

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 150			
2. CONTRACT NO.		3. SOLICITATION NO. N6247318R2418		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 10 Jun 2019		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFAC SOUTHWEST ENVIRONMENTAL CONTRACTS CORE CODE: EREST 937 NORTH HARBOR DRIVE SAN DIEGO CA 92132-5190 TEL: FAX:				CODE N62473		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>5</u> 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 <u>Section L</u> until <u>02:00 PM</u> local time <u>30 Jul 2019</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JENNIFER DEVERA		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 619-532-3701		C. E-MAIL ADDRESS jennifer.devera@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)		<input type="checkbox"/>		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: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Multiple Award Remedial Action Contract CPAF Total Small Business Multiple Award Remedial Action Contract (MARAC) for Environmental Services: a Cost Plus Award Fee (CPAF) Indefinite Delivery, Indefinite Quantity (IDIQ) contract to perform environmental remedial action services at various locations within the NAVFAC SW footprint. Work may be located in AK, AZ, CA, CO, NV, NM, OR, UT, WA. Work may also be performed at other NAVFAC areas of responsibility. The contract will be for a 24-month base period and a 36-month option ordering period. The minimum guarantee of \$5,000 for the entire contract period will be satisfied with the award of the initial task order to each MAC holder. The total maximum value of the contract is \$240M for the contract period (including option period, if exercised), which will be shared among all the MAC holders. FOB: Destination	UNDEFINED	Each		
				MAX COST BASE FEE	
				SUBTOTAL MAX COST + BASE	
				MAX AWARD FEE	
				TOTAL MAX COST + FEE	

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PERFORMANCE WORK STATEMENT

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PART 1.0 GENERAL DESCRIPTION AND PERSONNEL REQUIREMENTS

1.1 GENERAL. The objective of this procurement is to obtain services for performing remedial actions (focusing on Post- Record of Decision (ROD)) stage) at environmentally contaminated sites predominately at Navy and Marine Corps installations. The sites will consist of those ranked on the Superfund National Priority List (NPL), as well as non-NPL sites regulated under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Underground Storage Tanks (UST), or Military Munitions Response Program (MMRP), and other sites which might require remedial action. This contract focuses primarily on environmental restoration projects, but could involve other environmental work such as compliance projects.

The work to be ordered under this contract will be performed at various locations within Naval Facilities Engineering Command, Southwest (NAVFAC SW) footprint. Work may be predominantly located in California, Arizona, Nevada, Utah, New Mexico and Colorado. Although these are the principal geographical areas of performance, the contractor may be required to perform at other Naval and Marine Corps activities including Base Realignment and Closure (BRAC) Program and non-CERCLA sites within the NAVFAC area of responsibility. However, the majority of the work is expected to be performed in California. The exact location of the required effort will be specified in the individual Contract Task Orders. The task order range for this contract is \$3,000,000 to \$10,000,000.

1.2 SCOPE OF WORK

1.2.1 Services. The Contractor shall provide the personnel, equipment, materials, facilities, and management to respond to multiple requests for environmental support at various sites. These services may include actions, such as, but not limited to, the following:

- Performing remedial actions
- Performing removal actions
- Performing pilot and treatability studies
- Providing facility operation, maintenance, and instruction
- Performing other related activities associated with returning sites to safe and acceptable levels
- Developing work plans and other planning documents
- Environmental Program Assessment
- Performing RCRA Closures
- Performing Site Characterizations (post-ROD)
- Performing Groundwater Characterization Studies
- Performing Remediation on Sediment Sites
- Performing emergency/expedited response, contamination assessment and subsequent decontamination/remediation prior to returning to normal operations as well as preparation of work plans and coordination with applicable agencies
- Developing closure reports for removal and remedial actions.
- Conducting geophysical surveys
- Conducting hydrogeological and geotechnical testing and data analyses in conjunction with remedial action projects
- Conducting multimedia sampling and analysis for physical, chemical, and geotechnical characteristics
- Performing hydrographic surveys
- Performing groundwater characterization studies
- Performing other related activities associated with returning sites to safe and acceptable levels
- Performing optimization reviews of remediation facilities and remediation strategies
- Performing munitions response quality assurance (QA)

- Engaging in partnering with the Navy, CLEAN contractors, and regulatory agencies
- Reviewing and/or providing input on investigations, feasibility studies, evaluation of remediation alternatives, and design packages relative to remediation activities
- Providing support to the Navy on community relations regarding the contractor's remedial action work.
- Providing technical support to the Navy on the full range of remedial actions

1.2.2 Contaminants. The contaminants will include, but not be limited to, those identified and regulated under RCRA, CERCLA, Toxic Substances Control Act (TSCA), Solid Waste Disposal Act (SWDA), and petroleum oils and lubricants (POL). A relatively small number of sites may require remediation of radiological or ordnance waste or unexploded ordnance (UXO), discarded military munitions (DMM), munitions constituents (e.g., TNT, RDX) or may be located in a radiological impacted area. A relatively small number of sites may also need a biologist for endangered species or an archeologist if the site has any cultural or historical sites. The contaminants included are predominately solvents, POL, metals, acids, bases, reactives, non-explosive ordnance residues or compounds, polychlorinated biphenyls (PCBs), and pesticides. Contaminants may be present in soils, sediments, ground water, air, sludge, surface water, soil vapor, and man-made structures. Contaminated sites may be landfills, hazardous waste treatment storage and disposal facilities, tanks, lagoons, firefighting training areas, shipyards, wetlands, bays, active and closed bases or other military related facilities.

