of the subcontractors at the project site.

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

6.14 **Emergency Response**

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

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

6.14.2 Response.
The Contractor shall respond to an emergency response requirement as quickly as physically possible, administration matters will take second priority and will be handled concurrently or after the situation is in progress or has been resolved, ensuring that the response is not slowed down. Emergency actions will only be directed by the KO. A generic Emergency Response Plan will be developed by the contractor for procedures during and after hours. This shall be submitted within 30 days after contract award.

6.15 **Contractor Licensing Requirements For Work Outside the United States.**

CONTRACTOR LICENSING REQUIREMENTS FOR WORK OUTSIDE THE UNITED STATES: Task Orders under this contract may be awarded and performed outside the United States and its Territories. Projects may require services in countries that impose restrictions or prohibitions on the use of non-national labor and/or businesses and may require the development of partnerships, joint ventures, or other arrangements with local businesses. Contractors must be duly authorized to operate and conduct business in any host country and must fully comply with all laws, decrees, labor standards, and regulations of the host country during the performance of the contract. The United States may have Status of Forces Agreements (SOFAs) with some countries and those agreements must be complied with. Unless explicitly provided in the RFP for the relevant task order, the U.S. Government will not offer “United States Official Contractor,” “Technical Representative,” or similar status under any SOFA; nor will the U.S. Government certify any employees of a contractor as “Members of the Civilian Component” under a SOFA. Offerors are expected to familiarize themselves with the laws of host nations whether or not the United States Government provides notice of the existence of such requirements.

7.0 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION

7.1 **General.**
The requirements stated herein provide general protection of natural resources and the environment during execution of Contract Task Order work. The Contractor shall comply with all Federal, State, local, and base environmental laws and regulations including, but not limited to, pertinent overseas environmental governing standards, Occupational Safety and Health Administration and Department of Transportation requirements; National Environmental Policy Act; Clean Water Act; Clean Air Act; Endangered Species Act; Coastal Zone Management

Act, Marine Mammal Protection Act, Magnuson Stevens Act, Safe Drinking Water Act; Toxic Substance Control Act; Military Munitions Rule; permits; Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Act; and Comprehensive Environmental Response, Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act; and Emergency Planning and Community Right-to-Know Act of 1986. The Contractor shall ensure that activities performed by their personnel, subcontractors, and suppliers are executed as required by these laws and regulations.

7.2 **Submittals.**

For each Contract Task Order, provide the following submittals to the CTO COR, as specified:

a. Environmental Protection Plan
b. Environmental Conditions Report
c. Hazardous Waste Management Plan
d. Emergency and Hazardous Chemical Inventory Forms
e. Toxic Chemical Release Report

7.3 **Environmental Protection Requirements.**

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

7.3.1 Environmental Protection Plan.

For each Contract Task Order as specified, meet with the CTO COR to discuss the proposed environmental protection plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken, as applicable.

7.3.2 Environmental Conditions Report.

For each Contract Task Order as specified, perform a survey of the project site with the CTO COR prior to starting work. Take photographs where possible showing existing environmental conditions in and adjacent to the site, as applicable.

7.4 **Protection of Natural Resources.**

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine activities to within the limits of the work specified in the Contract Task Order. Coordinate with appropriate natural resource points of contact prior to performing any work.

7.4.1 Temporary Construction.

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

7.4.2 Stream Crossings.

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

7.4.3 Fish and Wildlife Resources.

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

7.4.4 Wetland Areas.

The Contractor shall not disturb any wetland areas unless authorized.

7.4.5 Land Resources. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the KO or designated representative's approval. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorage unless approved by the KO or designated representative.

7.4.6 Protection. Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by Contractor operations. Remove displaced rocks from uncleared areas. The Contractor, upon KO or designated representative's approval, shall remove trees with 30 percent or more of their root systems destroyed.

7.4.7 Replacement. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain KO or designated representative's approval before replacement.

7.5 **Historical and Archaeological Resources.**
Carefully preserve and report immediately to the KO or designated representative historical or archaeological items, or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the KO or designated representative to resume work. Protect monuments, markers, and works of art. Historic property protection services shall be conducted in accordance with the National Historic Preservation Act of 1996 (as amended), and professional archaeological standards and practices. Coordinate with appropriate natural resource points of contact prior to performing any work.

7.5.1 Definitions.

“Historic Preservation”, for the purposes of this contract, includes identification, evaluation, recordation, documentation, curation, protection, management, and/or stabilization of historic properties.

“Historic Property” means any prehistoric or historic district, site, building, structure, object, or Traditional Cultural Property included in, or eligible for inclusion in, the National Register of Historic Places.

“Traditional Cultural Property” is, generally, a property that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that: (a) are rooted in that community’s history, and (b) are important in maintaining the continuing cultural identity of the community.

7.5.2 General Requirements

7.5.2.1 Historic Preservation Services. Historic preservation services shall be provided as specified in each Contract Task Order.

7.5.2.2 Research Design. As specified in each Contract Task Order, the Contractor shall provide a Research Design in accordance with the Secretary of the Interior’s Standards and Guidelines for Archaeological Documentation (48 FR 44716), prior to on site activities.

7.5.2.3 Special Protection Tasks for UXO Detonations. The Contractor shall, in accordance with applicable plans and SOPs, conduct field work tasks in addition to those listed above to preclude or minimize adverse effects to historic properties from planned explosive events. These tasks may include construction, transportation, placement, and subsequent removal of physical barriers (protective works); the recording of historic properties data before, during and after detonations; and site restoration.

7.5.2.4 The Contractor shall evaluate and document the effect or absence of effect on each historic property potentially affected by the explosive event. Evaluations of effect and adverse effect shall be based upon the ACHP Criteria of Effect and Adverse Effect (36 CFR Part 800.9). Documentation shall be sufficient to support the evaluation results.

7.5.2.5 The Treatment of Human Remains and Associated Objects. In the event of the inadvertent discovery of known of suspected human remains and/or associated objects, the Contractor shall stop work in the immediate area, protect the discovery from imminent harm, and immediately notify the Contracting Officer or designated representative. The Contractor shall use the services of personnel trained in the field identification of human

remains to confirm the discovery. Work in the areas shall be suspended until the Contractor receives written notification to proceed from the Contracting Officer or designated representative. Treatment of known or confirmed human remains will be determined by the Navy on a case by case basis, but may require the Contractor to perform site stabilization, data collection, or data recovery.

7.5.2.6 Historic Preservation Progress Reports. As specified in each Contract Task Order, the Contractor shall prepare and submit monthly, quarterly and annual progress reports on the historic preservation work performed.

7.6 Erosion and Sediment Control Measures

7.6.1 Burnoff.
Burnoff of the ground cover is not permitted unless approved by the Contracting Officer or designated representative.

7.6.2 Borrow Pit Areas.
Manage and control borrow pit areas to prevent sediment from entering nearby streams or lakes. Restore areas, including those outside the borrow pit, disturbed by borrow and haul operations. Restoration includes grading, replacement of topsoil, and establishment of a permanent vegetative cover. Uniformly grade side slopes of borrow pit to no more than a slope of 1 part vertical to 2 parts horizontal. Uniformly grade the bottom of the borrow pits to provide a flat bottom and drain by outfall ditches or other suitable means. Stockpile topsoil removed during the borrow pit operation, and use as part of restoring the borrow pit area.

7.6.3 Protection of Erodible Soils.
Immediately finish the earthwork brought to a final grade, as indicated or specified in Contract Task Orders. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.

7.6.4 Temporary Protection of Erodible Soils.
Use the following methods to prevent erosion and control sedimentation:

a) Mechanical Retardation and Control of Run-Off. Mechanically retard and control the rate of run-off from the site. This method includes building of diversion ditches, benches, and berms to retard and divert run-off to protected drainage courses.

b) Vegetation and Mulch. Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect lopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control

7.7 Control and Disposal of Solid and Sanitary Wastes.

Collect solid wastes and place in containers, which are regularly emptied at intervals to prevent the attraction of rodents or disease vectors. Do not prepare, cook, or dispose of food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. Upon completion of work, leave the areas clean. Control and dispose of waste. Properly dispose of rubbish, debris, garbage, and sewage according to procedures and requirements specified in the Contract Task Order. The Contractor is required to utilize only permitted disposal facilities. When requested, provide permit ID#, facility address, and POC.

7.8 Control and Disposal of Hazardous Material, Hazardous Waste, And Recycled Waste

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

7.8.2 Hazardous Waste Management Plan.
For each Contract Task Order, develop a site specific Hazardous Waste Plan. Include an estimate the types and quantities of hazardous waste or hazardous materials that will be generated from site work that will require

transportation and disposal off the project site. Indicate how and when these wastes will be packaged, stored on-site, transported and disposed.

7.8.3 Hazardous Material and Waste Storage.
Store hazardous material and waste in containers in accordance with all Federal, State, local and applicable station requirements. All hazardous material coming on site must have an material safety data sheets (MSDS) (OSHA 174 or equivalent).

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

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

7.8.6 Waste Manifests.
Original waste manifests shall be forwarded to the KO or designated representative.

7.8.7 Emergency and Hazardous Chemical Inventory Forms.
The Contractor shall maintain an inventory of all hazardous materials brought to, or generated at the project site. The purpose of the inventory is for the Navy to comply with the Emergency Planning and Community Right-to-Know Act (EPCRA). Hazardous materials include hazardous chemicals, toxic chemicals, hazardous substances, and extremely hazardous substances. The inventory form and frequency of submittal shall be as approved by the KO or designated representative. The hazardous material inventory shall include the following information: material name (trade and chemical), material CAS #, material classification(s), reportable quantity if applicable, threshold planning quantity if applicable, maximum quantity/volume maintained on the project, average daily quantity used on the project, and total quantity used on the project.

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

7.8.9 DoD Form 1348-1A.
All MPPEH that has been documented as MDAS or MDEH and, if applicable, has been properly demilitarized must have a DoD Form 1348-1A filled out before shipping off-site. The contractor's SUXOS must sign DoD Form 1348-1A and an independent third party, contractor-employed/government-employed UXO QA Technician will verify and countersign the form as well as the chain-of-custody.

7.9 **Dust Control.**
Keep dust down at all times, including during non-working periods. Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming shall not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing shall be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting shall be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster. See individual CTO for restrictions.

7.10 **Noise.**
Make the maximum use of low-noise emission products as certified by the Environmental Protection Agency (EPA). Noise control requirements may be waived in impact areas. Blasting or using explosives shall not be permitted without written permission from the KO or designated representative, and then only during the designated

times specified in the CTO. See individual CTO for restrictions. Underwater noise control requirements shall be specified in individual Task Orders where applicable.

7.11 **Permits.**
The Contractor shall obtain all administrative and substantive permits, licenses, and certificates that are required in the process of executing the scope of work outlined in the CTOs. Permits including, but not necessarily limited to, environmental permits, building permits, licenses to purchase explosives, and DOT permits for transport of MEC, MC, and HTRW on public highways. The Contractor shall comply with all applicable Federal, State, and local laws and regulations, when transporting MEC and/or MPPEH. The contractor is responsible for identifying and complying with the permits/licenses/etc. required by current laws, regulations and station requirements.

7.12 **HTRW.**
Work performed at HTRW locations will follow the appropriate regulatory process for the site being addressed (i.e., CERCLA, RCRA, Clean Water Act, etc.). If disposal is required per the CTO, the Contractor shall ensure that all hazardous waste is properly transported to and disposed of at a permitted Treatment Storage and Disposal Facility in compliance with all applicable International, Federal, State, and local requirements.

7.13 **Asbestos.**
No asbestos containing materials shall be used by the contractor in performing the services required on the contract task orders issued under this contract. For the purposes of this requirement, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, termolite, anthophylite, and actionlite.

8.0 HEALTH AND SAFETY

8.1 **Description.**
This part describes in general terms, the minimum Contractor health and safety requirements associated with the contract. The Contractor shall prepare, implement, and enforce for each site described in contract task orders, a SHSP. The Contractor shall ensure that their subcontractors, suppliers, and support personnel follow health and safety provisions.

8.2 **Regulations.**
The Contractor's Health and Safety Program and SHSPs shall comply with and reflect appropriate requirements of the OSHA, specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the USA COE "Safety and Health Requirements Manual," EM-385-1-1, September 2008 or latest edition; "Navy Installation Restoration Manual," Aug 2006 Edition or latest revision; DoD 4145.26 DoD Contractor safety requirements for ammo and explosives latest revision; NAVSEA OP5 Vol. 1 Rev. 7 or latest revision; Unified Facilities Guide Specifications (UFGS) 01 35 29- Safety and Occupational Health Requirements; UFGS 01 35 29.13 - Health, Safety, and Emergency Response Procedures For Contaminated and any other relevant Federal, State, and local regulations. The Government reserves the right to stop work under this contract for any violations at no additional cost to the Government. The Government will verify that the Contractor has implemented corrective action before allowing continued performance under the contract.

8.3 **Implementation**

8.3.1 Corporate Health and Safety Plan.
After contract award, the Contractor will be tasked to submit a current Corporate Health and Safety Plan to the KO for review by the Government for use as the Health and Safety Program Plan. Any additions or revisions required as a result of this review shall be made by the Contractor.

8.3.2 Site Health and Safety Plan.
For each Contract Task Order, prepare a written project-specific SHSP that complies with the respective Contract Task Order (If appropriate the Navy will allow use of corporate plan amended for site specific conditions). As a minimum, the SHSP may contain the following elements:

a) Site description and contaminant characteristics.
b) Health and safety hazard assessment for each site task and operation.
c) Name of the CIH and Site Health & Safety Specialist.
d) Health and Safety staff organization and responsibilities, including name and telephone number of each responsible person.
e) Site specific training, i.e., beyond the initial training.
f) Site-specific medical surveillance parameters to include the drug testing policy and program.
g) Personnel protective equipment (PPE) to be used, limitations, inspection procedures, and establishment of action levels for upgrades and downgrades of PPE.
h) Frequency and types of monitoring and sampling, plans, techniques, and instrumentation, including air (on-site and perimeter), heat and cold and stress, noise, and chain of custody for samples.
i) Health and Safety work precautions and procedures; including MSDS, pre-entry briefings and subcontractor control.
j) Site control measures.
k) Personnel hygiene and decontamination facilities and procedure.
l) Equipment decontamination facilities and procedures.
m) On-site first aid and emergency procedures and equipment.
n) Emergency response plan and contingency procedures (on-site and off-site).
o) Logs, reports, and record keeping.
p) On-site work plans.
q) Communication procedures.
r) Spill containment procedures.
s) Work in Confined Spaces. Confined space procedures, including the following requirements:

1) Confined spaces include but are not limited to, storage tanks, process vessels, pots, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines. The Contractor shall comply with the requirements in Section 34 Confined Space of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used.
2) Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 34 Confined Space of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
3) Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
4) Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
5) Qualified Person. Safety requirements for entry into confined spaces shall be determined by a qualified person. The qualified person making these determinations shall be designated by the Contractor, in writing, as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. The qualified person shall be capable of specifying necessary control and protective action to ensure worker safety. Where requirements involve hot work on existing fuel storage or fuel distribution systems, a National Fire Protection Association (NFPA) certified marine chemist shall provide a Safe For Hot Work certification in accordance with NFPA 306, Control of Gas Hazards on Vessels.

8.3.3 Acceptance of SHSP.

A copy of the Contractor’s SHSP shall be delivered to the ordering officer or his/her designated representative prior to start of field activities on each contract task order. Acceptance of the Contractor's SHSP, associated APP, and applicable AHA are required prior to start of field activities on each contract task order. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the approved plan shall be implemented without written concurrence by the KO or designated representative. The Government reserves the right to require the Contractor to make changes in their SHSP and operations as necessary to ensure the health and safety of persons on or near the site.

8.3.4 Medical Surveillance.
All personnel performing onsite activities shall participate in an ongoing medical surveillance program meeting the requirements of 29 CFR 1910.120.

8.3.5 Personal Protective Equipment.
A written PPE program is required IAW 29CFR1910.120 (g) (5), 29 CFR 1926.65(g)(5); as well as the respiratory protection requirements of 29 CFR 1910.134 and EM 385-1-1. When working with radioactive material, the respiratory protection requirements of 10 CFR 20 must be met. All employees working within a radiological restricted area shall receive appropriate dosimetry monitoring for radiation exposure in accordance with EM 385-1-1.

8.3.5.1 Protective Equipment for Government Visitors.

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

8.3.6 Chemical Warfare Materiel.
During conventional MEC or other munitions related operations, if the Contractor identifies or suspects an unknown liquid filled munition, the Contractor shall immediately withdraw upwind from the work area and contact the responsible KO and the appropriate point of contact in their Work Plan (WP)/Accident Prevention Plan (APP). The Contractor shall secure the area and provide two personnel located upwind of the suspect unknown liquid filled munition to secure the site until relieved by the appropriate Department of Defense emergency response personnel. Additional support may be required by the emergency response personnel, e.g., construction of blast mitigation controls.

8.3.7 HTRW at MMRP/OMRS.
During Munitions Responses or other munitions related operations, the Contractor may encounter HTRW material containers, landfills, Open Burning/Open Detonation (OB/OD) areas, ground spills, contaminated surface water, or contaminated groundwater. If suspected HTRW of unknown origin and nature is encountered, the Contractor shall immediately stop work in the affected area, and notify the responsible KO and the appropriate point of contact in their WP/APP. The Contractor shall take necessary actions to protect the safety of its workforce, the public, and the environment.

9.0 QUALITY CONTROL (QC)

9.1 General.
The Requirement is being procured as environmental remediation services under NAICS 562910. Work to be performed includes a wide range of services, including, but not limited, to project planning, assessments, inspections, investigations, disposal of munitions and explosives, remedial or removal actions and environmental restoration. The activities may include, but are not limited to, separate activities in industries such as management consulting services, hazardous waste collection, remediation services; testing and laboratory; and heavy construction. In accordance with FAR 37.102(a) (1) (ii), construction is exempted from performance based acquisition methods. Therefore, task orders for activities classified as construction may not be performance based and the CTOs may be issued using a Statement of Work (SOW). For all other task order activities, performance-based services are practical for this contract effort and a majority of the CTOs may be issued using a Performance-based Work Statement (PWS). CTOs will also provide the assessment method, acceptable quality levels, and remedies for poor performance. The Government also reserves the right to issue a Statement of Objectives (SOO) indicating the high-level objectives for the CTO.

9.2 Metrics.
Metrics are to be used to the maximum extent to measure the outcomes for the procurement of services with proper PWS at the CTO level. Performance objectives will be specified in the PWS of each CTO and may include specific Navy and Marine Corps ORC clearance requirements. The metrics to be used to measure the outcomes will be at the Contract Level and the Task Order Level. Metrics for performance objectives, acceptable standards, quality levels, assessment methods, and incentives/remedies for the contract are described in paragraphs 5.1.2 and 5.2.2.

9.3 Quality System.

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

Work involving advanced geophysical classification of subsurface munitions must not commence until the Government has determined that Contractor's quality systems and personnel qualification documentation meets all specifications contained in the Contract or Contract Task Order.

9.4 **Program Quality Management Plan (QMP).**
After contract award, the contractor will be directed to submit an overall QMP that conforms to the UFP-QS or ANSI/ASQ as specified in Section 9.3 for government review.

9.5 **Project Quality Control (QC) Plan**

9.5.1 Requirements.
Site specific Project QC Plans may be required for each contract task order. Submit for acceptance by the KO or designated representative, a Project QC Plan that covers the projects on-site and off-site work.

9.5.2 Acceptance.
Acceptance of the Project QC Plan is required prior to the start of work. The Contracting Officer or designated representative reserves the right to require changes in the Project QC Plan and operations as necessary to ensure the specified quality of work. No work is authorized to proceed prior to the approval of the Project QC Plan unless specifically authorized by the KO or designated representative.

9.6 **Field Work Reporting.**
For applicable Contract Task Orders, deliver the following to the Contracting Officer or designated representative, and other parties as identified through regional distribution listings:

9.6.1 Contractor Quality Control Report.
Original and one copy by 10 A.M. (site location time zone) the next working day after each day that work is performed.

9.6.2 Testing Plan and Log:
One copy at the end of each month.

9.6.3 Monthly Summary Report of Field Tests:
Original and one copy attached to the Contractor quality control report at the end of each month.