1.2.3 Ordering Procedures. The Contractor selected for the work shall perform tasks in accordance with contract task order work statements prepared in accordance with Clause G3, "Ordering Procedures." The majority of the contract task order work statements will be performance-based, describing the requirements in terms of desired outcome of the project with minimal provision of precise details of work to be done. Contract task orders will include various documents that will describe the required remediation and technologies to achieve clean-up. Such documents may include records of decision, remedial investigation and feasibility corrective measure studies, remedial designs, RCRA/CERCLA closure plans, corrective action plans, and drawings and specifications. Contract work will specify a wide range of services relating to the cleanup of sites including, but not limited to the following:

1.2.3.1 Performing traditional and innovative methods for complete remedial action for environmentally contaminated sites. Methods include, but will not be limited to the following actions:

- Neutralization processes
- Metals precipitation
- Chemical stabilization
- Covering or capping contaminated soils
- Installing leachate drains
- Excavations
- Transporting and disposing of hazardous waste off-site
- Bioremediation (both in-situ and aboveground)
- Incineration on or off-site
- Soil washing followed by disposal
- Soil venting
- Pumping and treating contaminated ground water
- Installation of slurry walls
- POL recovery systems
- Air stripping
- Carbon absorption
- Ground water monitoring
- Solvent extraction
- Chemical decomposition and solidification
- Chemical Oxidation
- Phyto remediation
- Low Temperature Thermal Desorption

- In situ Conductive Heating
- Bioventing
- Biofiltration
- Vacuum Extraction
- Natural Attenuation
- Dual Phase Extraction
- Passive Treatment Walls
- Soil Vapor Extraction
- Air Sparging
- Other remedial technologies as developed by the remediation industry and accepted by regulators
- Providing technical support to the Navy on matters such as community relations and regulatory meetings regarding the Contractor's remedial action work
- Conducting topographic and geophysical surveys
- Conducting hydrogeological and geotechnical testing and data analyses in conjunction with remedial action projects
- Conducting multimedia sampling and analysis for physical, chemical, and geotechnical characteristics
- Installing temporary support facilities, such as decontamination areas, fences, roads, and utilities
- Operating and maintaining project facilities such as waste water treatment and collection systems
- Providing instruction for operation and maintenance of project facilities
- Engaging in partnering with the Navy, other contractors, and regulatory agencies
- Reviewing and/or providing input on investigations, pilot studies, remediation technologies, design packages and exit strategies relative to remediation activities
- Writing all of the appropriate planning and closure documents associated with the remediation activities.

1.2.4 Compliance. Work shall meet or exceed the minimum applicable or relevant and appropriate requirements (ARARS) established by the Federal and State agencies. THESE DOCUMENTS ARE UNDER CONSTANT REVISIONS. The Contractor shall be responsible for compliance with the most recent revisions to the regulations throughout the duration of work under this contract. The Contractor shall also be responsible for compliance with all applicable Federal, State, and local regulations. Any instances where compliance would exceed the scope of work or specific requirements of the contract, and any conflicts between various regulations or between any regulation and contract/task order specifications, shall be brought to the immediate attention of the Contracting Officer or designated representative for resolution.

1.2.5 General Work Requirements. The Contractor shall perform tasks in accordance with the contract, environmental regulations, Uniform Guide Specifications, and all federal, state, local, and safety laws and regulations. Specific guidance provided in the task order scope will take precedence over the general guidance provided herein. The majority of the task orders issued will be performance-based, describing the requirements in terms of desired outcomes of the project.

1.3 PERSONNEL REQUIREMENTS

1.3.1 Review of Resumes. The Government reserves the right to review the resumes of and interview Contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request. If a college degree is specified as required, the degree must be from a U.S.-accredited university or demonstrate that the degree from a foreign university is recognized by a U.S. engineering board, a U.S. health and safety board, or a U.S. board of industrial hygiene, as applicable. Prior to working under this contract, all key personnel listed under paragraph 1.3.3 below 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).

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

1.3.3 Key Personnel Qualifications: **All key personnel shall be employees of the prime contractor.** All key personnel are separate and shall have distinct roles and responsibilities. As such, no one individual designated as Key Personnel shall serve in any other capacity under this contract. The desired education and experience qualifications for key personnel are set forth below for the following key personnel positions:

Program Manager
Senior Technical Manager
Quality Control Manager
Safety and Health Manager
Contract Administration Manager

The government reserves the right to review and approve key personnel resumes at any time over the contract duration.

a) Program Manager (PM). Responsibilities include overseeing all Contract Task Orders for remedial actions. Duties include monitoring and controlling project costs and quality control, assigning personnel consistent with contract requirements, understanding and assuring compliance with CERCLA, RCRA, TSCA and SWDA regulations and their state counterparts, and other applicable or relevant and appropriate requirements, and performing as the Contractor's chief representative. The qualified individual for this position shall have as a minimum:

- (1) Bachelor's degree or higher in engineering, management or science.
- (2) Ten years experience managing or overseeing large task order contracts involving multiple concurrent projects at multiple locations, and
- (3) Six years of which was as a senior manager or engineer working with environmental restoration studies, and remedial action projects.

b) Senior Technical Manager (STM). Responsibilities include directing work associated with Contract Task Orders. Duties include ensuring effective execution of projects, controlling project schedule and budget, recommending changes to improve project efficiency and effectiveness, justifying change orders, tracking materials and resources, coordinating subcontractors' work complying with normal health and safety procedures, ensuring compliance with regulatory requirements, following/implementing approved project work plans or specifications, and producing quality technical reports supporting the remedial action with respect to the appropriate regulatory authority. The qualified individual for this position shall have as a minimum:

- (1) Graduate degree in engineering or science.
- (2) Six (6) years of construction management experience or field project management experience of which at least 3 years of experience is in managing remedial action projects.
- (3) The individual shall be a registered professional engineer or registered geologist in at least one state of the United States.