9.6.4 QC Meeting Minutes:
One copy within 2 calendar days of the meeting.

9.6.5 Rework Items List:
One copy to be included in the next daily production report as an attachment.

9.6.6 QC Certifications:
As required by the paragraph entitled "QC Certifications."

9.7 **Coordination and Mutual Understanding Meeting.**
Prior to the start of site work, the Project QC Manager/UXOQCS shall meet with the KO or designated representative to discuss the QC program required by this contract. The purpose of this meeting is to develop a mutual understanding of the QC details, including forms to be used; coordination/development in conjunction with the planning documents; administration of on-site and off-site work; and coordination of the Contractor's management, production, and the Project QC Manager's/UXOQCS duties with the KO or designated representative.

As a minimum, the Contractor's personnel required to attend may include the Project Manager, Project Superintendent, and Project QC Manager/UXOQCS. Minutes of the meeting shall be prepared by the contractor and signed by both the Project QC Manager/UXOQC and the KO or designated representative. This meeting may be held in conjunction with other meetings (i.e. kickoff meeting).

9.8 **QC Meetings.**

After the start of site work, the Project QC Manager/UXOQCS shall conduct QC meetings as required by the Task Order and/or the KO or designated representative at the work site, with the project superintendent and the foreman responsible for the upcoming work. Meetings conducted shall be recorded in the contractor QC reports. The KO or designated representative may attend any of these meetings. These meetings may be held in conjunction with other meetings (i.e. tool box safety meetings). As a minimum, the following shall be accomplished at each meeting:

9.8.1 Minimal Meeting Requirements.

a) Review the minutes of the previous QC meeting
b) Review the schedule/progress to date
c) Review the project QC reports (interim and final)

(1) 3 phases of work implemented
(2) DFWs ongoing and completed

d) Review the work to be accomplished in the next 2 weeks and documentation required. Schedule the three phases of control and testing

(1) Establish completion dates for rework items
(2) Preparatory phases required
(3) Initial phases required
(4) Follow-up phases required
(5) Testing required
(6) Status of off-site work or testing
(7) Documentation required

e) Resolve Failed DFWs and production problems
f) Address items that may require revising the Project QC Plan.

(1) Changes in procedures

9.9 **Three Phases of Control.**

The Project QC Manager/UXOQCS shall perform the three phases of control for each definable feature of work to ensure that work complies with contract requirements. Definable features of work shall be specified in the Project QC Plan accepted by the KO or designated representative. A checklist for each DFW and phase will be completed prior to the start of work. This includes the QC process for developing WPs, QC plans, SHSPs, etc. The three phases of control shall adequately cover appropriate on-site and off-site work and shall include the following:

9.9.1 Preparatory Phase.

Conduct the preparatory phase with the PM and SUXOS/UXO site manager/UXOQC responsible for the definable feature of work. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report. Perform the following prior to beginning work on each definable feature of work, as applicable, in addition to requirements stated in the task order:

a) Review each paragraph of the applicable specification sections.
b) Review the contract drawings.
c) Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required.
d) Review the testing plan and ensure that provisions have been made to provide the required QC testing.

e) Examine the work area to ensure that the required preliminary work has been completed.
f) Examine the required materials and equipment, and sample work to ensure that materials and equipment are on hand and conform to the approved shop drawings and submitted data.
g) Review the safety plan and appropriate activity hazard analysis to ensure that applicable safety requirements are met, and that required MSDS are submitted.
h) Discuss performance methods.

9.9.2 Initial Phase.
Notify the KO or designated representative when crews are ready to start work on a definable feature of work. Observe the initial segment of the definable feature of work to ensure that the work complies with contract requirements. Document the results of the initial phase in the Daily Contractor Quality Control Report. Repeat the initial phase when acceptable levels of specified quality are not being met. Perform the following for each definable feature of work:

a) Establish the quality of workmanship required.
b) Resolve conflicts.
c) Review the safety plan and the appropriate activity hazard analysis to ensure that applicable safety requirements are met.
d) Ensure that testing is performed.

9.9.3 Follow-Up Phase.
Perform the following for on-going work daily, or more frequently as necessary until the completion of each definable feature of work and document in the Daily Contractor Quality Control Report:

a) Ensure the work is in compliance with contract requirements.
b) Maintain the quality of workmanship required.
c) Ensure that testing is performed.
d) Ensure that rework items are being corrected.

9.9.4 Notification of Three Phases of Control for Off-Site Work.
Notify the KO or designated representative at least 2 weeks prior to the start of the preparatory and initial phases.

9.10 **Environmental Sampling and Testing.**
This part establishes minimum requirements for quality control when performing environmental sampling and analytical testing as identified in the *Department of Defense Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing* (November 2007 or latest version). More stringent requirements may be specified in the CTO PWS/SOW.

9.10.1 Project-Specific Sampling and Analysis Plan.
For each CTO involving environmental sampling or testing, the CTO will include the requirement for preparation of a project-specific SAP. Sampling and testing requirements shall be developed and documented in the SAP in accordance with the *Uniform Federal Policy for Quality Assurance Project Plans* (March 2005 or latest version). Submitted documents shall recognize the responsibility of Contractor to carry out its quality control obligations and contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the CTO. The Government will review the submitted document and provide comments, indicating acceptance or rejection. As required, the Contractor shall revise the document to address all comments and shall submit the revised document to the Government for acceptance. Deviations from this protocol shall be approved by Navy personnel on a project specific basis. Written approval must be obtained for any deviations from the above requirements. All projects within the NAVFAC Pacific area of responsibility, project-specific SAPs shall be prepared utilizing the most recent NAVFAC Pacific's SAP template. All projects within the NAVFAC Atlantic area of responsibility, project-specific SAPs shall be prepared utilizing the most recent NAVFAC Atlantic's SAP template. This template can be obtained by contacting the NAVFAC Pacific's or Atlantic's Quality Assurance Manager.

9.10.2 Performance Testing.
Except as stated otherwise in the specification sections, perform sampling and testing required under this contract as follows:

9.10.3 Testing Laboratory Requirements.
Provide an independent testing laboratory qualified to perform sampling and tests required by this contract. Laboratories performing work in connection with performance testing shall be certified to the methods specified by each Contract Task Order.

9.10.4 Accredited/Certified Laboratories

9.10.4.1 Non-Environmental Projects.

Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) Program, and the American Association for Laboratory Accreditation (AALA) Program. Furnish to the KO or designated representative, a copy of the certificate of accreditation, scope of accreditation, and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the contract. Any deviation from the above requirements must be approved in writing by the KO or designated representative. On-site chemical analysis by mobile laboratories must be performed by laboratories certified by the State (if available) in which the project/site is located.

9.10.4.2 Environmental Projects.

Chemical analysis performed in support of Task Orders under this contract shall conform to the following requirements. Laboratory approval requirements for chemical analysis are as follows:

- The Contractor shall utilize analytical laboratories that have current accreditation through the DoD Environmental Laboratory Accreditation Program (DoD ELAP) unless the Navy approves a laboratory that meets project specific goals.
- Specific analytical laboratory analysis shall be performed utilizing U.S. Environmental Protection Agency (EPA) methods and quality control. Deviations from this protocol shall be approved by Navy personnel on a project specific basis.
- Laboratories must hold any state approval, certification, or license as may be required by the state in which the sample originates.

The Contractor shall prepare a SAP in accordance with the Uniform Federal Policy for Quality Assurance Project Plans. Deviations from this protocol shall be approved by Navy personnel on a project specific basis.

Written approval must be obtained for any deviations from the above requirements. When applicable to a site and phase of work, the approval must be provided by the appointed QA Officer (QAO) of the appropriate Facility Engineering and Acquisition Department (FEAD) or other appropriate Navy personnel when no FEAD QAO is assigned.

9.10.4.3 Geotechnical Testing Laboratories.

Geotechnical testing shall be conducted in accordance with laboratory requirements specified in ASTM D-3740. The laboratory shall have experience performing physical testing of materials potentially contaminated with HTRW or MC. The types of laboratory services anticipated under this contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests and relative density tests.

Any deviation from the above requirements must be approved in writing by the KO.

9.10.4.4 Non-Navy Projects.

Accreditation requirements for laboratories performing work funded by other DoD programs, will be considered on a case by case basis, and must be approved in writing by the appointed by the KO.

9.10.4.5 Inspection of Testing Laboratories.

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

9.10.5 Capability Check.
The KO or designated representative retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this contract.

9.10.6 Test Results.
Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the KO or designated representative. Furnish a summary report of field tests at the end of each month. Attach a copy of the summary report to the last Daily Contractor Quality Control Report of each month. For test results involving environmental samples, deliverables shall be defined in the Sampling and Analysis Plan.

9.11 QC CERTIFICATIONS

9.11.1 Contractor Quality Control Report Certification.
Each Contractor Quality Control Report shall contain all pass/fail reports for the reporting period. The pass/fail report shall include the DFW and phase inspected along with the checklist write-up for the QC process. The report will specify if it was an interim inspection or final inspection. The QC manager/UXOQC will sign the report and include it in the project file.

9.11.2 Completion Certification.
Upon completion of each DFW under a contract task order, the Project QC Manager shall furnish a final pass/fail report to the KO or designated representative attesting that "the work has been completed, inspected, and tested, and is in compliance with the contract."

9.12 QC DOCUMENTATION.

Maintain current and complete records of on-site and off-site QC program operations and activities.

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

a) Identify the control phase and the definable feature of work.
b) Results of the preparatory phase meetings held, including the location of the definable feature of work and a list of personnel present at the meeting. Verify in the report that for this definable feature of work, the drawings and specifications have been reviewed, submittals have been approved, materials comply with approved submittals, materials are stored properly, preliminary work was done correctly, the testing plan has been reviewed, and work methods and schedule have been discussed.
c) Results of the initial phase meetings held, including the location of the definable feature of work and a list of personnel present at the meeting. Verify in the report that for this definable feature of work the preliminary work was done correctly, samples have been prepared and approved, the workmanship is satisfactory, test results are acceptable, work is in compliance with the contract, and the required testing has been performed, and include a list of who performed the tests.
d) Results of the follow-up phase inspections held, including the location of the definable feature of work. Verify in the report for this definable feature of work that the work complies with the contract as approved in the initial phase, and that required testing has been performed, and include a list of who performed the tests.
e) Results of the three phases of control for off-site work, if applicable, including actions taken.
f) List rework items identified, but not corrected by close of business.

g) As rework items are corrected, provide a revised rework items list along with the corrective action taken. NOTE: ALL REWORK WILL BE NON-FEE BEARING)
h) Include a "Remarks" section in this report which shall contain pertinent information including
Directions received, QC problem areas, deviations from the Project QC Plan, performance deficiencies encountered, QC meetings held, acknowledgment that as-built drawings have been updated, corrective direction given by the Project QC Manager/UXOQCS, and corrective action taken by the Contractor.
i) Contractor Quality Control Report certification.

9.12.2 QC Pass/Fail Reports.
Every time a QC inspection is done for a DFW, a Pass/Fail report will be generated to include the following:

a. Task Order information
    i. Name of contractor
    ii. Contract number/Task Order number
b. Definable Feature of Work
c. Phase
d. Interim or Final report
e. Pass or Fail
f. Information supporting the Pass/Fail rating
g. QC signature

The QC reports shall be kept in the data file for the task order.

9.12.3 Testing Plan and Log.
As tests are performed, the Project QC Manager/UXOQCS shall record on the testing plan and log the date the test was conducted, the date the test results were forwarded to the Contracting Officer or designated representative, and any remarks and acknowledgment that an accredited or KO approved testing laboratory was used. Attach a copy of the updated testing plan and log to the last daily Contractor Quality Control Report of each month.

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

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

10.0 SUBMITTALS

10.1 **Records Management.**
For Environmental Restoration (IRP and MRP) projects, the contractor shall submit all documentation in accordance with the Environmental Restoration Recordkeeping Program Manual (latest version) or NAVFAC Command/Installation specific procedures (i.e. NAVFAC Pacific Project Procedures Manual). All documents shall have appropriate disclosure statement. Consult the appropriate Command Environmental Records Manager for specific directions for other NAVFAC Commands.
https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/ER%20Recordkeeping%20Manual.pdf).

Documentation shall include Administrative Record File, Post Decision file and Site File documents. See the Environmental Restoration Recordkeeping Manual, Appendix B for a complete listing of document types. See APPENDIX T - for Munitions Response Program Documents. Records Management requires the submission of a

complete paper copy (cover-to-cover including appendices and/or attachments) of all deliverables and correspondence. Records Management requires the submission of a Navy Installation Restoration Information Solution (NIRIS) approved electronic version in a .pdf format of the deliverables and correspondence on CDROMs or DVDs. See the Environmental Restoration Recordkeeping Manual APPENDIX C - Sensitive Critical Infrastructure, APPENDIX D - FOIA Exemptions, APPENDIX K - NIRIS Ready .pdf and Bookmarks, APPENDIX N - Distribution Statements and Marking Documents,

10.2 **Electronic Data Submissions.**

All paper document submittals shall include submittal of an electronic version to the Government. All native files of data tables, spreadsheets, database files, and raw laboratory data pertaining to a submittal shall be submitted to the Government on a separate disk. The Government may specify additional electronic submittals in the individual task order. Data files shall be submitted in a format that is consistent with software used by the Government. Note: All documents submitted for the Administrative Records and Post Decision file shall be one complete paper copy and one complete electronic copy.

10.3 **Environmental Data Management and Required Electronic Delivery Standards.**

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

10.4 **Spatial Data Standards.**

The latest version of the Spatial Data Standard for Facilities, Infrastructure & Environment (SDSFIE) Tri-Service Spatial Data Standards (TSSDS) shall be used on all CADD and GIS graphics deliverables. These standards have been established for all Department of Defense agencies and the standards include symbols for all aspects of Facilities Management and Military Operations and include symbols for Environmental Restoration and Compliance. Spatial data deliverables are required for all site investigation, site assessment, site verification, remedial investigation, clearance and confirmation sampling activities.

For projects on Navy installations, the Contractor shall utilize the spatial data standards specified in [Attachment JC.1]. For projects on USMC installations, the Contractor shall utilize the spatial data standards required by the GeoFidelis system as specific in [Attachment JC.2].

10.4.1 MRP Spatial Data Standards.

For MRP projects, spatial data deliverables are required to be submitted in the NIRIS. The contractor shall obtain access to NIRIS and shall submit all tabular and spatial data to NIRIS in accordance with current NIRIS standard operating procedures (SOPs). All analytical data generated by the laboratory shall be reviewed by the Contractor's Project Chemist to ensure the validity of the reported data prior to submittal to NIRIS. NIRIS data submittals shall be coordinated with the Command NIRIS Regional Data Manager (RDM) for inclusion into NIRIS. NIRIS data shall include installation-wide data related to:

10.4.2 Environmental tabular data

The contractor shall submit all relevant environmental tabular data using the NIRIS Electronic Data Deliverable (NEDD) format as outlined in the current NEDD SOP. The contractor shall identify the appropriate NEDD tables to populate and obtain approval from the RPM to ensure completeness. [Note: The NEDD Selector in NIRIS shall be used by the contractor to identify the required tables that shall be populated by the contractor].

10.4.3 Environmental spatial data (i.e., ER site boundary information)

The contractor shall submit all spatial information in accordance with the current Non-NEDD Deliverable Submittal Guidelines (https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/03-000-04%20Non-EDD%20Deliverable%20Submittal%20Guidelines.pdf).

10.4.4 Land Use Control (LUC) information for Controlled Areas
The contractor shall submit all LUC data in accordance with the LUC Tracker User Guide (https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/04-USR-05%20LUC%20Tracker%20User%20Guide.pdf).

10.4.5 Administrative Boundaries
The contractor shall submit all spatial data for administrative boundaries. Examples of spatial data to be included are exterior fence lines, approximate subsurface fuel plume boundaries, etc.

10.5 **Non-Spatial Data Standards.**
Utilize Executive Order 12906 "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" and OMB Circular No. A-16 ("Coordination of Surveying, Mapping, and related Spatial Data Activities").

As directed per region the Navy Environmental Data Transfer Standards (NEDTS 2.01) shall be used for all projects involving the collection of environmental measurements and laboratory analyses. The NEDTS consist of an open platform and software-independent definition consisting of 36 fixed-length tables and associated lists of valid values. NEDTS deliverables are required for all site investigation, site assessment, site verification, remedial investigation, and confirmation sampling activities.

10.6 **Laboratory Hard Copy and Electronic Deliverables.**
Laboratory hard copy and electronic deliverables are required for projects involving chemical analysis of environmental samples, when a fixed-base analytical laboratory analyzes these samples. This includes data collected from activities that include sampling and waste characterization (investigation-derived waste (IDW), construction-generated waste, and other materials or wastes) for on-site or off-site treatment/disposal. The electronic format of these deliverables must be compatible with software currently in use by NAVFAC. The Contractor should verify data deliverable format requirements with the CTO COR prior to beginning data collection. Records Management requires the submission of a complete paper copy of deliverables and submission of a NIRIS approved electronic version in a .pdf format of the deliverables on CDROMs or DVDS. See the Environmental Restoration Recordkeeping Manual, Appendix C - Sensitive Critical Infrastructure, Appendix D - FOIA Exemptions, Appendix K - NIRIS Ready .pdf and Bookmarks and Appendix N - Distribution Statements and Marking Documents,

10.7 **Control Information.**
Horizontal and vertical control information for both graphic and non-graphic information are as follows: Horizontal Controls: Mercator projection, GRS 80, State Plane Coordinate System, North American Datum 1983, Lambert Zones 1 through 6 (or appropriate zone for region to be mapped), feet. Vertical Controls: Mean Sea Level, North American Vertical Datum, 1988.

10.8 **Data Ownership and Data Rights.**
All reports and data whatsoever, including all electronic data and software, generated under this contract will be determined by negotiation IAW the DFARS. When submitting proposals, offerors shall identify IAW DFARS 252.227-7017 to the extent known all technical data or software that will be delivered with restrictions on its use, release, or disclosure.

11.0 PUBLIC AFFAIRS.

11.1 **Disclosure of Information.**
The Contractor may require access to data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use, other than as specified in this contract, would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel

shall divulge or release data or information developed or obtained under performance of this contract, except to authorized Government personnel or upon written approval of the KO or designated representative. The Contractor shall not use, disclose, or reproduce proprietary information bearing a restrictive legend, other than as specified in the contract or applicable task order. The Contractor shall not release any information on any part of the subject matter of this contract, or any phase of any program hereunder, without the prior written approval of the KO or designated representative.

The Contractor's employees shall not disclose or release any information on publicly accessible or private websites especially when working on IOP sites. This includes photos of project sites, names or locations of project sites, or names of local nationals working for the Contractor in support of the project requirements. This list is not all inclusive. The Contractor is to ensure that all personnel working for them have signed a non-disclosure form before going to work on any IOP site. The KO may request any and all non-disclosure forms at any time during the Contract Performance Period for review to ensure that the Contractor has complied with this requirement.

The Contractor shall not release information regarding individuals without prior authority of the KO or designated representative. Any documentation showing individuals' names or other personal information will be controlled and protected. The provisions of the Privacy Act of 1974, Public Law 93-579, 5 U.S.C., Section 552a, shall apply.

Disclosure of information regarding operations and services of the activity to persons not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor (or any persons under the Contractor's control) in connection with work under this contract, may subject the Contractor, Contractor's agent, or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated any information concerning the operations of the activity that could result in, or increase the likelihood of, the possibility of a breach of the activities' security or interrupt the continuity of operations.

The Contractor shall direct to the KO or designated representative, all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.

12.0 GENERAL CONDITIONS FOR TASK ORDER PROPOSALS.

12.1 Assessing the Nature and Location of Work

When submitting proposals for Task Orders the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has assessed and satisfied itself as to the general and local conditions, which can affect the work or its cost, including but not limited to:

- Conditions bearing upon transportation, disposal, handling, and storage of materials, hazardous waste, explosives, or scrap
- The availability of qualified labor, materials, equipment, facilities, water, electric power, communications, and roads
- Uncertainties of weather, river stages, oceanographic conditions, tides, or similar physical conditions at the site;
- The conformation and conditions of the ground, soil, geology, and vegetation (type, height, density), the distribution of each, and the seasonal effects on each;
- The type of equipment and facilities needed preliminary to and during work performance;
- Personal Protective Equipment (PPE) requirements including all effects on cost or production due to the requirement to use PPE;
- Exclusion zone requirements including all effects and costs of implementing and enforcing exclusion zones. The Contractor is responsible for evaluating, identifying the requirements of, and implementing/complying with all exclusion zones;
- Responsibility for understanding and implementing the required safety and access control requirements and factoring them into its approach and price;

- The availability or cost of lodging for on-site personnel;
- The availability or location of explosives/hazardous waste storage or storage facilities.

12.2 **Site Access.**
The Government will make a good faith attempt to provide the Contractor with access to the site prior to preparing proposals, which should allow the Contractor to gain an understanding of the local site conditions. When access to the site is provided to the Contractor prior to the preparing proposals, the Government strongly encourages prospective Contractors to use this time to perform the requisite site assessments necessary to ascertain the site conditions to a reasonable degree of accuracy. Contractors are strongly encouraged to perform a site assessment and use their experienced judgment and reasoned interpolation and extrapolation of all the available site information to assess the general and local conditions, which can affect the work or its cost. Contractors, who do not perform a site assessment when access is made available by the Government, assume the risks associated with the decision to forgo this important source of information about the site. The Contractor is expected to apply due diligence in the research and development of its proposal and to reasonably estimate the conditions to be encountered that will affect the cost, quality, or schedule of the work required under any given task order. The Government expects the Contractor to assess the risk and factor this risk into its proposal.

12.3 **Unexpected Site Conditions**
Government acceptance of the Contractor's proposed technical approach and/or price in a task order proposal does not relieve the Contractor from full responsibility for the viability, productivity, and efficiency of the approach used to perform the work and for meeting the performance requirements of the Task Order specific PWS at the price proposed. When latent site conditions experienced during task order execution are clearly contradictory to the information provided by the Government during the pre-award phase, it is the Contractor's responsibility to provide written notification to the KO and pursue an equitable adjustment.

12.4 **Site Data**
On a Task Order basis, the Contractor may be provided data during the proposal process including, but not limited to, site data included in previous project documents. Use of the data provided as the basis of estimate for an accurate price proposal requires an experienced understanding of how the data of this type is collected, analyzed, interpreted, and presented. The Contractor is responsible for interpreting the data provided in the context of the conditions under which the data was collected and analyzed. The Contractor is responsible for recognizing the limitations of the data provided for assessments of this type and shall identify the limitations that drive the basis of estimate clearly in their proposal. The Government expects that Contractors will promptly notify the KO if they have not been given adequate opportunity to assess the site conditions or data provided and to request additional time to allow a reasonable opportunity to do so.

12.5 **Exception to the RFP**
By submitting a proposal for a Task Order, the Contractor attests that any exceptions to any of the conditions of the Task Order specific PWS will be clearly marked in the proposal in bold type as "Exception to the RFP." Unless such exceptions are made, the Contractor certifies that its proposal is not qualified or contingent upon the site conditions.

13.0 DEFINITIONS

13.1 **Advanced Classification (Advanced Geophysical Classification, Geophysical Classification).** The use of data from a geophysical sensor system to make a decision about the likely source of a signal; specifically, to determine whether the source is a potentially hazardous munition that must be removed or other non-hazardous item that can be left in the ground. Advanced classification requires three essential components: 1) a geophysical sensor system, 2) a model to estimate intrinsic properties of a buried item based on its EMI fingerprint, and 3) classification algorithms to assign likelihood that a buried item is a target of interest.

13.2 **Anomaly.** A subsurface feature detected by a digital or analog geophysical instrument.

13.3 **Chemical Agent.** A chemical agent listed in AR 50-6 that is intended for use in military operations to kill, seriously injure, or incapacitate a person through its physiological properties. Excluded from consideration are industrial chemicals, riot control agents, chemical herbicides, smoke, and flame.

13.4 **Chemical Warfare Materiel.** An item configured as a munition containing a chemical agent that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. The term CWM includes V- and G-series nerve agent, H and HN-series blister agent, and lewisite in other than munition configurations. Due to their hazards, prevalence, and military-unique application, dilute nerve agent and neat chemical agent identification sets (CAIS) are also considered chemical warfare materiel. Chemical warfare materiel does not include riot control agents; chemical herbicides; smoke and flame producing items, regardless of configuration; or soil, water, debris, or other media contaminated with chemical agent or CAIS containing dilute agent (other than dilute nerve agent).

13.5 **Contract Administrator.** The official Government representative delegated authority by the KO to administer a contract. This individual, normally working in an appropriate contracting or procurement career field, advises on all technical contractual matters.

13.6 **Contract Discrepancy.** Failure of the Contractor to perform in accordance with contract requirements and specifications. A contract discrepancy may result from a failure of the Contractor to provide, or provide on time, the required contract products, or services; or it may result because delivered products or services do not meet specific contract standards.

13.7 **Contract Discrepancy Report (CDR) –** A report used to document unsatisfactory Contractor performance. The CDR requires the Contractor to explain, in writing, why performance is unsatisfactory; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

13.8 **Contracting Officer (KO) –** A person duly appointed in writing with the authority to enter into and administer contracts on behalf of the Government.

13.9 **Department of Defense Advanced Geophysical Classification Accreditation Program (DAGCAP) –** Provides a unified program for organizations performing advanced classification to demonstrate competency and document conformance to minimum quality systems requirements based on the International Organization for Standards and Electrotechnical Commission standards. Office of the Assistant Secretary of Defense Memorandum April 11, 2016.

13.10 **KO's Representative –** An individual designated in writing as COR, by the KO, to act as an authorized representative of the KO to perform specific contract administrative functions within the scope and limitations defined by the KO. An individual designated in writing as CTO COR, by the KO, to act as an authorized representative of the KO to perform specific contract task order administrative functions within the scope and limitations defined by the KO.

13.11 **Discrimination.** Geophysical analysis that differentiates and separates target anomalies from other anomalies.

13.12 **Discarded Military Munitions (DMM).** Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of consistent with applicable environmental laws and regulations. (10 U.S.C. 2710(e)(2))

13.13 **Explosive Ordnance Disposal (EOD) Personnel.** Active duty military EOD personnel.

13.14 **False Positive.** An anomaly that cannot be reacquired. In a discrimination context, an anomaly that is not what it was thought to be.

13.15 **Geographic Information Systems.** A combination of computer hardware and software that supports the acquisition, management, analysis, and visualization of spatially referenced data for solving complex planning and management problems.

13.16 **Geophysical Classification.** Classification is a process used to make a decision about the likely origin of a signal. In the case of munitions response, high-quality geophysical data can be interpreted with physics-based models to estimate parameters that are related to the physical attributes of the object that resulted in the signal, such as its physical size and aspect ratio. The values of these parameters may then be used to estimate the likelihood that the signal arose from an item of interest, that is, a munition.

13.17 **Geophysical Mapping.** The non-invasive investigation of subsurface conditions in the Earth through measuring, analyzing and interpreting physical fields measured at the surface or subsurface.

13.18 **13.16 Hazardous Material.** A substance or material which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Appendix Section 1801 et seq. The term includes materials designated as hazardous materials under the provisions of 49 CFR 172, Sections .101 and .102 and materials which meet the defining criteria for hazard classes and divisions in 49 CFR 173. EPA designated hazardous wastes are also hazardous materials.

13.19 **Hazardous, Toxic, or Radioactive Waste.** Waste or media (i.e. air, water, soil, etc.) contaminated with chemicals or compounds that have been determined to be harmful to human health and the environment and are regulated by Federal and State law or Department of the Army regulation, to include chemical agent contaminated media and chemical agent identification sets containing dilute agent (other than dilute nerve agent).

13.20 **Hazardous Waste.** A waste which meets criteria established in RCRA or specified by the EPA in 40 CFR 261 or which has been designated as hazardous by a RCRA authorized state program.

13.21 **Inert Ordnance.** Inert ordnance is an item which has functioned as designed leaving an inert carrier or an item manufactured inert to serve a specific training purpose. When these items are discovered on a range, they are inspected, certified and verified to contain no explosive hazard, and reported as munitions debris.

13.22 **Innovative Technology.** A technology which offers significant improvement over existing technologies, which is not broadly applied due to limited knowledge or established standards within the scientific and engineering community. This may include technologies that have been extensively field demonstrated, but have not been applied on a full-scale project. Innovative technologies must maintain public and worker safety.

13.23 **Long Term Management.** Term used for environmental monitoring, review of site conditions, and/or maintenance of a remedial action to ensure continued protection as designed once a site achieves Response Complete. Examples of LTM include landfill cap maintenance, leachate disposal, fence monitoring and repair, five-year review execution, and land use control enforcement actions.

13.24 **Material Documented As Safe.** – MPPEH that has been assessed and documented as not presenting an explosive hazard and for which the chain of custody has been established and maintained. This material is no longer considered to be MPPEH.

13.25 **Material Documented as an Explosive Hazard.** - MPPEH that cannot be documented as MDAS, that has been assessed and documented as to the maximum explosive hazards the material is known or suspected to present, and for which the chain of custody has been established and maintained. This material is no longer considered to be MPPEH.

13.26 **Material Potentially Presenting an Explosive Hazard.** Material potentially containing explosives or munitions (e.g., munitions containers and packaging material; munitions debris remaining after munitions use, demilitarization, or disposal; and range-related debris); or material potentially contaminated with a high enough concentration of explosives such that the material presents an explosive hazard (e.g., equipment, drainage systems, holding tanks, piping, ventilation ducts) associated with munitions production, demilitarization or disposal operations. Excluded from MPPEH are munitions within DoD's established munitions management system and other hazardous items that may present explosion hazards (e.g., gasoline cans, compressed gas cylinders) that are not munitions and are not intended for use as munitions.

13.27 **Military Munitions.** All ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy (DOE), and the National Guard. The term includes: confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof. The term does not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components, except that the term does include non-nuclear components of nuclear devices that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954 (42 U.S.C. 2011, et seq.) have been completed. (10 U.S.C. 2710(e)(3)(A)).

13.28 **Military Range.** Designated land and water areas set aside, managed, and used to conduct research on, develop, test, and evaluate military munitions and explosives, other ordnance, or weapon systems, or to train military personnel in their use and handling. Ranges include firing lines and positions, maneuver areas, firing lanes, test pads, detonation pads, impact areas, and buffer zones with restricted access and exclusionary areas. (Military Munitions Rule, 40 CFR 266.201).

13.29 **Munitions and Explosives of Concern.** This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (a) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710(e)(9); (b) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e)(2); or (c) Munitions constituents (e.g., TNT, RDX) present in high enough concentrations to pose an explosive hazard.

13.30 **Munitions Constituents.** Any materials originating from unexploded ordnance, discarded military munitions, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions. (10 U.S.C. 2710(e)(4))

13.31 **Munitions Debris.** Remnants of munitions (e.g., fragments, penetrators, projectiles, shell casings, links, fins) remaining after munitions use, demilitarization, disposal. Munitions debris is considered MPPEH until technically-qualified personnel: (1) inspect, verify, and certify that it does not present an explosive hazard, and consequently is safe for all (e.g., the general public) to receive; or (2) inspect, verify, and certify it as to the explosive hazards it may present to a qualified receiver.

13.32 **Munitions Response.** Response actions, including investigation, removal and remedial actions to address the explosives safety, human health, or environmental risks presented by UXO, DMM, or MC.

13.33 **Munitions Response Area.** Any area on a defense site that is known or suspected to contain UXO, DMM, or MC. Examples include former ranges and munitions burial areas. A MRA is comprised of one or more MRS.

13.34 **Munitions Response Site.** A discrete location within a MRA that is known to require a Munitions Response.

13.35 **Operational Range.** A military range that is used for range activities, or a military range that is not currently being used, but that is still considered by the DoD Component to be a range area; is under the jurisdiction,

custody, or control of the DoD; and has not been put to a new use that is incompatible with range activities. (10 U.S.C. 2710(e) (5)).

13.36 **Performance Requirements Summary** (Attachment JL.1 – Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor. (Other services may also be inspected under the authority of the Inspection of Services Clause.)

13.37 **Quality Control.** The Contractor's system to manage, control, and document activities to comply with the contract requirements.

13.38 **Quality Assurance.** The procedures by which the Government fulfills its responsibility to be certain that QC is functioning and the specified product is realized.

13.39 **Range Clearance.** The recovery, collection, and on-range destruction of military munitions (e.g. UXO), munitions debris, and other range-related debris (e.g., targets) on operational ranges to maintain or enhance operational safety or to allow the continued use of the range for its intended purpose. The term "range clearance" does not include the on-range disposal or burial of UXO and MC, when the burial is not a result of normal use.

13.40 **Range Residue** – Material including, but not limited to, practice bombs, expended artillery, small arms, mortar projectiles, aircraft bombs and missiles, rockets and rocket motors, hard targets, grenades, incendiary devices, experimental items, demolition devices, and any other material fired on or upon a military range.

13.41 **Range-Related Debris.** Debris, other than munitions debris, collected from operational ranges or from former ranges (e.g., targets). Range-related debris is considered MPPEH until technically qualified personnel: (1) inspect, verify, and certify that it does not present an explosive hazard, and consequently is safe for all (e.g., the general public) to receive; or (2) inspect, verify, and certify it as to the explosive hazards it may present to a qualified receiver.

13.42 **Five-Year Reviews.** 5-Year Reviews are conducted to determine if a response action continues to minimize explosives safety risks and continues to be protective of human health, safety, and the environment. Recurring Reviews are conducted as part of LTM.

13.43 **Target Anomaly.** An anomaly which has a high probability to be a MEC item based on its apparent size, composition, depth, location, and geophysical signature.

13.44 **Technical Escort.** 22nd Chemical Battalion manned with specially trained personnel that provide verification, sampling, detection, mitigation, render safe, decontamination, packaging, escort and remediation of CWM, biological warfare materiel’s (BWM) and industrial chemical filled munitions that are considered CWM.

13.45 **Unexploded Ordnance.** Military munitions that (a) have been primed, fuzed, armed, or otherwise prepared for action; (b) have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and (3) remain unexploded either by malfunction, design, or any other cause. (10 U.S.C. 2710(e)(9))

13.46 **UXO Personnel.** Personnel meeting the qualification requirements for filling the UXO positions listed in paragraph 5.5.

14.0 REFERENCES

Laws, regulations, Executive Orders and references that are applicable to this contract include but are not limited to the following. The Contractor shall use the latest version of all references and publications. All work under this contract shall be in accordance with the applicable references and publications. Department of the Navy guidance available at:

http://doni.daps.dla.mil/default.aspx Department of Defense Guidance available at http://www.dtic.mil/whs/directives/. For work performed on property owned by non-Navy entities, the appropriate service-level publications should be followed. DoD level guidance must be followed for work performed on any property under this contract. If work is being performed at a property not owned by the Navy, refer to http://locks.nfesc.navy.mil/DirGuidance.htm for physical security guidance.

The publications are referred to in the text by the basic designation only.

- U.S. Navy Range Sustainability Environmental Program Assessments Manual (Nov. 2006)
- NAVSEA OP-5, Vol. 1, Seventh Revision, "Ammunition and Explosives Ashore Safety Regulations for Handling, Storing, Production, Renovation and Shipping".
- OPNAV INSTRUCTION 8020.15/MCO 8020.13 (series), "Explosives Safety Review, Oversight, And Verification of Response Actions Involving Military Munitions
- NOSSA Instruction 8020.15 (series) (or Marine Corps Equivalent), "Military Munitions Response Program Oversight"
- OPNAV INSTRUCTION 3500.39 series, Operational Risk Management (ORM).
- OPNAV INSTRUCTION 5090.1 series – Navy Environmental and Natural Resources Program
- OPNAV INSTRUCTION 5330.13 series – Department of the Navy Physical Security for
- Conventional Arms, Ammunition, and Explosives (AA& E).
- SECNAVINST 5100.10 series – Department of the Navy Policy for Safety, Mishap, Prevention,
- Occupational Health and Fire Protection Programs
- DoD Explosives Safety Board Standard 6055.9-STD
- DDESB Technical Paper Number 18,
- Marine Corps Order P 8020.10A, "Marine Corps Ammunition Management and Explosives Safety Policy Manual" (for work perform at USMC installations)
- Automated Quality Assessment Planning System (AQAPS) outline reports for Preliminary Assessments
- Automated Quality Assessment Planning System (AQAPS) CD.
- DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994)
- DFARS 252.223-7003 Change in Place Performance-Ammunition and Explosive, (DEC 1991)
- DoD 4160.21-M, *Defense Material Disposition Manual.*
- DoD 4160.21-M-1, *Defense Demilitarization Manual.*
- DoD 4140.62, Management and Disposition of Material Potentially Presenting an Explosive Hazard.
- DoD 5100.76, *Physical Security of Sensitive Conventional Arms, Ammunition and Explosives.*
- DoD 4145.26, *DoD Contractor's Safety Requirements for Ammunition and Explosives.*
- OPNAVINST 3571.4, *Operational Range Clearance Policy for Navy Ranges*, dated 9 October 2009
- Operational Range Clearance Plans for individual ranges.
- NOSSA Instruction 8023.11 series, Standard Operating Procedures (SOP) Development, Implementation, and Maintenance for Ammunition and Explosives, dated 20 August 2004.
- Naval Facilities Engineering Command Guide Specification, NFGS-01450J (Quality Control), March 2000
- Federal Policy for Quality Systems (UFP-QS) - 2005
- ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs
- Installation Restoration Chemical Data Quality Manual, NFESC 1999
- EPA Requirements for Quality Assurance Project Plans (QA/R-5), EPA March 2000
- Guidance on Systemic Planning Using the Data Quality Objectives Process, QA/G-4, EPA Feb 2006
- Uniform Federal Policy for Quality Assurance Project Plans, EPA March 2005
- Department of the Navy Environmental Restoration Program Manual, DON Aug 2006
- CERCLA documents pertaining to the site.(As appropriate per site)
- Department of the Navy Environmental Restoration Program Manual, August 2006
- Range Identification and Preliminary Range Assessment (As appropriate per site)
- Environmental Impact Study (As appropriate per site)
- Environmental Impact Statement (As appropriate per site)

- Installation Comprehensive Land Use Plan (As appropriate per site)
- Regional Shore Infrastructure Plans (As appropriate)
- IRP Initial Assessment Study/Preliminary Assessment and other IRP reports related to the site
- Environmental Baseline Survey or Environmental Condition of Property (As appropriate per site)
- Integrated Natural Resources Management Plan (As appropriate per site)
- Operational Range Clearance Plans (As appropriate per site)
- Military Munitions Rule [Federal Register: February 12, 1997 (Volume 62, Number 29)]
- DoD Policy to Implement the EPA's Military Munitions Rule (July 1, 1998)
- DoD Directive 4715.11, Environmental and Explosives Safety Management on Department of Defense
- Active and Inactive Ranges within the United States
- DODD 4715.11E, Environment, Safety, and Occupational Health (ESOH) (March, 2005**)**
- Handbook on the Management of Munitions Response Actions, USEPA (Draft Final May 2005)
- Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA Section 120 (h) 42 U.S.C. Section 9620) and as amended by the SARA of 1986
- DoD Directive 4715.12, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Located Outside the United States.
- Community Environmental Response Facilitation Act, Public Law 102-426 (Oct 19, 1992)
- The National Oil and Hazardous Substances Pollution Contingency Plan, Part 300, Chapter 40, CFR
- USACOE, Military Munitions Center of Expertise, Technical Update for Munitions Constituents Sampling, March 2005
- USACOE, Conceptual Site Models for Ordnance And Explosives (OE) and Hazardous, Toxic, And Radioactive Waste Projects, Feb 2003
- USACOE, MEC Detection, Recovery, And Disposal Technology Assessment Report, Dec 2005
- USEPA, OERR, Guidance for Performing Preliminary Assessments under CERCLA, Publication 9345.0-01A (Sept. 1991)
- USEPA, Improving Site Assessment: Abbreviated Preliminary Assessments, Publication 9375.2-09FS (October 1999)
- USEPA, OERR, Guidance for Performing Site Inspections Under CERCLA, Directive 9345.1-05 (September 1992)
- USEPA, OERR, Improving Site Assessment: Combined PA/SI Assessments, Directive 9375.2-10FS, Quick Reference Guide Series (October 1999)
- USEPA Federal Facilities Remedial Preliminary Assessment Summary Guide, July 21, 2005
- USEPA Federal Facilities Remedial Site Inspection Summary Guide July 21, 2005
- USEPA Uniform Federal Policy for Quality Assurance Project Plans Manual, March 2005 USEPA SW 846 Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, Method 8330B Nitroaromatics, Nitramines and Nitrate Esters by High Performance Liquid Chromatography and Method 8321A Solvent Extractable Nonvolatile Compounds by High Performance Liquid Chromatography/Thermospray/Mass Spectrometry (HPLC/TS/MS) or Ultraviolet (UV) Detection. In addition example projects, procedures, guidance provided by Navy on UFP-QAPP for MEC/MPPEH and geophysical classification.
- MCO 11000.25A Installation Geospatial Information and Services (July 2013)
- OASD (EI&E) DoD Advanced Geophysical Classification Accreditation Program (DAGCAP) (April 11, 2016)

DoD Quality Systems Requirements for Advanced Geophysical Classification, version 1.0 (November 2015

Section D - Packaging and Marking

PACKING AND MARKING

D1 PREPARATION FOR DELIVERY

(a) 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.