c) Quality Control Manager (QCM). Responsibilities include developing, maintaining, and enforcing the QC program, review all project work plans including, but not limited to, the Sampling and Analysis Plan (SAP), Quality Assurance Plan (QAP), Waste Management Plan (WMP), Safety and Health Plan (SHP), review contract deliverables, such as data packages, reports, Final Completion Reports. The Quality Control Manager should have experience in environmental quality control procedures and environmental regulatory requirements. The Quality Control Manager should be qualified by experience or training to develop, implement, and monitor the Quality System for the Contract. The qualified individual for this position shall have as a minimum:

- (1) Four or more years of experience as part of a consultant project management team performing quality implementation/oversight or in a laboratory as a supervisor, manager or quality control officer;
- (2) Certification by American Society for Quality as a Certified Quality Auditor (CQA), Certified Quality Manager (CQM), Manager of Quality/Organizational Excellence (CMQ/OE), or Six Sigma Green or Black Belt;
- (3) Documented training in auditing of Quality Systems such as ISO9000.

The Quality Control Manager should have documented experience in projects similar to the task orders expected for the contract.

d) Health and Safety Officer (HSO). Responsibilities include the development, implementation, oversight and enforcement of the APP/SSHP and modifications, conducting initial site specific training, being present on site during the first 3 days of remedial activities and at the startup of each new major phase of work, visiting the site as needed which includes for emergencies, being responsible for safe work practices and PPE, reviewing accident reports and results of daily inspections.. The HSO should be an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Safety Professional certified by the Board of Certified Safety Professional. The qualified individual for this position shall have as a minimum:

- (1) Three years experience in developing and implementing safety and health programs at hazardous waste site cleanup operations, or equivalent.
- (2) Documented experience in supervising professional and technician level personnel, developing worker exposure assessment programs and air/soil/groundwater monitoring programs and techniques, and managing personal protective programs.
- (3) Working knowledge of state and federal occupational safety and health regulations and statutes.
- (4) Expert knowledge of the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 through documented experience in hazardous waste cleanup operations, environmental restorations, or construction operations contracted under the U.S. Army Corps of Engineers, Naval Facilities Engineering Command, or other Department of Defense entities requiring the use of the EM 385-1-1 manual.

e) Contract Administration Manager (CAM). Responsibilities include administering and managing Contract Task Orders for remedial action construction and services, with respect to contractual matters. Duties include ensuring compliance with applicable Federal, DOD, and Navy regulations and policy, as well as the contract terms and conditions; maintaining an adequate purchasing system, which includes overseeing procurement of subcontractors; maintaining an adequate estimating system, which includes ensuring the adequacy of proposals; tracking costs; and interfacing with Navy contracts personnel regarding contractual matters, overseeing the procurement of all subcontracts and purchase orders issued under this contract, working with technical representatives to develop requirements for each task 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 for this position shall have as a minimum:

- (1) An undergraduate degree in business administration or in an appropriate related field,
- (2) 5 years of direct experience in Government contract management, and
- (3) 2 years in government contract management with cost reimbursement type contracts.

1.3.4 Key Personnel Substitutions and Training Requirements.

1.3.4.1 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.

1.3.4.2 Conditions for Substitutions, Deletions, or Additions. The Contractor agrees that during the first 180 days of the contract performance period, no key personnel substitutions or deletions shall be permitted unless such changes are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. Proposed substitutions, deletions, or additions shall be submitted in writing to the Contracting Officer at least 30 days in advance (45 days if security clearance is to be obtained) with the following information:

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

1.3.4.3. Key Personnel List. The list of key personnel may be amended from time to time by contract modification to add, delete, or substitute personnel in accordance with key personnel substitution requirements specified herein. The Contractor shall submit a list of key personnel upon Government request.

1.3.4.4 Training. Contractors are expected to 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.

1.3.5 Personnel Requirements of individuals who may be required to be identified as Key Personnel under individual Task Orders. The minimum education and experience requirements of the following non-key personnel are set forth below:

Project Manager
 Senior Engineer/Geologist
 Engineer/Geologist
 Senior Project Scientist
 Scientist
 Site Superintendent
 Site Safety and Health Officer
 Data Base Manager
 Toxicologist/Risk Assessor
 Project QC Manager
 Geographic Information System Manager
 Transportation and Disposal Coordinator

(a) Project Manager. Responsibilities include directing work associated with specific contract task orders. Duties include assisting the Program Manager by ensuring that elements of project plans and specifications can be implemented within schedule and within budget; recommending and justifying change orders; developing or modifying a method for tracking resources; coordinating work accomplished by subcontractors, monitoring and controlling costs; and complying with normal safety procedures as well as regulatory requirements. The qualified individual shall have as a minimum:

- (1) Under graduate (i.e., 4-year) degree in engineering or science,
- (2) 6-years environmental construction management experience,
- (3) 3 years experience in managing remedial action projects, and

The government reserves the right to review and approve project managers proposed by the contractor on individual task orders. Upon approval, no substitutions shall be made except in accordance with this section. No personnel substitutions or deletions shall be permitted unless such changes are necessitated by an individual's sudden illness,

death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. Proposed substitutes 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 30 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 substitution or additions,
- b. A complete resume for the proposed substitute or addition, and
- c. 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.

(b) Senior Engineer. Responsibilities include preparing technical submittals and providing field consultations as required. Duties include assisting the Project Manager, Senior Project Scientist, and Senior Technical Manager in carrying out duties regarding remedial action projects. The qualified individual shall have the following as a minimum:

- (1) Graduate degree from an engineering program or be a licensed Professional Engineer; and
- (2) Five (5) years experience working with environmental restoration projects.

(c) Engineer. Responsibilities include preparing technical submittals and providing field consultations as required. Duties include assisting the Project Manager and Senior Engineer in carrying out duties regarding remedial action projects. The qualified individual shall have the following as a minimum:

- (1) Undergraduate degree from an engineering program; and
- (2) Three (3) years experience working with environmental restoration projects.