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

D2 MARKING OF SHIPMENT

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

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

MARK FOR:
Contract Number _____
Contract Task Order Number _____
Item Number _____

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

D3 PROHIBITED PACKING MATERIALS

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

D4 CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS

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

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

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

D5 CLASSIFIED MATTER

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

D6 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 the site must have a Material Safety Data Sheet (OSHA 174 or equivalent.)

Section E - Inspection and Acceptance

*C: Construction
*CR: Cost Reimbursement

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
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5 *CR	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-12 *C	Inspection of Construction	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

E1 INSPECTION AND ACCEPTANCE (DESTINATION)

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

E2 ACCEPTANCE

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

E3 GOVERNMENT QUALITY ASSURANCE

In accordance with FAR 52.246-5 "INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)" clause, paragraph (c), each phase of the services rendered under this contract is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

E4 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government at a time designated by the Government, probably at monthly intervals to discuss overall management of the contract. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Government's representative and the Contractor’s representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing, to the Contracting Officer any areas of disagreement within 15 calendar days.

Section F - Deliveries or Performance

*C: Construction
*CR: Cost Reimbursement

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-DEC-2016 TO 13-DEC-2017	N/A	NAVFAC PACIFIC INSPECTOR OF RECORD ENVIRONMENTAL CONTRACTS BR 258 MAKALAPA DR STE 100 JBPHH HI 96860-3134 FOB: Destination	N62742
0002	14-DEC-2016	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0003	POP 14-DEC-2017 TO 13-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0004	14-DEC-2017	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0005	POP 14-DEC-2018 TO 13-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0006	13-DEC-2018	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0007	POP 14-DEC-2019 TO 13-DEC-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0008	13-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0009	POP 14-DEC-2020 TO 13-DEC-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742
0010	13-DEC-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62742

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I *CR	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F1 PLACE OF PERFORMANCE

The objective of this contract is for environmental munitions response actions, range sustainment, and environmental compliance and remediation services. The work may occur at sites worldwide located in the lands and waters of Continental United States (CONUS) and Outside Continental United States (OCONUS), including International Operations (IOP) supporting the U.S. Navy and Marine Corps within the geographic area cognizance of the Naval Facilities Engineering Command (NAVFAC) Pacific and Atlantic. The exact location of individual efforts will be designated on Contract Task Orders (CTOs).

F2 TERM OF THE CONTRACT

The base contract term shall be for a period of 12 months commencing on the date of contract award, with (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 Contract (Mar 2000). The entire term of the contract is a maximum of $235 million or five (5) years.

F3 DELIVERY OF DATA (CONTRACT TASK ORDERS)

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

F4 WORK SCHEDULE

(a) The Contractor shall arrange its work to minimize interference with the normal occurrence of Government business. All work schedules will be subject to negotiations during the CTO award process.

(b) Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the contractor shall notify the Remedial Project Manager (RPM) or the Navy Technical Representative (NTR) and affected tenants in writing, at least 15 calendar days in advance.

F5 CONTRACT PRE-PERFORMANCE CONFERENCE

A contract kick-off meeting will be held within 15 days after contract award. The Contractor Program Manager, the Contracting Officer and/or designated technical personnel will meet at a mutually agreeable time to discuss and develop mutual understandings concerning scheduling and administering work.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.204-0008 CONTRACT-WIDE: CONTRACTING OFFICER SPECIFIED ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified below:
ACRN Order

Specifice ACRN invoicing instructions will be provided on the ACRN worksheet in WAWF or by the Contracting Officer.

(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)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

TBD by task order

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

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

TBD by task order

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
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.
TBD by task order

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

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

TBD by task order

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

G1 <u>AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER</u>

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME:	MR. KRISTOPHER TOM
ADDRESS:	NAVAL FACILITIES ENGINEERING COMMAND PACIFIC (ACQ32) 258 MAKALAPA DRIVE, SUITE 100 JOINT BASE PEARL HARBOR-HICKAM, HI 96860-3134
TELEPHONE:	808-474-6476
EMAIL:	kristopher.tom@navy.mil

CONTRACT ADMINISTERED BY:

Naval Facilities Engineering Command Pacific (ACQ32)

Environmental Contracts Branch
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor-Hickam, HI 96860-3134

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

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
   a. All pre-award information, questions, or data;
   b. Freedom of Information inquiries;
   c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
   d. Arranging the post award conference (See FAR 42.503).

NAME: MR. KRISTOPHER TOM
ADDRESS: NAVAL FACILITIES ENGINEERING COMMAND PACIFIC (ACQ32)
258 MAKALAPA DRIVE, SUITE 100
JOINT BASE PEARL HARBOR-HICKAM, HI 96860-3134
TELEPHONE: (808) 474-6476
EMAIL: kristopher.tom@navy.mil

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

NAME: To be completed at time of award.
ADDRESS:

TELEPHONE:
EMAIL:

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: To be filled in at time of contract award.
Address: ----------

Phone: ----------

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: To be determined on individual task orders.
Address: ----------

Phone: ---

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
a. Liaison with personnel at the Government installation and the contractor personnel on site;
b. Technical advice/recommendations/clarification on the statement of work;
c. The statement of work for task orders placed under this contract.
d. An independent government estimate of the effort described in the definitized performance work statement;
e. Quality assurance of services performed and acceptance of the services or deliverables;
f. Government furnished property;
g. Security requirements on Government installation;
h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or task order), the Contractor shall promptly notify the Contracting Officer (or Ordering 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, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved.

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 Performance Work Statement (PWS) in the contract (or task order).

The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact. However, an Alternate COR (ACOR) may be assigned by the Contracting Officer to assist the COR in executing inspection and monitoring duties wherein the surveillance and monitoring burden of the contract is significant. The ACOR s will be appointed in writing citing the applicable task order number(s), as required. The COR is responsible for executing inspection and monitoring duties. The COR will be appointed in writing citing the applicable task order number(s), as required.

The Contracting Officer shall appoint a COR in writing for this contract at time of award. The Contracting Officer may also appoint in writing, multiple and/or an alternate COR to perform the responsibilities and functions of the COR. In general, multiple CORs will be necessary where performance occurs in multiple, geographically-disparate places of performance, or where the complexity of the contract is such that assigning a single COR is insufficient in meeting the requirements to oversee and manage the contract effectively.

COR Name: To be filled in at time of contract award.
Address: ---

Phone: ---

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: To be filled in at time of contract award.
Address: ---

Phone: ----------

6. At the CTO level, the appointed COR and/or the Alternate COR (ACOR) is responsible for providing technical assistance and support to the contract COR by:
a. Identifying contractor deficiencies to the contract COR;
b. Reviewing contract/task order deliverables and recommending acceptance/rejection of deliverables;
c. Identifying contractor noncompliance of reporting requirements;
d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
e. Reviewing contractor reports providing recommendations for acceptance/rejection;
f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
g. Providing contract COR with timely input regarding the PWS, technical direction to the contractor and recommending corrective actions; and
h. Providing written reports to the contract COR as required concerning trips, meetings or conversations with the contractor.

Name: To be determined on each task order.
Address: ----------

Phone: ----------

7. ORDERING OFFICER is responsible for:
a. Requesting, obtaining, and evaluating proposals for orders to be issued;
b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
c. Obligating the funds by issuance of the delivery/task order;
d. Authorization for use of overtime;
e. Authorization to begin performance; and/or
f. Monitoring of total cost of task orders issued.
The following limitations/restrictions are placed on the Ordering Officer:
a. Type of order issued is limited by this contract to ---------- pricing arrangements;
b. No order shall be placed in excess of $---------- without the prior approval of the PCO; and/or
c. No order shall be placed with delivery requirements in excess of ----------.

Name: Ordering Officers will be appointed per task order on an as need basis.
Address: ----------

Phone: ----------

G2 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 instruction 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 PWS;

(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 limitation 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 (task order) or has otherwise resolved the issue.

G3 FIXED FEE DETERMINATION AND PAYMENT (ONLY APPLICABLE TO CPFF TASK ORDERS)

Fixed fee will be proposed on individual task orders, and it shall not exceed the rate established in Attachment JL.4.

(a) Types of Task Orders (hereafter referred to as TOs) –

The following types of task or delivery orders may be issued under this contract:
(*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., number of acres of vegetation to clear and removal of MEC).
(*) A cost-plus-fixed-fee (CPFF) term (level of effort) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

Both completion and term (level-of-effort) type orders may be issued under this contract. It is anticipated that the overwhelming preponderance (estimated 95%) of task orders will be completion. The Request for proposal issued for each TO will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the Contractor shall attempt to resolve the matter through the negotiation process.

(b) Fixed Fee Pool - The fixed fee pool for individual task orders will consist of the total fixed fee to be paid to the prime Contractor and all cost reimbursement subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON A TASK ORDER INVOICE SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) Computation of Fee - The percentage of the fee applicable to orders will be accordance with the fee percentage proposed for the individual task order. Fixed fee will not be allowed on the following:

(1) Travel

(2) Contractor –Acquired Property
(3) Facilities Capital Cost of Money (FCCM)
(4) Special locality excise taxes

(d) Completion Task Orders- An estimated level of effort (labor) , material , equipment and all other indirect and other direct costs shall be negotiated for each completion task order. The estimated level of effort is established for the purpose of determining the estimated cost and the amount of fixed fee payable on the order and for tracking to the level of effort established in the contract, it is not construed as a performance requirement If the task(s) required under a order is completed and the cost is less than that negotiated (under run), the contractor is entitled to full payment of the fixed fee specified in the order and the estimated cost of the task order may be reduced to recover excess funds (see exceptions provided under paragraph (d)(1) below). If the task required under a particular TO can't be completed within the negotiated estimated cost (an overrun situation), the Government may elect to increase the estimated cost with the no additional fee allocation.

(1) When it is determined that the total cost of performance of the task order is expected to be substantially less than what was originally estimated, the contractor shall notify the Contracting Office. If this under run is due to a significant decrease in the level of effort and/or time required to perform the tasks from what was originally negotiated and expected, the Government may request continued work (additional acreage clearance, etc.) without any additional increase in fee.

(e) Term Task Orders-Level of Effort - It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any term task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any category which may be required and provided for under an individual task order. Accordingly, in the performance of any task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

(1) In the event that less than 100% of the established level of the TO effort (or said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the TO, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established level of effort (or of the fee bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort (or the fee-bearing portion of the last upward revision).

(2) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Ordering Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The Government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. .

(f) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the task order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications (identified below in paragraph (f)) required by this clause are separate and distinct from any specified in either the "Limitations of Cost" or "Limitation of Funds" clause.

(g) Payment of Fixed Fee – The Government will make provisional fixed fee payments to the contractor as work progresses and as billed under monthly invoices. Requests for provisional fee payments must be consistent with

the information stated hereto in the Contract and as provided under individual task orders. The Government will issue completion and term task orders. Provisional fee payments for these task orders will be made as follows:

(1) Term Task Order- provisional fixed fee payments for term task orders will be calculated and paid base on a fixed rate per labor hour estimated and expended as shown in the following sample:

Task Oder estimated cost $100,000
Level of effort- 1,000 hrs.
Fixed fee percent established in the Contract- 7%

$100,000 times 7% = $7,000
$7,000 divided by 1,000 hrs. = $7.00 fee/per labor hour

Language substantially the same as the following will be incorporated in the task order schedule for payment of fixed fee:

"The fixed fee for work performed under this contract is $7,000 provided that approximately 1,000 hours of technical effort are employed by the contractor in performance of this task order. If substantially fewer than 1,000 hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of $7.00 per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or $100,000, whichever is less, to protect the Government's interest. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment."

(2) Completion Task Order- Fee will be paid monthly based on a percentage of physical or financial completion of each task order. The lower percentage of physical or financial completion will be used to determine interim payment of fixed for each task order. The Government will review progress reports to verify that progress is commensurate with the fee requested by the contractor. Progress and fee requested will also be compared against incurred costs invoiced, to determine if there are any significant under runs or overruns. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment."

Fixed Fee will be proposed under individual task orders. Fixed fee will not be allowed on the following:

(1) Travel
(2) Contractor –Acquired Property
(3) Facilities Capital Cost of Money (FCCM)

Additionally, no fee markup is allowed by Cost Reimbursable Subcontractors. The fixed fee will consist of the total fixed fee pool for each task order and will include the total fee to be paid to the prime Contractor and all cost reimbursement Subcontractors. Subcontractor fee will not be billed as a separate direct cost on the voucher submitted by the Contractor to the Government, but will be paid to the Subcontractor by the Prime Contractor from the fee billed from the fixed fee pool. For clarification purposes, the following example is provided for fee calculation:

COST REIMBURSABLE SUBCONTRACTOR

Labor		$1,000
Labor Overhead	50%	$ 500

Subtotal	$1,500
Material	$1,000
Fixed Price Subcontractor	$ 100
ODC	$1,000
G&A 10%	$ 360
Subtotal	$3,960
Total Fixed Fee 0%	$ 0
Total Subcontractor Cost	$3,960
PRIME CONTRACTOR	
Labor	$1,000
Labor Overhead 50%	$ 500
Subtotal	$1,500
Material	$1,000
Fixed Price Subcontractor	$1,000
Cost Subcontractor	$3,960
ODC	$1,000
G&A 10%	$ 846
Subtotal	$9,306
Total Fixed Fee 10%	$ 930*
TOTAL	$10,236

Total Fixed Fee of $930 will be paid directly to the Prime for allocation to any cost reimbursable team Subcontractors.

G4 <u>NOTIFICATON REQUIRED UNDER LIMITATION OF COST AND LIMITATION OF FUNDS CLAUSES (ONLY APPLICABLE TO CPFF TASK ORDERS)</u>

LIMITATION OF COST, FAR 52.232-20, and LIMITATION OF FUNDS, FAR 52.232-22, incorporated by reference in Section I, are applicable to each task order individually. Limitation of Cost applies if the task order is fully funded at the time of issuance. Limitation of Funds applies if the task order is incrementally funded. "Task Order" is substituted for "Schedule" wherever that work appears in the clauses. The contractor shall notify the Contracting Officer in writing whenever it has reason to believe:

(a) For LIMITATION OF COST:

(1) The costs the contractor expects to incur under the task order in the next 60 days (unless varied in task order) when added to all costs previously incurred, will exceed 75 percent (unless varied in the task order) of the estimated cost specified in the task order.

(2) The total cost for performance of the task order, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(b) For LIMITATION OF FUNDS:

(1) The costs the contractor expects to incur under the task order in the next 60 days (unless varied in task order) when added to all costs previously incurred, will exceed 75 percent (unless varied in the task order) of the estimated cost specified in the task order.

(2) Sixty (60) days (unless varied in the task order) before the end of the period specified in the task order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the task order.

NOTE: Notification requirements aspects of LIMITATION OF COST and LIMITATION OF FUNDS are restated here for emphasis. Other aspects of these clauses, incorporated by reference in Section I herein, which are not restated above remain in full force and effect as if provided in full text.

G5 SUBMISSION OF INVOICES AND REQUIREMENTS FOR APPROVAL

(a) The Contractor shall submit payment requests and receiving reports using the Wide Area Work Flow (WAWF) online system in accordance with NFAS clause 5252.232-9301 for both FFP and CPFF Task Orders.

(b) The following is applicable for CPFF Task Order Invoices:

Vouchers requesting interim payments under this cost reimbursable contract shall be submitted once a month. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice, except for adjustments to annual indirect rates, which will be ascertained at time of audit. The Contracting Officer may disallow charges older than 90 days.

Incurred cost vouchered shall be in accordance with FAR 52.216-7 ALLOWABLE COST AND PAYMENTS. (Cost Reimbursable subcontractor invoices must contain the same format and level of detail specified for the prime). The invoice shall contain a summary section for the contract as a whole and for each contract task order. Billing data shall show current and cumulative total to date for each cost element. Detailed summaries for contract task orders shall report billing data for all cost elements to the second WBS level. The following minimum detail is required at the second WBS level, at the CTO summary level, and the contract summary level unless otherwise directed by the Contracting Officer.

(1) Contract Number and Invoice Number (numbered sequentially from “1”).

(2) CTO Number, project title and brief description of work.

(3) Direct Labor. Provide regular and premium direct labor hours specifying labor category and labor hours used. Provide an alphabetical listing by employee including: a record of time worked showing the name of the individual, labor classification for function performed, hours worked, hourly rate paid and total paid to each individual. Current labor charges must be able to be substantiated by individual daily job time cards.

(4) Material. Charges are to be substantiated by evidence of actual payment and shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. This shall include a brief but specific explanation of current charges.

(5) Subcontract. Provide an information copy of each invoice and identify the period of performance. Provide a list summarized for each vendor that shows the vendor’s name, amount billed, and date paid. For cost reimbursement subcontracts, show the amount of fixed fee separate from the cost of performance.

(6) Travel, Relocation and Per Diem. Reimbursement of travel costs will be in accordance with the Joint Travel Regulation (JTR) as determined applicable by the Contracting Officer. Reimbursement of relocation costs will be in accordance with FAR Subpart 31.2. Current travel amounts are to be supported with expense reports and receipts and the following data for each trip: (i) dates of travel; (ii) mode of transportation and cost; (iii) point of origin; (iv) destination; (v) name of traveler; (vi) reason for travel; and (vii) per diem rates.

(7) Other Direct Costs (ODC). Provide a list summarized per ODC category that shows the vendor's name, amount billed per vendor, and date paid. This list shall be supported by a copy of the receipt, if applicable. For in-house effort, show how the cost was computed.

(8) Facilities Costs.

(9) Equipment. Identify and segregate the costs associated with Contractor-Acquired equipment, rental equipment and Contractor-Owned equipment (expensed using an equipment usage rate). Provide a list summarized for each vendor which shows the vendor's name, amount, billed, and date paid. The list shall reflect the period of performance and shall be supported by a copy of receipts or subcontractor invoices for the charges.

(10) Transportation and Disposal Costs.

(11) Indirect Costs. Identify rates, bases, and amounts.

(12) Fixed Fee Paid.

G6 INVOICING PROCEDURES FOR UNCOMPENSATED OVERTIME

(a) The contractor hereby warrants that billing under this contract shall be based upon their Defense Contract Audit Agency (DCAA) approved procedures for uncompensated overtime and that it will achieve any reductions of the 40 hour work week salary rate for exempt personnel as included in its proposal. Reconciliation to the expanded average work week (and reduced average hourly rate) shall be accomplished annually. The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause.

(b) The contractor and subcontractor(s) shall provide and maintain a cost accounting system acceptable to the DCAA, which records all hours worked (in excess of 40 hours per week) for all types of contracts and for all customers consistent with approved Cost Accounting Standards. In addition, all hours shall be burdened and shall be in the base for allocation of overhead and general administrative expenses.

(c) Within 45 days after completion of each annual period of performance, the contractor shall submit reports showing the aggregate percentage reduction in billing rates due to the expanded work week for the performance period. In the event that such actual reduction is less than the reduction proposed, the cost attributable to that difference will be disallowed by the contracting officer or taken out of subsequent award fee payments.

(d) The contractor hereby agrees to provide the following breakdown with invoices:
A list of all individuals direct-charged, with each individual's name, contract (or subcontractor) labor category, Government labor category, current and cumulative labor hours by individual, as well as the number of regular hours (based on a 40 hour work week) and the number of hours worked in excess of 40 hours per week.

G7 STAFFING/PHASE-IN

Contract task orders may be issued on the date the contract becomes effective. The contractor is required to be fully staffed and operational 45 days after the effective date of the contract. The contractor shall provide a balanced work force as needed to accomplish work required under contract task orders issued.

G8 TRAVEL COSTS

(a) Travel Policy. Generally the Government will reimburse the Contractor for all allowable, allocable and reasonable travel costs 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 relocation, 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 reimbursed. 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) Certificates of Non-Availability (CNAs) for Official Travel. The contractor is responsible to obtain lodging at Bachelor Officer Quarters (BOQs) and Bachelor Enlisted Quarters (BEQs), when applicable. If lodging is not available through the BOQ/BEQ system, the contractor must obtain a Certificate of Non-Availability for reimbursement of hotel charges. CNAs must be submitted as backup documentation with invoices.

(3) One Day Travel (Overnight Stay Not Required) Beyond 50 Miles Radius. When the period of official travel is 24 hours or less, but exceeds the employee's regular work day by greater than two hours, transportation and meals and incidental expenses (M&IE) will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR. Allowable reimbursement for M&IE may be prorated as provided in the JTR.

(4) 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 reimbursed, 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 reimbursed for the distance that exceeds the employee's regular commuting distance.

G.9 TASK ORDER ISSUANCE PROCEDURES

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

1. GENERAL

(a) When the Government requires work under the contract, the Government will initiate the Request for Proposal (RFP) process. The RFP will normally be transmitted electronically by email but may be placed via mail, telephone, facsimile, or other electronic means.

(b) Task Orders (TO) will be awarded on DD Form 1155 (Order for Supplies or Services). The TO will normally be transmitted electronically by email but may be placed via mail, telephone, facsimile, or other electronic means.

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

(d) Each TO shall include as a minimum:

(i) Contract / TO number and Type of Task Order (FFP or CPFF)
(ii) Award Date
(iii) Award Amount
(iv) Contract item number and description of the specified work required (including a designation of whether work includes incidental construction), quantity, and unit price or estimated cost.

(v) Delivery or performance schedule.
(vi) Place of performance.
(vii) Any packaging, packing, and shipping instructions.
(viii)Accounting and appropriation data.
(ix) Method of payment and payment office.
(x) Any other pertinent information (such as applicable Service Contract Act and Davis-Bacon Act wage determination).

(e) Modifications to TOs will be issued on Standard Form (SF) 30.

(f) The contractor must notify the ordering officer in writing within two (2) business days of RFP issuance when a contractor elects not to submit on a particular TO requirement and state the reasons why.
Failure to provide this notification may impact future consideration for TOs and exercise of an option.

(g) In accordance with FAR 16.505(a)(9)(i), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a TO 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.

2. COMPETITION

(a) Competition for issuance of all TOs is limited to those awardees under this contract. All awardees will be given a fair opportunity to be considered for each TO unless the Contracting Officer applies one of the exceptions noted below. Upon determining the need to issue a TO, all awardees will be considered equally against the stated criteria.

(b) Unless one of the exceptions noted below applies, each TO will be awarded, as a result of competition, to the contractor whose offer is the most advantageous to the Government considering the criteria specified.

(c) The Contracting Officer reserves the right to make award of a TO without competition based upon one of the circumstances described below or if a statute expressly authorizes or requires that the purchase be made from a specific source.

(i) The agency need for the supplies or services are so urgent that providing a fair opportunity would result in unacceptable delays;
(ii) 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;
(iii) 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;
(iv) A statute expressly authorizes or requires that the purchase be made from a specific source; or
(v) It is necessary to place an order to satisfy a minimum guarantee.

3. REQUIREMENT FOR PROPOSALS

(a) TOs will be issued as Cost Plus Fixed Fee (CPFF) or Firm Fixed Price (FFP). Each TO will be subject to applicable clauses and provisions, as set forth in this Contract. All TOs are subject to the terms and conditions of this contract. In the event of conflict between a TO 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 TO solicitations and awards.

(b) TO may be awarded on the basis of price only; low price technically acceptable (LPTA); or TOs may be awarded on the basis of Best Value: Tradeoff Process. The basis for award will be stated in each proposed TO. Whenever possible, award will be made without discussions. If discussions are required, each contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a

competitive range. 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.

(c) After the selection of an apparent awardee, the Government reserves the right to issue a unilateral TO directing a contractor to perform a particular project within the scope of the contract. In all such cases, contractors are obligated to perform the work required in accordance with the terms and conditions of the contract.

(i) In accordance with FAR 15.506(a)(2), the ordering officer will conduct post-award debriefings within five (5) days after the receipt of the written request from the respective contract holder.

(d) Price: Each proposed FFP TO will indicate the detail of pricing information to be provided. Normally, a competitive proposed TO will require only a lump sum or unit price offer, but the Contracting Officer reserves the right to obtain a more detailed cost breakdown of labor, materials, equipment, overhead, and profit at any time. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Cost: For each proposed CPFF TO the following shall be provided: (1) A detailed cost estimate showing direct and indirect costs. Additional backup cost data shall be provided as appropriate. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as fee and shall cover all work involved in the project. (2) Dollar amount and type of proposed subcontracts. (3) Total estimated cost-plus-fixed fee.

(f) Direct Labor Rate Ceilings - For CPFF task orders, the contractor shall not exceed the direct labor hourly ceiling rates provided in Attachment JL.1, for the respective ordering period, to build its cost proposal. These ceiling rates are the maximum allowable rates that can be proposed or charged under task orders. These are not bid rates. Labor rates proposed for individual task orders may be less and should be in accordance with the offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. However, bid rates shall not exceed the maximum ceiling rates established in the contract under JL.1. Additionally, the bid and bill rates for SCA and DBA categories shall be equal to or greater than the minimum wage determination rates specified in the DOL Wage Determination incorporated in the task order, but shall not exceed the maximum percent proposed in Attachment JL.5.

(g) Indirect Ceiling Rates - For CPFF task orders, the contractor shall not exceed the indirect ceiling rates provided in Attachment JL.4, for the respective ordering period, to build its cost proposal. The indirect ceiling rates established in JL.4 will be the maximum allowable rates that can be proposed or billed under task orders issued during the ordering period of any contract awarded as a result of this solicitation. These are not bid rates. Indirect rates proposed for individual task orders may be less and should be in accordance with the offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, should actual rates experienced during performance of the contract be lower than the ceiling rates shown, actual rates will be billed.

4. SELECTION CRITERIA

In addition to price or cost, other factors such as past performance, quality, timeliness, subcontracting goals, or special expertise may be determined relevant for award under a particular TO by the Contracting Officer. The rating scheme and definitions will be stipulated on the individual TO.

G.10 PAYMENT (ONLY APPLICABLE TO FIRM FIXED PRICE ORDERS)

In accordance with FAR 52.232-32 and 52.232-16, performance based payments and progress payments, respectively, will be allowed as indicated on individual firm fixed price task orders.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9300, ORGANIZATIONAL CONFLICTS OF INTEREST (ALTERNATE I) (JUN 1994)

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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.

H1 NOTICE OF NON-ALLOWABILITY OF DIRECT CHARGES FOR GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT OR SYSTEMS

(a) Notwithstanding the ALLOWABLE COST AND PAYMENT clause (FAR 52.216-7) of Section I, costs for the acquisition and use of Information Technology Equipment or Systems shall not be considered as an allowable direct charge to this contract.

(b) A definition of Information Technology Equipment or Systems can be found in FAR 2.101.

(c) Contractors are expected to have the necessary facilities to perform the requirements of this solicitation/contract.

H2 PROPOSAL PREPARATION COSTS

The costs for preparation of cost proposals and technical proposals and for various administrative costs applicable to all contract task orders will not be allowed as a direct charge under this contract. Additionally, the Government will not issue a separate task order for overall Program Management. Program Management should be captured and charged under individual task orders. The Contractor shall not assume that all the Program Management Key Personnel listed in the PWS will be budgeted for each task order. The locations, quantities, and frequency of the work cannot be predetermined and may vary throughout the course of the contract.

H3 PROFESSIONAL LABOR RATES AND ESCALATION CEILINGS (ONLY APPLICABLE TO CPFF TASK ORDERS)

The labor categories and direct labor hourly ceiling rates identified in Attachment JL.1 will become a part of the contract. The “base hourly rate” including any adjustments for uncompensated overtime in Attachment JL.1 will be utilized for negotiation of task orders/modifications.

For CPFF task orders, the contractor shall not exceed the direct labor hourly ceiling rates provided in Attachment JL.1, for the respective ordering period, to build its cost proposal. These ceiling rates are the maximum allowable rates that can be proposed or charged under task orders during the respective ordering period. These are not bid rates. Labor rates proposed for individual task orders may be less and should be in accordance with the offeror’s disclosed estimating system practices and, if applicable, forward pricing rate agreements. However, bid rates shall not exceed the maximum ceiling rates established in the contract under JL.1.

Where it is determined necessary to utilize a specific individual on this contract whose actual labor rate exceeds the established ceiling, the Contractor will be required to obtain prior written approval by the Contracting Officer. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate.

All ceiling provisions will apply to the prime contractor as well as each cost reimbursable subcontractor.

H4 SERVICE CONTRACT ACT AND DAVIS-BACON ACT WAGE CEILING (ONLY APPLICABLE TO CPFF TASK ORDERS)

(a) SCA Wage Determinations and Davis-Bacon Act (DB) Wage Determinations shall be incorporated into applicable Contract Task Orders. Any labor categories used during contract performance that are covered under the SCA or Davis-Bacon Act, and are not listed in the applicable wage determination, shall be subject to conformance procedures.

(b) The minimum rates as set forth in the applicable wage determinations plus the percentage proposed in Attachment JL.5, Service Contract Act and Davis-Bacon Act, establish maximum ceilings for construction and service direct labor rates during the contract period of performance. The bid and bill rates for SCA and DBA categories shall be equal to or greater than the minimum wage determination rates specified in the DOL Wage Determination incorporated in the task order, but shall not exceed the maximum percent proposed in Attachment JL.5.

The contractor may use any employees whose wage rates do not exceed the ceiling rate for the particular trade. If the contractor proposes to use an employee whose salary rate exceeds the ceiling, he must justify the cost effective nature of his choice and obtain approval from the Contracting Officer. This decision will be made during negotiation of the contract task order.

H5 HAZARDOUS DUTY PAY DIFFERENTIAL INTERPRETATION BY CONTRACTING OFFICER

For 8% and 4% Hazardous Pay Differential
- Applicable to UXO personnel only.
- Differential will be applied to the nearest whole hours.

The 8% differential will apply to the following activities:
- Surface clearance activities.
- Subsurface clearance activities.
- Demolition operations.
- Initial MPPEH inspection of scrap.

The 4% differential will apply to the following activities:
- Anomaly avoidance activities.
- Escort activities.
- Reconnaissance activities.
- Scrap re-inspection, certification (compound area).
- Explosives transportation and inspection.

There will be a 0% differential for the following activities:
- Office work.
- Safety Briefings.
- Travel to and from the site.
- Equipment maintenance.
- Rest breaks.

The Hazardous Pay Differential (HPD) as defined under the SCA Wage Determination No. **2005-2153 Rev 21** is an 8% differential applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder, all dry-house activities involving propellants or explosives, demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials and all operations involving regarding and cleaning of artillery ranges. A 4%differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and

incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used, all operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

H6 CEILING INDIRECT RATES (ONLY APPLICABLE TO CPFF TASK ORDERS)

The ceiling indirect rates for the base and option years submitted with the proposal as Attachment JL.4 will become a part of the contract. Should actual indirect rates experienced during performance of the contract be lower than those shown in Attachment JL.4, actual rates will be charged in lieu of the maximum rates. All ceiling provisions will apply to the prime contractor as well as each cost reimbursable subcontractor and the applicable ceiling rates will be included in the contract resulting from this solicitation.

If during the course of this contract, there is a statutory change in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., the ceiling established herein will be adjusted accordingly. Additionally, should there be a substantial increase in health insurance expenses not caused by a change in the basic coverage; the Contractor may request that the established ceiling be modified to accommodate the increase. This shall apply to both prime contractor and first-tier cost reimbursable subcontractors. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer.

If a mandatory increase in Health and Welfare Benefits is imposed by state or local governments for SCA covered employees, the ceiling established for the indirect rate will be adjusted accordingly prior to the exercise of each option period, only if the Contractor's Health and Welfare Benefits are included in its indirect rate pool, in accordance with its disclosed accounting practices. Additionally, if any Health and Welfare Benefits are increased for any employee as mandated by state or local governments, the ceiling established for the indirect rate will also be adjusted accordingly.

H7 HOLIDAYS

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

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

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

H8 NOTICE OF CONSTRUCTIVE CHANGES

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

H9 DFARS 228.102-1 PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION CONTRACTS

The requirement for performance and payment bonds is waived for cost-reimbursement contracts. However, for cost-type contracts with fixed-price construction subcontracts over $35,000, require the prime contractor to obtain from each of its construction subcontractors performance and payment protections in favor of the prime contractor as follows: (1) For fixed-price construction subcontracts over $35,000, but not exceeding $150,000, payment protection sufficient to pay labor and material costs, using any of the alternatives listed at FAR 28.102-1(b)(1); (2) For fixed-price construction subcontracts over $150, 000 - (i) A payment bond sufficient to pay labor and material costs; and (ii) A performance bond in an equal amount if available at no additional cost.

H10 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY

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

H11 SECURITY WARNING

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

NOTE: The prospective contractor's attention is particularly invited to FAR 52.204-2 "Security Requirements (Aug. 1996)" Alternate II (Apr 1984*)*.

H12 DIRECTIVES

Applicable directives, instructions, and regulations are Section J List of Attachments. This list is not all inclusive.

H13 REQUIRED INSURANCE

(a) Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amount specified below in accordance with the FAR 52.228-7, "Insurance -- Liability to Third Persons (Mar 1996)" clause. This insurance must be maintained during the entire performance period.

COVERAGE

Comprehensive General Liability: $500,000

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

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

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

Other as required by state law.

(b) Above insurance coverage are to extend to Contractor personnel operating Government owned equipment and vehicles.

(c) The Certificate of Insurance shall provide for thirty (30) days written notice to the Procurement 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.

H14 REGULATORY REQUIREMENTS OUTSIDE UNITED STATES JURISDICTION

Remediation actions may be performed in areas which are within the jurisdiction of the United States and its territories. Such factors as environmental regulations and prevailing labor wages and other operations of law will fall under the jurisdiction of the location in which the work will be performed. It shall be the responsibility of the contractor to be in compliance with all applicable local laws and regulations as well as those of the United States.

H15 RELEASE OF INFORMATION

(a) The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of either the Procurement Contracting Officer or the Administrative Contracting Officer, as applicable.

(b) For the purpose of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.

(c) Two copies of any information proposed to be released must be submitted to the Contracting Officer for security and policy review and clearance 45 days prior to release.

Information copies will be sent to the Procuring Contracting Officer, Administrative Contracting Officer COR and ACOR, as applicable.

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

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

H16 EXPERT TESTIMONY SERVICES

(a) During or subsequent to the performance of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site-specific activities or other matters, with regard to which

personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Such efforts shall be considered within the scope of this contract if expert testimony is required during the performance period of the contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the Contractor took at the site.

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

H17 ANALYTICAL LABORATORIES

Unless otherwise specified in the Contract Task Order, analytical laboratory quality control procedures shall be in accordance with DoD Quality Systems Manual for Environmental Laboratories and U.S. Environmental Protection Agency and state agency requirements.

H18 INDEMNIFICATION

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

H19 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

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

H20 SPECIAL PATENT REPORTING REQUIREMENTS

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

H21 Contract Management System (CMS). The Contractor shall utilize a CMS which shall be an effective, integrated system to manage each Task Order for: (1) planning and scheduling; (2) cost estimating, budgeting, and accounting; (3) quality assurance; (4) procurement material management; and (5) other required contract reports. Data within the CMS must be progressed at a minimum once per month to coincide with data transfers and generation of monthly progress reports. The Contractor shall have capability to transfer information such as submittals which are in excess of 5MB via a File Transfer Protocol (FTP) server or similar. The FTP server shall have a secure firewall and restricted access, and documents shall be password protected. Program management and project management personnel shall have access to and utilize the CMS in order to ensure real-time project management.

H22 Monthly Status Reports.

(a) The Contractor shall prepare monthly progress reports. The reports will be due for all active Task Orders on the 10th calendar day of each month, or as agreed to with the Contracting Officer. All Task Order progress reports shall be submitted electronically. The purpose of these reports is to apprise the Government of the status of the

individual projects and the overall program and to call attention to any departures from the applicable management and work plans. The technical sections shall provide baseline schedules for performing work and monitoring progress; shall document the milestones/tasks that have been accomplished and upcoming milestones/tasks for next reporting period; and shall document any safety issues and corrective actions taken during the status period. The financial sections shall provide a baseline for planned expenditures for the total project and for each Task Order, and monitor actual expenditures against the baseline to assess the financial status of the project.

(b) Summary Progress Report. The executive level summary progress report shall consist of the pertinent technical and financial information for the reporting period. Its focus shall be the Contractor's overall effort on all Task Orders, highlighting key activities and any deviations from planned schedules and budgets. The report shall be submitted to the KO, and COR.

1. Technical. This section shall consist of a concise, executive level summary of all technical activities performed under the contract during the reporting period. The summary shall highlight the progress achieved under each project. Specific areas of interest shall include issues/unexpected delays/accelerations encountered during the reporting period and corrective actions taken, a statement of activity anticipated during the subsequent reporting period, and a schedule showing accomplishments versus planned activities. The report shall include any changes of key personnel concerned with the project.

2. Financial. This section shall provide the following information:
   - (a) CTO budgets
   - (b) Cumulative invoiced amounts
   - (c) Available estimated costs for cost task orders or remaining funds for fixed price task orders
   - (d) Estimated costs to complete ongoing cost task orders
   - (e) Estimated budget variances and a plan for corrective actions, if applicable, for cost task orders
   - (f) Cost saving initiatives implemented during the reporting period for cost task orders

3. Subcontracts. This section shall list all subcontracts awarded monthly by title, contractor, their function on the task order, and dollar value.

(c) Contract Task Order Progress Reports (CTOPR). The Task Order Progress Reports shall contain technical and financial summaries for each Task Order and shall be submitted to the responsible COR/ACOR, or as indicated by the Contracting Officer. Prior to the start of field work, the Contractor and COR should discuss the requirements for the CTOPR as the data required will vary by project. Specific types of information may be provided in text or graphical form or detailed using maps as agreed upon by the Contractor and the COR. The following are the minimum requirements to be provided in the CTOPRs:

1. Costs (for cost plus fixed fee Task Orders only). Site-specific financial status reports shall contain detailed cost summaries for each active Task Order. They shall compare planned versus actual expenditures for all standard tasks. The reports shall contain tabular and graphical summaries (to allow comparison of planned versus actual costs as well as projected costs). In addition, the reports shall contain six month cost projections and explain any variances in a narrative detailed summary. In spreadsheet format, indicate total hours and funds authorized. Separate labor, materials, and travel. Show the current month/week and cumulative expenditures in both dollars and hours (for labor). Indicate both numerical balance and percentage of total remaining for hours and dollars. Expenditures shall be reported as accrued/incurred, and do not necessarily have to be paid. Notes shall be used to explain pertinent facts that are not apparent within the spreadsheet. If subcontractors are used, then their expenditures need to be included in this section.

2. Progress (for all Task Orders). By tasks or sub-tasks, if appropriate, indicate level of completion. Include supporting data (e.g., number of grids investigated/cleared, actual versus planned). Include a graph that depicts a

cumulative summary by month of the percentage of costs budgeted, the percentage of costs expended, and the percentage of work completed. Include any photographs taken of field activities during the reporting period.

3. Schedule (for all Task Orders). Include a project schedule prepared in MS Project or similar software. Indicate changes from baseline schedule and explain deviations. Schedules should be provided as original file and as a pdf.