(d) Senior Project Scientist. Responsibilities include consulting with the Project Manager, Senior Engineer and , Senior Technical Manager on scientific issues related to environmental cleanup projects. Areas of specialty include geology, hydrogeology, chemistry, biology, and cultural and natural resources. Typical duties include collecting and interpreting field data, reviewing earth science data, determining and ensuring contaminant and toxicity levels, and providing field consultation as required. The qualified individual shall have the following as a minimum:

- (1) Graduate degree in the specific scientific discipline or be a licensed Professional; and
- (2) Five (5) years experience working with environmental restoration projects.

(e) Scientist. Responsibilities include consulting with the Project Manager, and Senior Project Scientist on scientific issues related to environmental cleanup projects. Areas of specialty include geology, hydrogeology, chemistry, biology, and cultural and natural resources. Typical duties include collecting and interpreting field data, reviewing earth science data, determining and ensuring contaminant and toxicity levels, and providing field consultations as required. The qualified individual shall have the following as a minimum:

- (1) Undergraduate degree in the specific scientific discipline; and
- (2) One (1) year experience working with environmental restoration projects.
- (3) A combination of education and experience may be substituted for the education requirement providing 30 credit hours of math and science that is to be documented in transcripts including a total of 3 years of documented experience.

(f) Site Superintendent. Responsibilities include supervising on-site operations for remedial action projects. Duties include managing and administering material logistic procedures, executing the project's tracking system, coordinating on-site work including subcontractors, and monitoring on-site crew performance. The individual shall have the following as a minimum:

- (1) 10 years construction superintendent experience; and
- (2) Seven (7) years experience in managing remedial action projects.

(g) Site Safety and Health Officer (SSHO). An individual and at least one alternate shall be the designated SSHO for each project site. The SSHO and alternate(s) shall have the following as a minimum:

- (1) Two (2) years experience in implementing safety and health programs at hazardous contaminated sites where all levels of personal protective equipment are required;
- (2) Documented experience in construction techniques and construction safety procedures;
- (3) Working knowledge of occupational safety and health statutes and regulations at federal and state levels, and the USACE Safety and Health Requirements Manual EM 385-1-1;
- (4) Specific training in personal protective equipment, confined space entry, and proper use of air monitoring instruments and air sampling methods, including other monitoring equipment applicable to the site specific job;
- (5) Must have completed the 30-hour OSHA construction safety class or as an equivalent, 30 hours of formal safety and health training covering the subjects of the OSHA 30-hour course; and
- (6) Must have completed the 40-hour EM 385-1-1 Safety Hazard Awareness Course for Contractors.

(h) Database Manager. An individual who is responsible to consult with the Project Manager, Project Engineers, Project Scientists and Toxicologists on data issues related to radiological environmental cleanup projects. Duties include, but are not limited to, ensuring data integrity, data accessibility, proper data formatting for transmission to Government databases, and demonstrating compliance with remediation work documents and multi-agency guidance documents. The Database Manager shall have the following as a minimum.

- (1) An undergraduate degree in engineering or a physical science
- (2) At least three (3) years of experience working with environmental restoration projects.
- (3) A combination of education and experience may be substituted for the education requirement providing 30 credit hours of math and science that is to be documented in transcripts including a total of 5 years of documented experience.

i) Toxicologist/Risk Assessor (TOX). Responsibilities include assisting the program manager, senior engineer and the senior scientist by performing risk calculations for human and ecological risks of the chemicals of concern. The calculations shall be performed per state and federal standards that can determine if a site is acceptable for the intended use. The qualified individual for this position shall have as a minimum:

- (1) An undergraduate degree in science or engineering
- (2) At least five years experience in toxicology and risk assessments.
- (3) At least seven (7) years of experience working with environmental restoration projects.
- (4) American Board of Toxicology Certification is desired

j) Project QC Manager. Responsibilities include assisting the QC Program Manager and developing, maintaining, and enforcing the QC program for individual task orders. The QC Manager should have

- (1) 5 years of QC experience managing restoration/remedial action projects.
- (2) The QC Manager shall complete the course entitled "Construction Quality Management for Contractors", offered by both NAVFAC and the Army Corps of Engineers.

k) Geographic Information System Manager. Responsibilities include operation and management of program and project specific site geographic information system (GIS) information/data, and integration into the Navy Installation Restoration Information Solution (NIRIS). Performs technical project activities, provides technical advice and guidance to GIS specialists and performs QA/QC review on technical work products prepared by project staff. A qualified individual shall have as a minimum:

- (1) an undergraduate degree in the specific discipline, and
- (2) 7 years of experience working with environmental restoration projects
- (3) Certification is desirable, where available.

l) Transportation and Disposal Coordinator. The Transportation and Disposal Coordinator shall serve as the single point of contact for all environmental regulatory matters and shall have overall responsibility for total environmental compliance of waste transportation and disposal, including, but not limited to, determination of proper shipping names, identification of marking, labeling, packaging and placarding requirements; completion of waste profiles, PCB/HW manifest, bill of lading, exception and discrepancy reports; and other reporting and required environmental documentation. A qualified individual shall have

(1) a minimum of 3 years of specialized experience in the management and transportation of hazardous waste and certified under 49 CRF 172, Subpart H.

PART 2.0 CONTRACT MANAGEMENT

2.1 PROGRAM MANAGEMENT

2.1.1 The contractor shall establish a program management organization (PMO) as part of overall contract management that shall plan, monitor, and control all contract task orders issued under this contract, and ensure contract task orders are completed in a timely, cost effective, and highly competent manner. All program management costs will be captured under one task order. Program management costs shall not exceed the amount proposed on Attachment JL.9 of contract task orders awarded. The contractor shall provide PMO functions under the contract for activities specifically attributable to the contract but not directly identifiable to a specific task order issued under the contract. Services to include labor, material, equipment, and travel necessary for the overall management of the contract at the program level including, but not limited to, the following functions:

1. Program meetings with the Navy
2. Internal Program Meetings tied directly to Program Management of the contract
3. Program oversight (including secretarial support for PMO functions as well as technical support for scheduling/coordination)
4. Periodic data calls
5. Preparation and review of monthly task order financial summaries
6. Review and approval of monthly task order reports
7. Task order closeout efforts
8. Contract administration for program modifications
9. Annual review of program quality control and safety and health plan
10. Program-level quality control and safety audits on random task orders
11. Invoicing
12. Subcontract administration (team and second tier)
13. PMO Web page maintenance.

The PMO task order does not include the following:

1. Program setup
2. Direct site staffing
3. Internal meetings which include travel and per diem
4. Travel and per diem associated with Internal Program Meetings
5. Establishment/development of invoicing procedures/templates
6. Setup of accounting and cost control support
7. Cost templates
8. Initial subcontract negotiations/agreements with team subcontractors
9. Work directly related to and covered by another task order
10. Contract Management and Program Plans (Contract Management Plan, Quality Control Program Plan, Emergency Response Plan, Corporate Health and Safety Plan, and Strike Contingency Plan).

11. All other costs attributed to the cost of doing business.

2.1.2 Program Management Office Personnel. Because of the number, complexity, and diversity of the projects that may be implemented under this contract, successful execution will require personnel principally responsible for planning, coordinating, monitoring, and controlling large, long-term, and technically complex projects. It is essential that these personnel access and utilize a Contract Management System in order to ensure real-time project management. The contractor shall furnish specialized skills and experience as required for the performance of Contract Task Orders and for any management or administrative support required to accomplish the Contract Task Orders.

2.2 CONTRACT MANAGEMENT PLAN. After contract award, the Contractor will be tasked with submitting 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. The Plan must be consistent with the Contract Management data submitted in the Contractor's proposal. 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 (as applicable)
 - (f) Compensation System
 - (g) Government Property Management System
 - (h) Subcontracting Procedures
 - (i) Project Closeout Procedures

2.3 CONTRACT MANAGEMENT SYSTEM (CMS). The Contractor shall utilize a CMS which shall be an effective integrated system to manage each Contract 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 of once per month to coincide with data transfers and generation of monthly progress reports. The Contractor shall utilize existing in-place systems to the maximum extent possible.

2.4 MONTHLY STATUS REPORTS. The Contractor shall prepare monthly progress reports. The reports will be due for all active Contract Task Orders on the 15th calendar day of each month, or as agreed to with the Contracting Officer. All CTO progress reports shall be submitted under one transmittal letter. The purpose of these reports will be to apprise the Navy 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, and shall document the work that has been accomplished at a site. The financial sections shall provide a baseline for planned expenditures for the total project and for each CTO, and monitor actual expenditures against the baseline to assess the financial status of the project.

2.4.1 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 CTOs, highlighting key activities and any deviations from planned schedules and budgets.

2.4.1.1 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 activities of the Program Management Office and progress achieved under each project. Specific areas of interest shall include difficulties 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.

2.4.1.2 Financial. This section shall provide the following information:

- CTO budgets
- Cumulative invoiced amounts
- Available estimated costs
- Estimated costs to complete ongoing CTOs
- Estimated budget variances and a plan for corrective actions, if applicable
- Cost saving initiatives implemented during the reporting period

2.4.1.3 Subcontracts. This section shall list all subcontracts awarded monthly by title, subcontractor, and dollar value.

2.4.2 Contract Task Order Progress Reports. The CTO Progress Reports shall contain technical and financial summaries for each CTO. Reporting of cost and schedule status should be to the Environmental Cost Element Structure Work Breakdown Structure (ECES WBS) Level 2. The Contracting Officer shall identify details of the status report format after contract award. The report shall be submitted to the responsible RPM, or as indicated by the Contracting Officer.

2.4.2.1 Technical. The reports shall present a summary and highlights of progress and problems experienced during the reporting period and shall contain detailed activity progress reports for each active CTO. A tabular summary showing planned and actual start and completion dates for each of the standard tasks, percent complete for each active task, and schedule variances also shall be provided. The schedule should also forecast the completion date with any unforeseen changes and include schedule variances. Schedule variances shall be highlighted in the narrative with options for correcting problems as appropriate. The reports shall also show how many months are left on the period of performance.

2.4.2.2 Financial. Site-specific financial status reports shall contain detailed cost summaries for each active CTO. They shall compare planned versus actual expenditures for all standard tasks. The reports shall contain tabular and graphical summaries. In addition, the reports shall contain six month cost projections and explain any variances in a narrative summary.

2.5 DETAILED COST REPORT. A detailed historical cost report, due upon request, shall contain burdened and unburdened costs, organized using the Environmental Cost Element Structure (ECES) WBS. The costs shall be categorized to the 4th level. The report should show the WBS level with the unit of measure and unit cost to the forth level. The ECES WBS may be found on the internet at www.em.doe.gov/aceteam. The report should also include a short description of each level.

2.6 RAC WEBSITE. After contract award, the contractor shall submit a plan to the contracting officer or designated representative to develop a Website for this contract. The Website shall be used as a communication tool for distribution of program information and task order status (e.g. monthly status reports and invoices) to the Navy.

PART 3.0 GENERAL REQUIREMENTS FOR CONTRACT TASK ORDERS

3.1 CONTRACT TASK ORDER BASIC REQUIREMENTS

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

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

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

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

3.1.5 **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.