(d) Discussion of Issues Relating to Project Expenditures and Work Progress.

a. Notice of 85% of expended funds, or other percentage expended, as required by contract clauses.
b. Discussion of ability to complete the project within funds currently authorized. (Cost Task Orders)
c. List/status of pertinent correspondence related to the project.
d. List/status of deliverables and dates submitted.
e. Discussion of any issue that impacts completion of project on schedule (all task orders) and within budget (cost task orders).
f. Discussion of safety issues or corrective actions taken to respond to issues/changes to the project.
g. Status of previously submitted invoices (e.g. date of last invoice, paid/unpaid status)

(e) Field Information. The following is typical of what may be included in the CTOPR, as agreed upon with the COR

1. Statistical Data. (1) Total area completed to date using reference identifiers (IDs) (grids/transects/lots) versus Total area in the Task Order to be completed; (2) Areas using reference IDs that passed/failed quality control (QC) during the status period and to date; (3) Areas using reference IDs that passed/failed quality assurance (QA) during the status period and to date ; (4) Rework areas using reference IDs that were resubmitted for QC and QA inspection during the status period; (5) what processing location (RHA, ODS, etc) was used and amount of range debris sent to each location from ORC/clearance activities during the status period and to date; (6) number of MEC (UXO, DMM, MC) items discovered along with their GIS coordinates during the status period and to date; (7) table and GIS map of UXO item locations and status (BIP or no BIP to date); (8) detailed information on BIPs including amount and type of demo material used, dates, personnel involved, etc.; (9) number and type of MPPEH items removed during the status period and to date per reference ID; (10) weight and types of small arms munitions removed during the status period and to date per reference ID; (11) weights and types of other range (munitions associated) debris, if applicable, removed during the status period and to date per reference ID; (12) amount of range (munitions associated) debris processed including weight, type of debris, all process documentation, and payments made/received for disposal/recycling and (13) completed sampling and location of sampling during the status period and to date.

2. Significant Comments. Include comments relating to, but not limited to, type of UXO or MPPEH located, location of teams by grid/transect/lot numbers, sampling locations, visitor logs, range debris processing, any shipments from processing or other corrective actions, QC/QA reports, safety issues and demolition operations.

3. Detailed listing of UXO. Provide a list of UXO located during the month by grid/transect/lot, its location (coordinates), depth and orientation, and its disposition. Include a summary of all UXO cleared to date by ordnance type.

4. Results of daily safety inspections.

5. Personnel on Site (To be provided on cost plus fixed fee Task Orders). List each contract person on site by name, position, and workday. List employee absences and associated explanations. Summarize workers and total number of man-hours expended during week by job category.

(f) Exposure Data.

a. Number of lost workday accidents, during the reported month/week and cumulative for the task order.
b. Number of lost workdays due to on-the-job accidents during the reported month/week and cumulative for the task order.

c. Number of property damage accidents (includes vehicles) in which property loss value is $2,000 or more, during the reported week and cumulative for the task order.

(g) Detailed Cost Report. A detailed historical cost report, due upon request, showing all direct and indirect costs, including material, labor, equipment, subcontract and overhead costs.

H23 Contractor Registration and Licensing Requirements for Task Orders in Japan

Task Orders under this contract may be awarded and performed in the country of Japan and may involve incidental construction. Contractors must be duly authorized to operate and conduct business in Japan and must fully comply with all laws, decrees, labor standards, and regulations of Japan during the performance of any task order in Japan. Prior to award of any task order in Japan, offerors must be registered to do business in Japan and prior to award of any task order involving incidental construction, must either possess a construction license (Kensetsu Gyo Kyoka) issued by the Ministry of Land, Infrastructure and Transport, or prefectural government or have a binding agreement with a firm that holds such license for performance of construction that may require such license. Offerors will be required to provide the contracting officer verification of registration to do business in Japan, and if applicable, of possession of a construction license or a binding agreement with a firm holding such license, prior to award of any task order for performance in Japan.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE
*C: Construction
*CR: Cost Reimbursement

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	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt II *C	Security Requirements (Aug 1996) - Alternate II	APR 1984
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	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-10 *C	Commencement, Prosecution, and Completion of Work	APR 1984
52.211-10 Alt I *C	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7 *CR	Allowable Cost And Payment	JUN 2013

52.216-7 Alt I *C	Allowable Cost and Payment (Jun 2013) - Alternate I	FEB 1997
52.216-8	Fixed Fee	JUN 2011
52.216-9 *C	Fixed Fee--Construction	JUN 2011
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2 *CR	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6 *C	Construction Wage Rate Requirements	MAY 2014
52.222-7 *C	Withholding of Funds	FEB 1988
52.222-8 *C	Payrolls and Basic Records	JUN 2010
52.222-9 *C	Apprentices and Trainees	JUL 2005
52.222-10 *C	Compliance with Copeland Act Requirements	FEB 1988
52.222-11*C	Subcontracts (Labor Standards)	JUL 2005
52.222-12*C	Contract Termination-Debarment	FEB 1988
52.222-13 *C	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 *C	Disputes Concerning Labor Standards	FEB 1988
52.222-15 *C	Certification of Eligibility	MAY 2014
52.222-16 *C	Approval of Wage Rates	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27 *C	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-30 *C	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	MAY 2014
52.222-34	Project Labor Agreement	MAY 2010
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2 *C	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001

52.223-18	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
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.226-2	Historically Black College or University and Minority Institution Representation	OCT 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4 *C	Patent Indemnity-Construction Contracts	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-17	Rights In Data-Special Works	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7 *CR	Insurance--Liability To Third Persons	MAR 1996
52.228-12 *C	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15 *C	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-8 *CR	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.232-1	Payments	APR 1984
52.232-5 *C	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20 *CR	Limitation Of Cost	APR 1984
52.232-22 *CR	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I *CR	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-27 *C	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2 *C	Differing Site Conditions	APR 1984
52.236-3 *C	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5 *C	Material and Workmanship	APR 1984
52.236-6 *C	Superintendence by the Contractor	APR 1984
52.236-7 *C	Permits and Responsibilities	NOV 1991
52.236-8 *C	Other Contracts	APR 1984
52.236-9 *C	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10 *C	Operations and Storage Areas	APR 1984

52.236-11 *C	Use and Possession Prior to Completion	APR 1984
52.236-12 *C	Cleaning Up	APR 1984
52.236-13 *C	Accident Prevention	NOV 1991
52.236-13 Alt I *C	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-17 *C	Layout of Work	APR 1984
52.236-21 *C	Specifications and Drawings for Construction	FEB 1997
52.236-26 *C	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1 *CR	Notice of Intent to Disallow Costs	APR 1984
52.242-4 *CR	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14 *C	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 *CR	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I *CR	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II *CR	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt III *CR	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.243-4 *C	Changes	JUN 2007
52.243-5 *C	Changes and Changed Conditions	APR 1984
52.244-2 *CR	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-21	Warranty of Construction	MAR 1994
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1 *CR	Commercial Bill Of Lading Notations	FEB 2006
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I *C	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6 *CR	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10 *C	Default (Fixed-Price Construction)	APR 1984
52.249-14 *CR	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation (Deviation 2016-O0003)	OCT 2015
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	MAR 2012
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7000	Buy American--Balance Of Payments Program Certificate--Basic (Nov 2014)	NOV 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7045 *C	Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Oct 2015)	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
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
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033 *C	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000 *C	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001*C	Contract Drawings, and Specifications	AUG 2000
252.236-7002 *C	Obstruction of Navigable Waterways	DEC 1991
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006 *CR	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7001	Warranty Of Data	MAR 2014
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

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52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of a warranted Contracting Officer at NAVFAC Pacific and shall not be binding until so approved.

(End of clause)

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52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

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52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000.00, 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 $25,000,000.00;

(2) Any order for a combination of items in excess of $25,000,000.00, or

(3) A series of orders from the same ordering office within 5 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 calendar 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)

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52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

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52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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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 the performance period specified in the schedule, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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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

To Be Filled In At Time of Contract Award.

(End of clause)

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52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014) *C

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

(iii) 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

(2) 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 a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....	..... ___	.... …… ___	.... ___ .....
Domestic construction material...	..... ___	.... ___	.... ___ .....
Item 2			
Foreign construction material....	..... ___	.... …… ___	.... ___ .....
Domestic construction material...	..... ___	.... ___	.... ___ .....

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

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52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) *C

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

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

(iii) 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

(2) 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 a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

"None, unless otherwise specified by Task Order."

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

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52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) *C

The Contractor shall perform on the site, and with its own organization, work equivalent to at least TBD by TO percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

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52.236-4 PHYSICAL DATA (APR 1984) *C

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site

investigations by . . . TBD.by task order . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . TBD by task order. . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . TBD by task order. . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . TBD by task order. . . . . (insert other pertinent information).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014) *CR

(a) Definition. Proposal, as used in this clause, means either--

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which--

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 43, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost that is unallowable, as defined in Subpart 2.1 of the FAR, or an executive agency supplement to the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--

(1) The amount of the disallowed cost allocated to this contract; plus

2) Simple interest, to be computed--

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an

amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of 41 U.S.C. chapter 71, Contract Disputes.

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.216-7006 ORDERING (MAY 2011)

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

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

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

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

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

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE		NATIONAL STOCK		SENSITIVITY	
		NUMBER		CATEGORY	

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL--BASIC (NOV 2014) *C

(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 any article, material, or supply incorporated directly into construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

``United States'' means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

"None, unless otherwise specified by Task Order"

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.228-7004 BONDS OR OTHER SECURITY (DEC 1991) *C

(a) Offerors shall furnish a bid guarantee in the amount of $(TBD by task order) with their bids. The Offeror receiving notice of award shall furnish--

(1) A performance bond in the penal amount of $ (TBD by task order) ; and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within (TBD by task order) days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(c) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAR 2015) *C

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

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

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

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at https://www.acquisition.gov;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not ``scrap.''

(5) Serviceable or usable property means property with potential for reutilization or sale ``as is'' or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at http://www.dcma.mil/ITCSO/CBT/PCARSS/index.cfm.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp#.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) "TBD by task order" require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

5252.216-9314 ECONOMIC PRICE ADJUSTMENT FOR CHANGES IN LANDFILL/DISPOSAL FEES (JUN 1994)

(a) The Contractor shall notify the Contracting Officer, at any time during contract performance, the disposal fee unit prices shown in the schedule in Section B either increase or decrease as a result of new landfill/disposal fees set by the County Commissioners. The Contractor shall furnish this notice within 20 calendar days after being notified of any increase or decrease, or within any additional period that the Contracting Officer may approve in writing. Adjustment for increases shall not be retroactive beyond the 20 calendar day notification period or such time as approved in writing by the Contracting Officer. Adjustments for decreases shall be made effective immediately on the date they are implemented by the landfill. The notice shall include the amount of the adjustment (increase or decrease), the effective date and supporting data explaining the cause of the adjustment.

(b) Promptly after the Contracting Officer receives the notice and date under paragraph (a) above, the Contracting Officer shall modify this contract to include the increase or decrease in the disposal fee (resulting from the adjustment) and its effective date. The contractor shall continue performance pending adjustment.

(c) 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.

(d) No increase shall exceed the cost of using other alternative landfills which are available for use by the Contractor, considering the disposal fees, labor and transportation cost.

(e) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices as a result of new landfill/disposal fees set by the TBD by task order County Commissioners. There shall be no adjustment for (i) changes in rates or unit prices other than those shown in the Schedule, or (ii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment.

(3) No upward adjustment shall be approved for any disposal fee increase that does not apply equally to all landfill customers of similar conditions of service.

(4) The aggregate of the increases in any contract unit price for disposal fees made under this clause shall not exceed 100 percent of the originally awarded unit price for line item, disposal fees for the base period. There is no percentage limitation on the amount of decreases that may be made under this clause.

(5) There will be no adjustment for any increase in the disposal fees which will not result in a net change of at least 3 (three) percent of the total unit price for the then current contract term (not the cumulative total contract price).

(f) The Government's obligation under this clause is contingent upon the availability of appropriated funds before payment for this increase can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this increase and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The clause entitled "Availability of Funds" in Section I applies. (End of clause)

5252.222-9305, WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994) *CR

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).

5252.223-9301, WILDLIFE PRESERVATION (JUN 1994)

(TBD by task order) is a designated (TBD by task order). Before commencing work that may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions: TBD by task order. (list as applicable)

5252.228-9305, NOTICE OF BONDING REQUIREMENTS (DEC 2000) *C

(a) Within (TBD by Task Order (TO)_ days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

_TBD by TO___ A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

TBD by TO____ A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run (TBD by TO)____ days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

5252.229-9302, CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN [JAPANESE LAW NO. 108, 1988] (JUN 1994)

(a) The Consumption Tax Law (Law No. 108, 1988) was enacted in the Diet of Japan on 24 December 1988, and applied from April 1, 1989. The Government of Japan (GOJ) and the United States Government (USG), in accordance with paragraph 3, Article XII, of the "The Agreement Under Article VI of the Treaty of Mutual Cooperation And Security Between Japan And The United States of America Regarding Facilities And Areas And The Status of United States Armed Forces In Japan" (SOFA), have agreed upon procedures for exempting the United States from the Consumption Tax on the following transactions upon appropriate certification:

(1) Goods and services purchased in Japan for official purposes of the U. S. Armed Forces by the U. S. Armed Forces or its authorized procurement agencies;

(2) Goods and services purchased in Japan, by persons, including corporations, who are designated by the USG in accordance with the provisions of paragraphs 1 and 2, Article XIV of the SOFA (Article XIV Contractors), solely for the purpose of performing the business of construction, maintenance or operation under the contract for construction, etc., for use by the U. S. Armed Forces, or film and gasoline purchased in Japan by Article XIV Contractors solely for the business activities described above.

(b) The underlying objective is to obtain the full amount of the exemption from the tax on U.S. Forces procurements immediately at the time of purchase, and at the same time give the Contractor a proof of purchase document, acceptable to GOJ tax authorities, which he/she can present to the tax authorities to obtain a tax credit and/or refund for tax already collected and paid by previous sellers.

(c) By the submission of their offer, the offeror certifies that Japanese consumption tax is not part of the bid price, nor will it be a part of any subsequent modification to the contract. Procedures for Contractors to obtain a consumption tax credit are described in a handbook that may be obtained from the Procuring Contracting Office.

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.

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004) *C

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average TBD by task order.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer. (End of clause)

5252.236-9303, ACCIDENT PREVENTION (NOV 1998) *C

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

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

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

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

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

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

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

5252.248-1 VALUE ENGINEERING (MAR 1989) (NAVFAC DEVIATION NOV 1998)

(a) The Contractor is entitled, as prescribed in this clause, to share in cost savings resulting from the implementation of cost reduction projects, which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or Section C, Performance Work Statement, of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions.

(1) Cost savings - as contemplated by this clause, means savings that result from instituting changes to this contract, as identified in an approved Cost Reduction Proposal.
(2) Cost Reduction Proposal (CRP) - For the purpose of this clause, a Cost Reduction Proposal means a proposal that achieves cost savings as described in this clause. These alternatives must result in a net reduction in the contract price to the Government. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Contractor implementation costs - As used in this clause, contractor implementation costs shall mean those costs which the Contractor incurs on this contract in developing, preparing, submitting, and negotiating a CRP; as well as those costs the Contractor will incur to make any structural or organizational changes in order to implement an approved CRP.

(4) Government cost - As used in this clause, the term government costs means internal costs of the Government agency, which result directly from development, and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the CRP.

(c) General. The Contractor shall develop, prepare and submit CRPs with supporting information, as detailed in paragraph (e) and (f) of this clause to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs that reduce the price of this contract. The Contractor’s actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50% of the total net cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including government and other contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and the Government is encouraged.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on this contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings, will be limited to the remaining term of the contract. Implementation costs of the Contractor savings initiative must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP.

(e) Processing of Cost Saving Initiatives. There is an initial submittal, which shall include the following information, as applicable, in sufficient detail for the Government to determine the feasibility of further investigation of the initiative.

(1) Initiative title and description, including contract references (paragraph numbers), if appropriate; estimated total price; what the Contractor would provide; what the Government would provide; the duration of the agreement; anticipated total revenues, expenses and net gains for the agreement period; pay back schedule; risk assessment; percentage of distribution of revenues generated; drawings and maps of the affected areas and facilities; potential impacts to the Government; potential benefits; the impact to the BOSC, etc. Initiatives should minimize any adverse impact to operations and mission capability, legal requirements, and public health and safety.

(f) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support, which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet the Government's requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements, which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to the Government contract management process should also be addressed.

(4) Detailed cost estimates, which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged and a revised ETC for the covered contract, which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(g) Administration.

(1) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(2) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of the savings shall not be made until the Government begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the

Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(3) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which had the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Government's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(h) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive clauses of the contract, if any, for the same cost reductions.

(i) Disapproval of, or failure to approve any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(j) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(k) The Government reserves the right to use the cost saving initiatives developed in this contract wherever and whenever they would be determined advantageous to the Government.

LIST OF ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment Number	Title
JC.1	Geospatial Data Deliverables
JC.2	GeoFidelis Data Management Guide
JH.1	State of Hawaii Wage Determination 2005-2153 (Rev 21)
JH.2	State of Hawaii General Decision HI60001 3/18/2016
JH.3	Guam WD 05-2147
JH.4	Guam General Decision Number GU150001
JH.5	CIA Security Requirements
JL.1	Cost Reimbursable Direct Labor Hourly Ceiling Rates Form
JL.1A	Cost Reimbursable Direct Labor Hourly Ceiling Rates Build Up Form
JL.2	Identification of Uncompensated Overtime Ratios
JL.3	Indirect Ceiling Rates Build up, Fixed Fee Application & Distribution of Cost Reimbursable Work
JL.4	Indirect Ceiling Rates, Fix Fee Application & Distribution of Cost Reimbursable Work
Jl.5	Service Contract Act & Davis Bacon Act Ceiling Labor Rates
Jl.6	Proposed, Historical and Year to Date Indirect rates
JL.7& JL.7A	Cost Model
JM.1	Specialized Recent Project/Contract Experience Form
JM.2	Workload Experience Form
JM.3	Offeror’s Key Personnel Experience/Qualifications Form
JM.4	Safety Form
JM.5	Past Performance Questionnaire Form (PPQ)

Section K - Representations, Certifications and Other Statements of Offerors

REPRESENTATIONS, CERTIFICATION

Request for Proposal No: RFP N62742-16-R-1800

Name and Address of Offeror: _____

_____

_____

Business Phone: ( ) _____ **Facsimile Phone:** ( ) _____

CEC/DUNS Number: _____ **TIN NUMBER**: _____

CAGE Number: _____ **Email Address**: _____

K1 SUMMARY

THIS PROCUREMENT IS A TOTAL SMALL BUSINESS SET-ASIDE.

The following clauses are from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Complete the paragraphs below, and return with the proposal forms.

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

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

(2) The small business size standard is **750 employees.**

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

(vii) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.

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

(x) 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.

(xi) 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.

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

(xiii) 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.

(xiv) 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.

(xv) 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.

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

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

(xviii) 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 $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority

responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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

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

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L1 NUMBER OF COPIES/CONTENT/TIME OF RECEIPT FOR PROPOSALS

1. The Cost Proposal (Volume I) and Non-Cost Proposal (Volume II) 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.

2**. VOLUME I** - COST PROPOSAL: An original plus three (3) paper copies and two (2) electronic copies (CD-ROM) of the cost proposal shall be submitted no later than the date and time provided in Block 9 of the Standard For 33, "Solicitation, Offer, and Award", in a sealed envelope and marked in the bottom right corner "COST PROPOSAL SUBMITTED UNDER RFP N62742-16-R-1800- DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The cost proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed. The proposal shall be typewritten, using 11-12 font size. There is no page limitation for Volume I.

a. Cost Proposal shall be organized as follows:

SECTION I STANDARD FORM 33

Tab 1 - Signed and completed Standard Form (SF) 33 (Solicitation, Offer and Award).
Tab 2 – Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD) (if applicable)
Tab 3 - Representations and Certifications (Section K)

SECTION II COST AND RELATED INFORMATION

Tab 1 – Cost Proposal with supporting documentation
Tab 2 – Cost model information
Tab 3 – Cost pool, financial/accounting system and audit information.

SECTION III – APPENDICES:

Appendix A – Direct Labor and Indirect Rate Forward Pricing Agreements
Appendix B – Uncompensated Overtime
Appendix C – Compensation Plan for Professional Employees
Appendix D – Pre-award Survey Information

b. Cost Proposal Submittal Requirements:

SECTION I STANDARD FORM 33

Tab 1 - Signed and completed Standard Form (SF) 33 (Solicitation, Offer and Award). Complete Blocks 12 through 18. Indicate period of validity of the offeror's proposal in Block 12 at least 150 calendar days.