3.2 **SPECIFICATIONS AND STANDARDS.** The specifications and standards referenced in the specifications, including addenda, amendments, and errata listed, shall govern where references thereto are made. In case of differences between the 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.

3.3 **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.

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

3.5 **STATION REGULATIONS.** The Contractor and his employees and subcontractors shall become familiar with and obey station regulations, including 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.

3.6 **SCHEDULING.** Schedule work so as to cause the least amount of interference with station operations. Work schedules shall be subject to the approval of the Contracting Officer or designated representative. Permission to interrupt any station roads, railroads, or utility service shall be requested in writing a minimum of 30 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.

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

3.8 EXISTING WORK

3.8.1 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.

3.8.2 Replacement. Portions of existing work which have been cut, damaged, or altered in any way during construction operations 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.

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

3.9 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.

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

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

3.12 SECURITY REQUIREMENTS.

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

3.12.2 **Defense Biometric Identification System (DBIDS) Program. NOTE: The NCAC Program, RapidGate Program, has been replaced by the DBIDS Program.** Identification badges, if required, will be furnished based on the individual installation security procedures. Contractor is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the Defense Biometric Identification System (DBIDS) program. The Contractor must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of contractor personnel to obtain entry approval will not affect the contract price or time of completion. All Contractor personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Task Order or Station requirements provided at the

preconstruction conference. Contractor personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only

Additional details may be found at the Commander, Navy Installations Command website at <https://www.cnmc.navy.mil/om/dbids.html>.

3.12.3 Site Security Requirements. Provide site security such as fencing or guard service as required by each Contract Task Order. However, at a minimum, maintain the site and other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others 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, which 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.

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

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

3.15 EMERGENCY RESPONSE

3.15.1 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.

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

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

PART 4.0 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION

4.1 GENERAL. The requirements stated herein provide general protection of natural resources and the environment during execution of Contract Task Order work. The Contractor shall comply with Federal, State, local, and base environmental laws and regulations including, but not limited to, pertinent Occupational Safety and Health Administration; Department of Transportation requirements; National Environmental Policy Act; Clean Water Act; Clean Air Act; Endangered Species Act; Safe Drinking Water Act; Toxic Substance Control Act; Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Act; Comprehensive Environmental Response, Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act;

Migratory Bird Treaty 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.

4.2 SUBMITTALS. For each Contract Task Order, provide the following submittals to the Contracting Officer or designated representative, unless otherwise indicated. The submittal list may include but are not limited to:

- a) Environmental Protection Plan
- b) Environmental Conditions Report
- c) Hazardous Waste Management Plan
- d) Emergency and Hazardous Chemical Inventory Forms
- e) Toxic Chemical Release Report
- f) Storm Water Pollution Prevention Plan

4.3 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.

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

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

4.4 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.

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

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

4.4.3 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 with surrounding contours.

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

4.4.5 Fish and Wildlife Resources. Do not disturb fish or wildlife except as specified in the Contract Task Orders. 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.

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

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

4.6 EROSION AND SEDIMENT CONTROL MEASURES

4.6.1 Burnoff. Burnoff of the ground cover is not permitted.

4.6.2 Borrow Pit Areas. Manage and control borrow pit areas to prevent sediment from entering nearby streams or lakes. Restore areas disturbed by borrow and haul operations, including those outside the borrow pit. 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.

4.6.3 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.

4.6.4 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 slopes 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. Any seeds (plant pallet) used for hydroseeding shall be approved by the base natural resources group and be in accordance with the base Natural Resource Management Plan.

4.7 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 appropriately. 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.

4.8 CONTROL AND DISPOSAL OF HAZARDOUS MATERIAL AND WASTE

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

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

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

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

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

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

4.8.7 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 Contracting Officer or designated representative. The hazardous material inventory shall include the following information: material name (trade and chemical), material CAS #, material classification(s), reportable quantity if applicable, threshold planning quantity if applicable, maximum quantity/volume maintained on the project, average daily quantity used on the project, and total quantity used on the project.

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

4.9 DUST CONTROL. Keep dust down at all times, including during non-working periods. Sprinkle or treat the soil at the site, haul roads, and other areas disturbed by operations with dust suppressants. 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.

4.10 NOISE. Make the maximum use of low-noise emission products as certified by the Environmental Protection Agency (EPA). Blasting or using explosives shall not be permitted without written permission from the Contracting Officer or designated representative, and then only during the designated times specified in the Contract Task Order.

4.11 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, tremolite, anthophyllite, and actinolite.

4.12 PERMITS. When applicable, obtain administrative and substantive permits, licenses, and certificates required by Contract Task Orders.

PART 5.0 SAFETY AND HEALTH

5.1 DESCRIPTION. This part describes in general terms, the minimum contractor safety and health requirements associated with the contract. The contractor shall prepare, implement, and enforce for each site described in contract task orders, an Accident Prevention Plan/ Site Safety and Health Plan (APP/SSHP). The contractor shall ensure that safety and health provisions on these plans are also followed by their subcontractors, suppliers, and support personnel.

5.2 SAFETY AND HEALTH PROGRAM. The contractor's Safety and Health Program shall comply with the U.S. Army Corps of Engineer (USACE) "Safety and Health Requirements Manual," EM-385-1-1, November 2014 or latest edition; United Facilities Guide Specifications (UFGS), November 2015 or latest edition; and with appropriate requirements of the Occupational Safety and Health Administration (29 CFR 1926.65 and or 29 CFR.1910), California Code of Regulations, Title 8, Section 5192; and any other relevant Federal, State, and local statutes and regulations.

5.3 IMPLEMENTATION

5.3.1 Corporate Safety and Health Plan. After contract award, the Contractor will be tasked to submit a current Corporate Safety and Health Program (CSHP) to the Contracting Officer for review by the Government and for use by the contractor in the preparation of the APP, SSHP and other safety and health plans required by the contract. The contractor shall make any additions or revisions required as a result of this review.

5.3.2 Accident Prevention Plan (APP). For each Contract Task Order (CTO), prepare a written APP with the respective CTO. The APP shall interface with the CSHP. An APP with appropriate appendices [e.g., SSHP, for hazardous waste operations, Activity Hazard Analysis (AHA), etc] shall be developed before the initiation of work at the job site, describing the specific work and hazards and implementing in detail the pertinent requirements as required by the USACE's EM 385-1-1 manual. The Contractor shall address each of the elements and sub-elements in the outline contained in Appendix A of the manual in the order that they are provided. If by the nature of the work an item is not applicable, the Contractor will so state and provide a justification for why that element/sub-element is not applicable. The APP shall be prepared as a standalone document including the AHA as an attachment. Changes and modifications to the APP are permitted and shall be made in writing with the knowledge and concurrence of the Contractor's Safety and Health Manager (SHM) and accepted by the government designated authority (GDA).

The preparer of the APP shall be proficient on the EM 385-1-1 and skilled in applying relevant and appropriate requirements on the safety and health aspects of the project. Contractor personnel qualified to prepare, approve and concur with the APP are listed in Appendix A, Signature Sheet.

At the projects site, the Site Safety and Health Officer (SSHO) shall be fully responsible to ensure that all mishaps/incidents and near misses are properly notified to the Contracting Officer, Remedial Project Manager/ Project Manager (RPM/PM) and local Resident Officer In Charge of Construction/Facilities Engineering and Acquisition Division (ROICC/FEAD) office as soon as practical, but no more than 24 hours afterwards. (Note: Projects with crane involvement, notification will be no more than 4 hours after any incident meeting definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident, per UFGS-01 35 26). Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment defined in paragraph DEFINITIONS, UFGS-01 35 26, property damages, and accidents resulting in at least \$20,000 in damages and near misses as defined in the EM 385-1-1, to establish the root cause(s) of the accident. Complete the NAVFAC Contractor Incident Reporting System (CIRS) form and submit to the FEAD/ROICC and copies to the Contracting Officer and RPM/PM. Contractor shall

preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Site shall be secured by the Contractor until Government investigation is formally completed and site restored to its proper order. A "Follow-up" or "Final" CSIR shall be submitted within five (5) days of the accident to the GDA.

Additional responsibilities of the SSHO and other contractor personnel are spelled out in the UFGS-01 35 26 and have to be adhered to on the project site.

Site Safety and Health Plan (SSHP). The Contractor shall prepare a written SSHP and shall cover all the elements in project specific detail as described in Section 33 of the EM 385-1-1 manual. Changes and modifications to the SSHP are permitted and shall be made in writing with the knowledge and concurrence of the Contractor's SHM and accepted by the GDA. The SSHP shall be prepared as a standalone document including the AHA, as an attachment. A SSHP shall always be required for remedial/cleanup or environmental restoration projects. A SSHP shall not be required for compliance and natural/cultural projects. However, at times there could be a compliance project which may expose personnel to hazardous, toxic and radioactive wastes (HTRW), then a SSHP will also be required.

APP/SSHP. Once in the final form and accepted by the GDA, the APP and SSHP, remaining as standalone documents, shall be combined into one binder and shall be titled APP/SSHP. However, for compliance projects, only an APP shall be required and prepared by the contractor and the document titled Accident Prevention Plan. A copy of these plans are required to be on the job site and available for use by all contractor and GDA personnel.

5.3.3 ACCEPTANCE OF APP/SSHP. Acceptance of the Contractor's APP/SSHP is required prior to start of field activities on each CTO. Acceptance shall be made by the RPM/PM. Acceptance is predicated after proper reviews and inputs are made by government designated reviewers, such as, the NAVFAC SW EV Safety Representative, Navy and Marine Corps Public Health Center (NMCPHC), ROICC/FEAD representatives. Prior to acceptance, the RPM/PM shall ensure that the final APP/SSHP includes all appropriate and applicable comments or inputs made by the government designated reviewers. After acceptance by the RPM/PM, the contracting officer or designated representative shall be notified of changes in the approved plan within 48 hours of the change. Changes are subject to disapproval or ratification by the contracting officer (after the fact). The Government reserves the right to require the Contractor to make changes in their APP/SSHP and operations as necessary to ensure the health and safety of persons and government properties on or near the site.

5.3.4 APP AND SSHP REVIEW PROCESS. To obtain and officially document review of the APP and SSHP, the following process should be implemented:

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

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

(1) Upon verification and instruction from the Navy RPM/PM, the contractor shall deliver an electronic copy or mail (CD or hardcopy) of the following documents: (1) Project Work Plan (2) SSHP, (3) APP and (4) AHA to NMCPHC Point of Contract (POC) (see Table 1 for current POCs). Include with these documents the "Email Memorandum for Requesting Navy and Marine Corps Public Health Center (NMCPHC) Review form" which includes the name of the RPM/PM, contact information, contractor and any other pertinent information (see below). Allow at least 10 working days for review and electronically notify the EV Safety Representative and Navy RPM/PM of the request for review. APP and SSHP that require an accelerated review period shall be negotiated directly with the NMCPHC POC, with electronic notification to the EV Safety Representative.

(2) NMCPHC POC provides e-mail notification to Navy RPM/PM and EV Safety Representative of the receipt of document. EV Safety Representative tracks the document review process including date of receipt and date when comments are finalized.

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

(4) NMCPHC POC provides official copy of final comments to EV Safety Representative who retains a copy of the comments on file.