Tab 2 - Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD) (if applicable)
(See L2 for required documents)

Tab 3 - Representations and Certifications (See Section K)

SECTION II- COST AND RELATED INFORMATION

The Cost Submission shall include the following:

- Cost Reimbursable Direct Labor Hourly Ceiling Rates Form Attachment JL.1
- Cost Reimbursable Direct Labor Hourly Ceiling Rates Build-Up Form JL.1A
- Identification of Uncompensated Overtime Ratios, Attachment JL.2
- Indirect Ceiling Rates Build-Up, Fixed Fee Application and Distribution of Cost Reimbursable Work, Attachment JL.3
- Indirect Ceiling Rates, Fixed Fee Application and Distribution of Cost Reimbursable Work, Attachment JL.4
- Service Contract Act and Davis Bacon Act Ceiling Labor Rates Form, Attachment JL.5
- Proposed Historical and Year–To-Date Indirect Rates, Attachment JL.6
- Cost Model, Attachment JL.7
- Cost Model Summary Sheet, Attachment JL.7A

Notes:
(1) The proposal shall include information for **TEAM SUBCONTRACTORS THAT WILL PERFORM COST REIMBURSABLE WORK**, in the same level of detail as provided by the Offeror, except for Appendix D. Subcontractor information may be submitted separately for proposal purposes. However, it is noted that the cost reimbursable direct labor hourly ceiling rates form (JL.1), and Indirect Ceiling Rates form (JL.4), and Service Contract Act and Davis Bacon Act Ceiling Labor Rates Form (JL.5) for each team subcontractor that will perform cost reimbursable work will be incorporated into any resulting Contract. **Note:** If the offeror is a joint venture, and the joint venture partners are proposing separate rates, information must be provided in the same level of detail for each member of the joint venture team. One submittal may be submitted for the Joint Venture (JV) entity, only if the JV has an established separate cost center for the JV entity with an adequate accounting system for a cost reimbursable contract.

(2) Offerors shall not deviate from the basic format of the forms identified in this solicitation. However, offerors may adjust columns, rows and cost elements under Attachments JL.1, JL.1A, JL.3, JL.4, JL.6, and JL.7 in order to be consistent with their cost accounting systems. The cost proposal shall include the completed mandatory rate forms and supporting information in the general format outlined below:

The cost proposal shall be a complete and detailed cost breakdown of all cost elements and other cost information required herein. Offerors shall submit proposals consistent with the structure of their established and/or disclosed accounting practices. The composition of indirect expense pools and bases thereof (Overhead, General and Administrative, Material Handling, etc.) shall be consistent with those actually being utilized by the company. Proposed rates shall be based on recent history and/or budgetary projections. Pool expenses shall not include any of those expenses identified in FAR Part 31 as unallowable. The cost and pricing information shall be completed in accordance with the following:

Tab 1-COST PROPOSAL WITH SUPPORTING DOCUMENTATION

a. DIRECT LABOR RATE SUBMISSION-ATTACHMENTS JL.1, JL.2 AND JL.5

(1) (A separate rate sheet shall be submitted by the prime, each joint venture member, and each cost reimbursable subcontractor.) Note: If the offeror is a JV and the JV partners are proposing separate rates, separate rate sheets must be provided by each member of the JV. One submittal may be submitted for the JV entity, only if the JV has an established separate cost center for the JV entity with an adequate accounting system for a cost reimbursement contract. For CPFF efforts, offerors shall propose hourly Ceiling rates for direct (unburdened) labor for all labor categories listed in Attachment JL.1, Cost Reimbursable Direct Labor Hourly Ceiling Rates, for the base year and 4 Option years. Rates shall not include any mark-ups. The ceiling rates proposed will be the maximum allowable rates that can be proposed or charged under task orders issued during the ordering period of any contract awarded as a result of this solicitation. These are not bid rates. Labor rates proposed for individual task orders may be less and should be in accordance with the offeror's disclosed estimating system practices and, if applicable, forward pricing

rate agreements. However, bid rates shall not exceed the maximum ceiling rates established in the contract under JL.1.

(2) Labor categories listed on Attachment JL.1 are for exempt employees, office personnel, supervisory and specialty UXO personnel. For SCA or DBA categories listed, the offeror shall not propose hourly ceiling rates in Attachment JL.1; however, those SCA and DBA labor categories shall be included in the Cost Model (Attachment JL.7). As applicable, SCA and DBA Wage Determinations will be included in individual task orders. The proposed bid and bill rates for SCA and DBA labor shall be equal to or greater than the minimum wage determination rates specified in DOL Wage Determination incorporated in the task order, but shall not exceed the maximum percent proposed in Attachment JL.5.

(3) Each contractor, JV member and cost reimbursable subcontractor shall provide labor rates for ALL LABOR CATEGORIES listed on attachment JL.1 and JL.1A. If the contractor/subcontractor does not currently employ the listed employee, a market rate shall be provided. The employee must be tied to an internal labor category whether or not they are a current employee.

(4) Offeror shall not add additional labor categories in Attachment JL.1 and JL.1A.

(5) Offerors shall provide and discuss how the proposed labor rate ceilings were derived. Provide information on the basis of the base rates used to arrive at the ceiling rates, such as whether the base rates were based on actual individual rates for key personnel, average or weighted average rates for current employees, forward pricing rates, market sources such as Bureau of Labor Statistics or salary.com, or offeror's estimate, etc. If a composite labor rate is utilized or a labor rate is prorated over fiscal years, provide the specific details/calculations used to determine the rate. If forward pricing rates apply, provide a copy in Appendix A. Any deviation from forward pricing rates, current actual rates for individuals, etc. shall be clearly documented. Note the percent mark-up used on the base rates to arrive at the proposed ceiling rates. Complete JL.1A showing the base rate for each labor category, percentage mark-up each labor category and ceiling rate. (**Note: Percentage mark-up to arrive at the ceiling rates shall not exceed 15% of the base rate.)**

(6) If uncompensated overtime was used in calculating base individual and average labor rates for employees listed in Attachment JL.1, complete **Attachment JL.2 (IDENTIFICATION OF RATIOS)** for each affected labor category. Additionally, provide in Appendix B: (1) required information per provision FAR 52.237-10 Identification of Uncompensated Overtime (Mar 2015); (2) historical number of hours in excess of 40 hours per week for each labor category; and (3) evidence of the Defense Contract Audit Agency or Defense Contract Management Agency approval of the corporate policy addressing uncompensated effort.

(7) For each labor category, the Offeror shall enter its escalation factors applied to the ceiling rates for each option period in Attachment JL.1. The offeror shall also provide the basis for any proposed/projected escalation and the assumptions used: forecast source (such as Global Insight), index used (index number and title), calculations (index values used: base and projected values), and dates used (month and year of applicable index numbers). The offeror shall provide copies of the escalation forecasts as support documentation in the proposal.

Shown below are sample entries for the JL.1, Direct Labor Ceiling Rates Form.

Solicitation Labor Category	Contractor Labor Category	Source	Ceiling Rate
Program Manager	Program Manager I	Individual rate (Jane Doe)	$000
Project manager	Project Manager	2015Avg. Rate	$000
Scientist 1	Jr. Scientist I	Market Rate	$000

b. INDIRECT CEILING RATES SUBMITTAL- ATTACHMENTS JL.3, JL.4 AND JL.6

(1) **INDIRECT CEILING RATES-**(A separate rate sheet shall be submitted by the prime, each joint venture member, and each team subcontractor that may perform cost reimbursable work). For CPFF efforts, offerors shall propose Indirect Ceiling Rates for the base year and each option year. The indirect ceiling rates proposed will be the maximum allowable rates that can be proposed or billed under task orders issued during the ordering period of any contract awarded as a result of this solicitation. These are not bid rates. Indirect rates proposed for individual task orders may be less and should be in accordance with the offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, should actual rates experienced during performance of the contract be lower than the ceiling rates shown, actual rates will be billed.

(2) The offeror shall submit a completed Indirect Ceiling Rates Form (JL.4) showing the application of all proposed indirect ceiling rates applicable to the appropriate bases. The matrixes provide base year and option year indirect ceiling rates as applicable and in accordance with disclosed accounting practices. Offerors shall delete or add other indirect rate pools to Attachment JL.4 as appropriate to reflect their accounting systems. For instance, if Workmen's Compensation is a separate indirect rate pool, it should be added. On the other hand, if fringes are included in the overhead pool, the fringe pool should be deleted. (Note: Attachment JL.4 is provided in Microsoft Word. Complete in Microsoft word format, as provided. Additionally, offerors should provide JL.4 in Microsoft Excel format on the CDs to show how the multiplier was calculated.)

(3) Offerors shall separately describe all indirect cost rates. Provide a comprehensive narrative explaining the application of indirect rates to appropriate bases. The narrative should include your disclosed accounting practices defining your indirect cost pools and bases, and the application of indirect rates to bases. This could include, but is not limited to, labor fringes, labor overhead, material overheads, General and Administrative expenses, cost of money factors, and any other indirect rate applicable to the work that will be performed under this contract. Offerors shall provide and discuss how the proposed indirect ceiling rates were derived. Provide information on the basis of the base indirect rates (show base indirect rates on attachment JL.4A, Indirect Ceiling Rate Build-up Form) used to arrive at the ceiling rates,(i.e., Forward pricing Rate Agreement and the date of agreement (provide in Appendix B), bidding rates and the date of submission, and the date of approval, etc.). Offerors shall exclude all unallowable costs identified in FAR 31.2 from the indirect cost rates. Offerors shall state whether DCAA has audited or applied agreed-upon procedures to their indirect cost rates. If so, Offerors shall provide the date of the DCAA review and the DCAA report number. Any variance between indirect base rates used to develop the ceiling rates and applicable forward pricing rates/DCAA approved rates should be clearly documented in the supporting narrative. Note the proposed mark-up, if any, applied to the indirect base rates to arrive at the ceiling rates for the base year and each option period. Any indirect rate discounts proposed shall be analyzed to ensure compliance with cost realism.

(4) Complete "Proposed Distribution of Work" by prime (including each member of a joint venture) and each Team Subcontractor that may perform Cost reimbursable work in Attachment JL.3

(5) If multiple direct labor allocation bases are proposed, provide the percentage of labor expected to be performed by each allocation base proposed under "Proposed Distribution of Direct Labor." Provide the basis used to estimate the percentages of labor to be performed by each allocation base.

c. PROPOSED HISTORICAL, AND YEAR–TO-DATE INDIRECT RATES-ATTACHMENT JL.6 (A separate rate sheet shall be submitted by the prime, each joint venture member, and each cost reimbursable subcontractor.) Offerors shall provide historical indirect rates, on Attachment JL.6 as follows:

(1) Offerors shall delete or add other indirect rate pools to JL.6, as appropriate, to reflect their accounting systems. The pools shall correspond to the pools listed on JL.4

(2) Provide the following information in your cost proposal for all indirect pools listed:

Compare proposed indirect base rate(s) with the rate(s) experienced during the prior three completed fiscal or calendar years (whichever is most recent) and with the current year to date actual rate. Rates shown must be actual experienced costs, not budgeted or billing rates.

State whether the proposed rates include any appreciable change in the business volume, which materially affect the proposed burden rate(s). State whether the proposed rates include the effect of this contract.

Tab 2 - COST MODEL INFORMATION ATTACHMENTS JL.7 & JL.7A

1. A separate Cost Model Worksheet (JL.7) for the base year and each option year shall be completed/submitted by the prime, each joint venture member, and each cost reimbursable subcontractor in its entirety. Additionally, if multiple cost centers will be used in the performance of this contract, a completed cost model shall be submitted for each cost center. (Note: If a joint venture has an established separate cost center for the joint venture entity with an adequate accounting system for a cost reimbursement contract (FAR 16.301-3), one form may be submitted for the joint venture entity).

2. Offeror shall not add labor categories, make structural changes, or change the hours on this form. The Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Contractors on Attachment JL.7. Offeror, however, should add or delete additional indirect costs in accordance with their established accounting system (must use appropriate base and explain).

3. Each team member (prime/JV, cost reimbursable subs) submitting this form shall provide rates for **ALL LABOR CATEGORIES LISTED ON JL.7.**

4. Offeror shall input their direct labor ceiling rates from Attachment JL.1 (Cost Reimbursable Direct Labor Ceiling Rates) , which correspond to the labor categories listed on JL.7, for each respective year (base and option years).

5. The proposed rates for SCA labor shall be equal to the wage determination base rates provided in WD 2005-2153, Revision No. 21 (Attachment JH.1) for the base year and all option years. Do not include hazard pay for the SCA labor categories.

6. The proposed rates for DBA labor shall be equal to the wage determination base rates provided in General Decision Number HI160001, Modification No. 5 dated 3/18/2016 (Attachment JH.2) for the base year and all option years.

7. For SCA and DBA labor, if it is the offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD to clearly show the base rate and markups applied. For example, showing the SCA rate plus SCA health and welfare or DBA plus WD fringe and any other direct charges added to the direct labor rate such as FUTA, SUTA and FICA. The offeror shall use their indirect ceiling rates on Attachment JL.4 in any offset or differential calculations to account for the payment of health and welfare/fringes in the base labor rate.

8. All indirect rates submitted on the Cost Model shall be the INDIRECT CEILING RATES provided in Attachment JL.4 for each respective year (base and option years), and not base rates (i.e. forward pricing rates) used to derive the ceiling rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other directs costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet (JL.7).

9. If applicable, in accordance with their accounting system, the offeror shall add any direct costs applied to the labor base (e.g. health and safety charge, low value equipment per labor hour). It is noted that in accordance with Section H1, costs for the acquisition or use of Information Technology Equipment or Systems shall not be considered as an allowable direct charge to this contract.

11. Fixed Fee – In accordance with statutory limitation, the proposed fixed fee shall not exceed 10% of the total estimated cost. The fixed fee proposed in Attachment JL.4 shall be applied to applicable costs. Fixed fee shall not be applied to travel, Contractor-Acquired Property, and Facilities Capital Cost of Money.

12. Cost Model Worksheet (JL.7) does not include formulas. In addition to the hard copies, Offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application of labor, etc.) used to arrive at the total cost.

13. The Cost Model Summary Sheet (JL.7A) shall be submitted by the prime contractor. This form does include formulas. For evaluation purposes, the percentages listed on **Attachment JL.4 (Distribution of Work)** shall be used for the prime/JV and each cost reimbursable subcontractor listed on the Summary Sheet. In the event an offeror (prime, JV member or cost subcontractor) utilized multiple cost centers, the cost model will be completed for each cost center and the highest "Total" cost for the cost model shall be used on the summary sheet. The Prime contractor's indirect ceiling rate mark-ups (e.g. G&A) for cost reimbursable subcontractors provided in JL.4 for each year shall be added to the total cost. If the prime contractor is a JV, the rate for the JV member with the highest ceiling rate mark-up for a cost sub shall be used. **Note: In addition to a hard copy, the summary form shall be submitted in Microsoft Excel format on a CD.**

For clarification purposes the following example for the Summary Sheet is provided:

	Total Cost Model Value for Base Year	**% of work (JL.4)**	**Total Value of Base Year based on % of Work**
Prime / JV member 1	$490,000.00	30%	$147,000.00
Prime/JV member 2	$505,000.00	25%	$126,250.00
Cost Reimbursable Contractor	$479,000.00	20%	$95,800.00
Cost Reimbursable Contractor	$515,000.00	25%	$128,750.00
		100%	$497,800.00
	Cost Sub Total	% Mark-up	Cost Sub Mark-up
Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on JL.4	$224,550.00	7.5%	$16,841.25
TOTAL VALUE OF COST MODEL FOR BASE YEAR			$514,641.25

Note: The Prime's percent mark-up applied to the total cost for the cost reimbursement subcontractors is based on the indirect ceiling rate for JV member #1, whose rate was higher than JV member #2. The rate was applied to the total subcontract cost ($95,800 + $128,750) shown under Total Value of Base Year on % of Work Column.

Tab 3 - COST POOL, FINANCIAL/ACCOUNTING SYSTEMS AND AUDIT INFORMATION

The offeror should identify its cognizant Defense Contract Audit Agency (DCAA) office, Defense Contract Management Agency (DCMA) office, and if applicable, Cognizant Federal Agency Official (CFAO). The point of contact, address, phone number, and e-mail address for each of the cognizant agencies identified must be included. Provide information to support a determination by the Navy of the degree to which each of the accounting and management systems listed below are adequate and compliant with Government regulations and standards. In accordance with FAR 16.104(i) and FAR 16.301-3(a) the offeror's accounting system must be deemed adequate for the timely development of all necessary cost data and to determine costs applicable to the contract prior to contract award.

The Offeror should provide the Government with the current status (e.g. approved, disapproved, acceptable, adequate, inadequate, inadequate in part, etc.) of its following management systems:

1. Accounting System
2. Purchasing System
3. Billing System
4. Estimating System
5. Indirect and ODC System
6. Budget and Planning System
7. Material System
8. Compensation System
9. Labor System
10. General Information Technology (IT) System

The supporting data should include the most recent date of the audit or review completed by the cognizant agency and, if known, the audit report number. Offerors shall also identify whether an audit or review is in process. If the approved or adequate status of any of these systems is currently in question, or if DCAA has issued any reports [including issuance of any Statements of Condition(s) and Recommendation(s) (SOCARs) and/or Auditor Comments related to the Offeror's response to the SOCARs released to the Offeror prior to issuance of a final report to the Contracting Officer], on inadequacies of the systems, the Offeror should provide copies of the subject reports and/or SOCARS, as well as an explanation of its agreement or disagreement with the cited inadequacies of the system. The Offeror should explain in detail the system inadequacies and specific plans for corrective action, including milestones for implementation of revised procedures. Also, the Offeror should discuss the impact on this procurement on the reported system inadequacies, and what action is being taken to ensure that these systems are corrected to ensure no detrimental impact should the Offeror receive a contract award. The Government reserves the right to coordinate with any Government Agency to verify the current status of these systems and the status of any corrective action taken by the Offeror already or still considered outstanding. In those cases where the accounting system does not have DCAA approval, the Offeror shall describe the action taken to obtain such approval prior to contract award. If DCAA audits are in excess of one year old, the Offeror shall certify via a statement that the system(s) have not changed since the date of the last audit. If audits have not been performed, brief description(s) of the system(s) should be provided. Each functional/task component of the system(s) shall be addressed. This information is required to ensure that the contractor has a system that ensures that the Government is properly billed for only the costs incurred during the performance of the work under a cost reimbursable task order.

If submitting a proposal as a joint venture, submit the required information for the managing member who will implement and control the systems. If 100% of the costs allocated to the joint venture are not based on the managing member's financial and management systems, then the offeror shall submit the required information for each joint venture member. Example is where joint venture will subcontract work-out to individual joint venture members; thereby, utilizing their individual systems. Another example is where staffing includes employees of joint venture member firms subject to compensation plans and policies other than that of the managing member. Where a mix of joint venture and individual member management systems exist, Offeror shall explain which of these systems are fully applicable, partially applicable, or not applicable to the joint venture.

All the information requested above should also be provided for any cost reimbursable team subcontractors to which the Offeror anticipates awarding subcontracts. An explanation is required if information is not available for a subcontractor.

SECTION III – APPENDICES

Appendix A – Direct Labor and Indirect Rate Forward Pricing Agreements

1) The offeror shall provide any approved direct labor and indirect rate forward pricing rate agreements.

2) If facilities capital cost of money is proposed, Form CASB-CMF must be provided with the proposal for each performance period.

Appendix B – Uncompensated Overtime

1) If uncompensated overtime is proposed and used in calculating individual and average labor rates for Fair Labor Standards Act exempt employees listed in Attachment JL.1, complete **Attachment J.2 (IDENTIFICATION OF UNCOMPENSATED OVERTIME RATIOS)** for each affected labor category. Additionally, provide in Appendix B: (1) required information per provision FAR 52.237-10 Identification of Uncompensated Overtime (Mar 2015); (2) historical number of hours in excess of 40 hours per week for each labor category; and (3) evidence of the Defense Contract Audit Agency or Defense Contract Management Agency approval of the corporate policy addressing uncompensated effort.

Appendix C – Compensation Plan for Professional Employees

1) In Appendix C, provide a total compensation plan in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees (Feb 1993), setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract for the offeror and each key cost reimbursable subcontractor.

2) Advise if you have different compensation plans for various skill levels and describe.

Appendix D – Pre-award Survey Information

A pre-award survey may be conducted on all firms submitting a proposal, to include key cost reimbursable subcontractors indicating firm commitments to this acquisition. The following information shall be submitted in a **separate envelope marked "Pre-Award Survey".**

a) The company's last three complete fiscal year financial statements, audited, reviewed, or compiled by an independent accounting firm, including the accounting firm's cover letter and full disclosure notes for the prime and each party to a joint venture. Additionally, the Offeror shall provide its current year-to-date financial statements as of the quarter ending prior to submission of offers. Any offeror that intends to rely on the financial backing of its parent corporation must submit separate financial statements for both the partially-owned or wholly owned subsidiary and the parent corporation. If a partially-owned or wholly-owned subsidiary relying on the financial backing of a parent corporation cannot submit its own financial statements, provide a detailed explanation why. If a partially-owned or wholly-owned subsidiary which will be performing the contract is relying on a parent corporation for financial backing, a financial guarantee letter must also be submitted.

b) Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures/teaming arrangements discuss the financial responsibilities among companies and provide same information.

c) The Government may request additional information if needed in order to determine responsibility.

3. **VOLUME II** - NON-COST PROPOSAL (TECHNICAL AND PAST PERFORMANCE): An original plus five (5) paper copies and two (2) electronic copies (CD-ROM) of the Non-Cost 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 "NON-COST PROPOSAL SUBMITTED UNDER RFP N62742-16-R-1800 DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The Non-Cost proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed appropriately. The proposal shall be typewritten, using 11 point, Times New Roman font. (**Refer to Section M, for non-cost factors submittal requirements**).

a. A graphic representation no more than 1 page in length identifying the firms/companies that are part of the Offeror's team, and clarifies which companies are the prime, joint venture partners, and subcontractors.

b. All information required by Factor 1 – Corporate Experience of the Offeror and Key Personnel Experience/Qualification

c. All information required by Factor 2- Safety

d. All information required by Factor 3- 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.

4. PROPOSAL SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS:

IF SENT VIA UNITED STATES POSTAL SERVICE:

NAVFAC FACILITIES ENGINEERING COMMAND PACIFIC
SOLICITATION NO. N62742-16-R-1800
ENVIRONMENTAL CONTRACTS BRANCH (CODE ACQ32)
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)
4262 Radford Drive, Building 62
Honolulu, HI 96818-3296

Depository hours between 8:00 a.m. and 3:00 p.m., HST. Monday through Friday except for holidays.

5. 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), "Submission, modification, revision, and withdrawal of proposals".

L2 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

a. A copy of the JV, LLC or LTD agreement.

b. A detailed statement signed by the appropriate individual(s) of each firm outlining the following in terms of percentages where appropriate:

1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing. Clearly identify the expected relationship, role and responsibility between the firms or of the subcontractor or other entity (type and proportion of work to be performed) (including an explanation of the meaningful involvement that the entity will have in performance of this contract)

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

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

4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).

5. 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.

c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.

L3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** via electronic mail to Ms. Debra Shiroma, debra.shiroma@navy.mil and Ms. Jenny Yatsushiro, jenny.yatsushiro@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.

L4 AMENDMENTS

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.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award Indefinite-Delivery Indefinite-Quantity type contract with capability to award firm fixed price and Cost plus Fixed fee (CPFF) task orders resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to sources under this solicitation. The intent is to award approximately three (3) to four (4), unless it is determined that a number more than four (4) is in the best interest of the Government.

(End of provision)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Naval Facilities Engineering Command Pacific
Environmental Contracts Branch (ACQ32)
Attn: Kristopher Tom
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor-Hickam, HI 96860-3134

(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)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

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

Adjusted hourly rate (including uncompensated overtime) is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00 x 40 divided by 45 = $17.78).

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)(DEC 2015)

(a) *Definitions*. As used in this provision—

"Controlled technical information," "covered contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts" within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see http://dx.doi.org/10.6028/NIST.SP.800-171), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990

M1 COMPETITIVE RANGE

The Government intends to evaluate all proposals received and award a contract without discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, if discussions are deemed necessary, to maximize the Government's ability to obtain the best value, discussions will be held with those Offerors within the competitive range. The Government may limit the number of proposals in the competitive range to the most highly qualified proposals, considering cost and non-cost factors. In addition, if the Government 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. If discussions are deemed necessary, the Government reserves the right, at its sole discretion, to conduct oral and/or written discussions with Offerors within the competitive range.

M2 PREFERENCE FOR MAKING MULTIPLE AWARDS

This solicitation is being advertised as a 100% small business set-aside, source selection procurement requiring both technical and cost proposals. This procurement consists of one solicitation with the intent to award multiple Indefinite Delivery/Indefinite Quantity (IDIQ) type contracts. The Government intends to award multiple awards. The government intends to award 3 to 4 contracts, as appropriate to balance efficient program execution while ensuring competition among the most highly rated proposals/contractors, to ensure best value to the government.

M3 MAGNITUDE OF THE ACQUISITION

The magnitude of the contract or contracts is $235,000,000 for all contracts over the life of the contract or contracts **OR** 60 months plus a 6-month option to extend, whichever occurs first. The Government intends on awarding a contract or contracts consisting of base year, four one-year option periods, and a 6-month option to extend. The minimum task order amount is $5,000 and the maximum amount is $25,000,000. Typical task orders may range from $100,000 to $3,000,000, but could range up to $25,000,000. The minimum guarantee for each contract awarded is $5,000. The minimum guarantee is for the base year only.

M4 ENFORCEABILITY OF PROPOSAL

The proposal 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. By submission of the offer, the Offeror agrees that all items proposed (e.g., key personnel, subcontractors, approach, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

M5 BASIS OF AWARD

1) 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. 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.

2) 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 cost Offeror or other than the highest Non-Cost rated Offeror.

3) All Non-Cost evaluation factors, when combined, are considered significantly more important than cost.

4) 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.

M6 EVALUATION FACTORS

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 cost. Award may be made to other than the lowest cost Offerors or other than the highest Non-Cost rated Offerors. All evaluation factors other than cost, when combined, are considered significantly more important than cost. 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.

Note: Offerors may not submit more than one (1) proposal and entities that propose as a Prime or part of a prime (i.e. partner, joint venture member, or similar entity) may not be part of any other offer. Failure to comply with this restriction may result in disqualification of the Offeror for contract award. Offerors will be deemed to have participated in more than one (1) proposal if the same entity is a prime or a member or partner of a prime on more than one (1) proposal or if the entity is part of a prime on one (1) proposal and a subcontractor on another proposal.

1) The evaluation factors are as follow:

   a) Non-Cost Evaluation Factors

      i) FACTOR 1, CORPORATE EXPERIENCE OF THE OFFEROR AND KEY PERSONNEL EXPERIENCE/QUALIFICATIONS

      ii) FACTOR 2, SAFETY

      iii) FACTOR 3, PAST PERFORMANCE

   b) Cost

2) The relative order of importance of the evaluation factors are as follows: Factors 1 and 2 are of equal importance to each other, and, when combined are equal in importance to the past performance evaluation/performance confidence assessment Factor 3. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined are significantly more important than cost. The importance of cost will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if cost is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government.

3) Non-Cost Evaluation Factors (Factors 1, 2, and 3)

   a) Notes applicable to Factor 1, Corporate Experience of the Offeror and Key Personnel Experience/Qualifications and Factor 3, Past Performance on Recent, Relevant Projects:

      i) Definition of "recent, relevant project" is as follows:

         (1) In general, relevant project means projects whose scopes of work were similar to the types of projects that may be ordered against this contract that require the performance of one or more of the Specific Tasks described in Section C, paragraph 1.0. A relevant project must be either a standalone contract or task order under an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. The submission of information or the description of the scope of a Basic IDIQ contract will not be considered a relevant project, except in Section M, paragraph M6,3),b.ii.(3) and Attachment JM.3, Key Personnel Experience. Information may be provided on basic IDIQ contracts on Attachment JM.3 for the Program Manager and Program Quality Assurance Manager, but not for other key personnel positions.

(2) A relevant project shall also be for an amount of at least $100,000 in dollar value and shall be at least 85% financially executed as of the issuance date of this solicitation.

(3) Recent is defined as within the five (5) years before the issuance date of this solicitation.

ii) The distinction between experience and past performance is that experience pertains to the volume and scope of work completed by a contractor and the ability of the contractor to complete the types of work described under the definition of recent, relevant projects. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

iii) Definition: "Offeror" typically refers to a single corporation or business entity submitting the proposal as a prime contractor. An "Offeror" may also be another form of legal entity such as a joint venture, Limited Partnership (LP), or a Limited Liability Company (LLC) that submits a proposal. 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 LP or LLC identified on the SF33). Offerors may not submit more than 1 proposal and entities that propose as a Prime or part of a prime (i.e. partner, joint venture member, or similar entity) may not be part of any other offer. Failure to comply with this may result in disqualification of the Offeror for contract award.

iv) If an Offeror is utilizing or relying on experience or past performance information from affiliates/ subsidiaries/parent companies/LLC/LTD member companies (where their 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 experience, past performance, 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 experience or past performance and/or key personnel information will not be considered.

v) A subcontractor's experience and past performance will not be given the same level of consideration as that of 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 experience or past performance 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 for this solicitation. However, subcontractor experience will not be accorded the same level of consideration as a prime contractor or joint venture partner's experience or past performance.

vi) If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity, if available. Projects completed by the JV that are relevant may be considered more favorably. If the Joint Venture does not have shared experience, at least one (1) of the six (6) projects shall be submitted for each Joint Venture partner. Offerors are still limited to a total of 6 projects combined.

vii) If an Offeror is relying on the experience performed under a previous JV, the Offeror shall demonstrate what portion of the work was performed by the entity offering on this contract under the prior JV and shall not include work performed by the JV as a whole unless all members of the prior JV are being proposed under this solicitation.

b) EVALUATION FACTOR 1, CORPORATE EXPERIENCE OF THE OFFEROR AND KEY PERSONNEL EXPERIENCE/QUALIFICATIONS

i) The Offeror will demonstrate its technical experience performing the size, scope, and complexity of work described in Section C. This technical factor will be used to measure the probability of

successful accomplishment of the work contemplated under this contract described in Section C based on Corporate Experience of the Offeror, and Key Personnel Experience/Qualifications.

ii) Solicitation Submittal Requirements

Offerors shall:

(1) Use Attachment JM.1 to demonstrate corporate experience on no more than six (6) recent, relevant projects. The Offeror shall submit no more than one (1) page double-sided per project. If more than one (1) double sided page is submitted, the Government will not consider the information on the additional pages. Corporate experience of the Offeror shall be demonstrated on at least one (1) project in each of the following five (5) types of work:

- A terrestrial MRP remedial / removal action under CERCLA on at least two (2) projects. An MRP Remedial / Removal Action project shall be a project that includes the removal and MPPEH management processing of munitions from an MRP site that required an ESS. A project that involves removing munitions constituents from an MRP site may be used but may be considered less favorably than removal of munitions. Performing both a removal of munitions and munitions constituents may be considered more favorably than just one or the other. Removal may be from the surface or subsurface or both.
- Underwater intrusive remedial / removal action. An Underwater Intrusive Remedial / Removal Action project shall be a project that requires the removal of munitions from an underwater environment located either on an active range or closed range or MRP site (non-range related).
- Operational Range Clearance. An Operational Range Clearance project is a project that includes removal of munitions, or munitions and targets from an active range (authorized munitions greater than a .50 caliber cartridge). It does not include Small Arms Ranges. Surface or subsurface clearance or both may be submitted. Both surface and subsurface clearance may be considered more favorably than just surface or just subsurface clearance. Larger amounts of munitions removed may also be considered more favorably.
- Geophysical surveys for land munitions sites (operational or closed); target selection; and, if performed, intrusive investigations of targeted anomalies and removal operations. A Geophysical survey for land munitions site(s) (operational or closed) project is a project that used a geophysical instrument to survey an area for munitions-related debris.
- MRP CERCLA Remedial Investigations and Feasibility Study (RI/FS). A MRP RI/FS project is a project that performs a remedial investigation and feasibility study at an MRP site.

(2) Use Attachment JM.2 to describe capability and capacity to deliver on-schedule products similar to the type and complexity of the tasks described in Section C of this solicitation assuming a workload of at least five (5) projects totaling a minimum of $8 million at multiple locations within the solicitation area of responsibility occurring concurrently. The combined submittal for Attachment JM.2 shall not exceed three (3) double-sided pages.

(3) Use Attachment JM.3 to demonstrate experience for each person who will be assigned to a designated Key Personnel position to work on this contract. Designated Key Personnel are listed in Section C, subparagraphs 4.8.1 and 4.8.2 and required experience is listed in Section C under paragraph 4.9. The Offeror shall not submit more than three (3) pages single-sided per person for each Key Personnel position. Experience that is not related to the work described in Section C of this solicitation should not be included in Attachment JM.3. A letter of commitment shall be provided for each proposed key personnel that does not currently work for the Offeror, and shall include the key personnel's role in the contract. (The letter of commitment does not count toward the three (3) page limit for Attachment JM.3.) Offerors shall not submit Attachment JM.3 for personnel who will not be assigned as Key Personnel under this contract. Key Personnel experience may include experience gained while not employed by the Offeror.

(4) Contractors are required to use the Attachments noted above to document experience. Please note that the forms contain only shorthand listings of requirements, refer to Section C. under paragraph 4.9 for full minimum requirements. Experience that is provided outside the furnished attachments will not be considered. Failure to completely fill out the forms may be considered a deficiency.

iii) Basis of Evaluation

(1) The Government will evaluate the extent to which the proposal demonstrates recent, relevant Corporate Experience, Key Personnel Experience, and Key Personnel Qualifications for performing the depth, breadth, and volume of work in Section C of this solicitation. Corporate Experience will be evaluated on the (1) complexity, (2) scope, (3) contract volume/project size and/or (4) location of the work performed as compared to the requirements contemplated under this solicitation and described in Section C.

(2) Minimum Project Experience: Offerors must demonstrate recent, relevant project experience with the following five types of work as defined above in paragraph M6,3),b.ii.(1) and further detailed in Section C.

- Terrestrial MRP remedial / removal actions under CERCLA
- Underwater Intrusive Remedial / Removal Actions under CERCLA
- Operational Range Clearance
- Geophysical Surveys for Land Munitions Sites
- Remedial Investigations and Feasibility Study (MRP RI/FS)

(3) Offerors' project experience that meets minimum requirements will be compared against the needs of the solicitation as described in Section C and may be evaluated more or less favorably considering depth and breadth of demonstrated experience in each of the five (5) project categories described in paragraph M6,3),b.ii.(1). Depth and breadth of experience may be influenced by considerations such as, but not limited to:

- Project cost
- Project/site size (land area and/or depth)
- Types and complexity of work performed in the projects
- Types and volume of munitions, considering the risk/hazards of the munitions types
- Logistical challenges and site conditions
- Geophysical equipment used
- Accuracy of Identification of Targets of Interest
- Level of self-performance by the Offeror's team
- Experience working for the Navy/Marine Corps.
- Experience working on a cost contract

(4) Different considerations may be applied for each project type listed in M6,3),b.ii.(1).

iv) Experience with simultaneous projects. Offerors must demonstrate the minimum experience submittal requirements of paragraph M6.3.b.ii.(2) above for concurrent projects involving overlapping periods of performance and the types of work described in Section C of this solicitation. Offerors who demonstrate substantial overlapping projects, or overlapping projects significantly in excess of $8 million in value may be considered more favorably. Offerors with less substantial overlapping

projects may be evaluated less favorably. Offerors may be evaluated more favorably if they are able to demonstrate experience working in multiple regions of the United States and overseas simultaneously.

v) Minimum Key Personnel Requirements: Key personnel experience must meet the solicitation submittal requirements of paragraph M6.3 b.ii.(3). above and must meet the education, experience, and qualifications described in Section C, paragraph 4.9 to be considered for this contract. Offerors who propose Key personnel who significantly exceed minimum requirements may be considered more favorably.

vi) Failure to use, fill out accurately and completely the templates referenced above or provide the required information may result in proposals being considered deficient for this Factor 1 Corporate Experience of the Offeror and Key Personnel Experience/Qualifications.

c) EVALUATION FACTOR 2 – SAFETY

i) Solicitation Submittal Requirements. Note: For any partnership (JV, LLC, LTD, etc.), the following submittal requirements must be provided for each partner firm; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors. Use Attachment JM.4 to provide the following information:

(1) Experience Modification Rate (EMR): For the three (3) previous complete calendar years 2013, 2014, 2015, submit your EMR for each of these years (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.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three (3) previous complete calendar years 2013, 2014, 2015, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate for each of these years, 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.

(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 (2) double-sided pages.

Attachment JM.4 shall be limited to three (3) single-sided 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, and any innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror 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 business culture that embraces safety and who propose innovative methods to enhance a safe working environment will be given greater weight in the evaluation.

d) EVALUATION FACTOR 3 – PAST PERFORMANCE

i) The Offeror's past performance evaluation will be based upon customer satisfaction in the execution of the recent relevant projects submitted for Factor 1 and completed or substantially completed projects within the last five (5) years that are similar to the tasks described in Section C.

ii) Solicitation Submittal Requirements

(1) If a completed CPARS evaluation is available, it shall be submitted with the technical proposal. If there is no completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation as Attachment JM.5 is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1. An Offeror shall not submit a PPQ when a completed CPARS is available.

(2) If a CPARS evaluation is not available, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment JM.5), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Debra Shiroma, via e-mail at debra.shirom@navy.mil and Jenny Yatsushiro at jenny.yatsushiro@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

(3) If the Offeror and/or Key Subcontractors have ever performed under a different name, the Offeror shall include in the proposal the other names that the Offeror has performed under. The government may review available past performance information under these former firm names.

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

(5) 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.

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

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

(1) A subcontractor's past performance may be submitted for evaluation where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement that creates legal responsibility on the part of the subcontractor.

(2) Projects will be compared against the requirements of Section C in complexity, volume/size, scope, and location. The more they are similar to the requirements in this solicitation, the more relevancy will be attributed to the past performance.

(3) A subcontractor's past performance will be given less consideration than a prime contractor's past performance. The level of consideration will depend on the extent to which the proposal demonstrates the subcontractor's commitment to the contract and legal accountability. Prime-subcontractor or JV arrangements with a demonstrated history of working successfully together on prior projects may be considered more favorably than arrangements without such history.

4) Cost Proposal Evaluation

a) Cost Proposal Submittal Requirement: See Section L, L1.

b) Basis of Evaluation. The Government will evaluate the Offeror's cost proposal on the basis of:

- Completeness- All information required under Section L, L1 of the solicitation.
- Price reasonableness in accordance with FAR 15.404-1(b).
- Cost reasonableness in accordance with FAR 15.404-1(c).
- Cost realism in accordance with FAR 15.404-1(d).

The Government will evaluate all aspects of the cost proposal for completeness, reasonableness, and realism. This Cost Proposal evaluation may include an analysis of each Offeror's proposed costs to determine whether the proposed cost elements are realistic and are consistent with other cost-related information, i.e. DCAA audits, historical rates, etc., available to the Contracting Officer.

Proposed costs may be adjusted for purposes of evaluation, based on the results of the cost realism evaluation to determine probable cost of performance. Offerors are reminded that for the purpose of evaluation under this solicitation, the direct labor ceiling rates and indirect ceiling rates proposed by the prime and all cost reimbursable team members, as provided in Attachments JL.1 and JL.4, respectively, hereto, for the base year and each option year shall be proposed under the Cost Model for each respective year, and will be used for cost realism evaluation of the Cost Model. If proposed costs are unrealistic, the government may infer a lack of understanding of contract requirements, increased risk of performance, or lack of credibility. The Government may reject an offer that reflects a serious lack of cost realism. Furthermore, in accordance with FAR 52.222-46, Evaluation of Compensation for Professional

Employees, set forth in Section L hereto, the Government will evaluate Offerors compensation plans for professional employees. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements. The use of uncompensated overtime, as defined in the FAR 52.237-10 in Section L, will also be considered in the cost realism analysis and risk assessment.

Cost Pool Information and Audit Information - The Government will also review all information provided as required in Section L of this solicitation to determine if the Offeror's accounting and billing systems are adequate for cost-reimbursable type contracts.