POC Title	Name	Contact Information
NAVFAC SW EV Safety Representative	Mr. Almario Erasquin	Naval Facilities Engineering Command, Southwest 1220 Pacific Highway San Diego, CA 92132 Code: EV43 Tel: (619) 532-1051 almario.erasquin@navy.mil
Navy and Marine Corps Public Health Center POC	Mr. Bob Hayes	Environmental Programs Directorate Navy and Marine Corps Public Health Center 620 John Paul Jones Circle, Suite 1100 Portsmouth, VA 23708-2103 Tel: (757) 953-0937 Fax: (757) 953-0675 DSN: 377 harold.hayes@med.navy.mil

5.4 SAFETY AND HEALTH MANAGER. The Contractor shall use an experienced Safety and Health Manager (SHM) to implement and oversee the Safety and Health Program and to develop, implement, and sign APPs. The SHM shall be proficient in the requirements of the EM 385-1-1 and skilled in applying relevant and appropriate requirements to the safety and health aspects of the project. Completion of the 40-hour EM 385-1-1 Safety Hazard Awareness Course for Contractors is required. Any changes to the established Safety and Health Program or APPs shall be at the direction and approval of the SHM, with concurrence of the Contracting Officer or designated representative. The SHM shall be readily available for consultation when required by the contract or the Contracting Officer or designated representative.

The SHM or designated representative with similar qualifications shall conduct initial site-specific training, be present on each project site during the first three days of remedial activities and at the startup of each new major phase of work, visit the site as needed and at least once per week for the duration of activities to audit the effectiveness of the APP, be available for emergencies, provide onsite consultation, be responsible for evaluating air monitoring data and recommending changes to engineering controls, be responsible for work practices and personal protective equipment, review accident reports and results of daily inspections, and serve as a member of the Contractor's quality control staff.

5.5 SITE SAFETY AND HEALTH OFFICER. In addition, the Contractor shall use a trained, experienced Site Safety and Health Officer (SSHO) to assist and represent the SHM in continued implementation and enforcement of the approved APPs. A SSHO and at least one alternate shall be assigned to each project site and shall report to the

SHM in matters pertaining to site safety and health. The name, qualifications (documented education, experience, and training) of the SSHO and alternate(s) shall be included in the APP. 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 safety and health. The SSHO shall be the main contact for any on-site emergency situation. Except in an emergency, the SSHO may modify the approved APP only after consultation and concurrence of the SHM. The SSHO shall be First Aid and CPR qualified. The SSHO shall notify the local FEAD/ROICC verbally whenever the Contractor is at the project site.

The SSHO or alternate(s) shall assist and represent the SHM in onsite training and day-to-day onsite implementation and enforcement of the APP, be assigned to the project site on a fulltime basis for the duration of field activities unless otherwise specified in the Contract Task Order for low risk activities, have authority to ensure site compliance with safety and health requirements as per federal and state statutes and regulations and all aspects of the APP, and conduct daily safety inspections and document findings into the daily inspection log.

The SSHO shall be fully responsible to ensure that all mishaps and near misses are properly reported to the Contracting Officer, RPM, and local FEAD/ROICC as soon as practical, but no later than four (4) hours after the incident. An accident investigation shall be conducted to establish the root causes(s). The Contractor shall submit an initial report to the FEAD/ROICC using the Navy's Contractor Significant Incident Report (CSIR) form, with copies to the Contracting Officer and RPM. Contractor shall preserve the conditions and evidence on the accident site until the Government investigation team arrives on site and the Government investigation is conducted. The site shall be secured by the Contractor until the Government investigation is formally completed and the site is restored to its proper order. A "Follow-Up" or "Final" CSIR shall be submitted within five (5) days of the accident.

5.6 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS. The Contractor shall maintain on-site protective equipment as specified in each Contract Task Order for use by Government personnel.

PART 6.0 QUALITY CONTROL (QC)

6.1 SUMMARY. This part establishes minimum requirements for quality control that shall apply to all Contract Task Orders. The Contractor shall have a documented quality system (referred to as the Quality Management Plan or QMP) that conforms to the Uniform Federal Policy for Implementing Quality Systems (UFP-QS) – 2005 (EPA-505-F-03-001) and ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs. The Quality Management Plan Manual (QMP) 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, but must meet the requirements in the Uniform Federal Policy for Quality Assurance Project Plans, EPA March 2005.

6.2 REFERENCES

- Unified Facilities Guide Specification (UFGS), UFGS-01 R500.00 20, dated Feb 2010
- US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, 28Nov2014, including latest updates
- Occupational Safety and Health Regulations, 29 CFR 1910 and 29 CFR 1926
- Uniform Federal Policy for Implementing Quality Systems (UFP-QS) – Final Version 2 March 2005 (EPA-505-F-03-001)
- ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs
- EPA Requirements for Quality Assurance Project Plans (QA/R-5),), EPA/240/B-01/003, March 2001
- 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 (Two documents which include; EPA -505-B-04-900A and EPA -505-B-04-900B).
- Department of the Navy Environmental Restoration Program Manual, DON Aug 2006

- Environmental Work Instruction #1, Chemical Data Validation, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #2 Revision 5, Review, Approval, Revision, and Amendment of Sampling and Analysis Plans (SAPs), NAVFAC SW, 12 Jan 2011
- Environmental Work Instruction #3, Laboratory Quality Assurance Program, NAVFAC SW, 23 Aug 2010
- Environmental Work Instruction #4, CERCLA, Administrative Record and Compendium, NAVFAC SW, September 2018
- Environmental Work Instruction #5, Identifying Task Headings for Environmental Projects using Comprehensive Work Breakdown Structure (WBS), NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #6, Environmental Data Management and Required Electronic Delivery Standards, NAVFAC SW 19 Apr 2005
- Environmental Work Instruction #7, Procedural Guidance for Statistically Analyzing Environmental Background, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #8, Low-Level Radioactive Waste (LLRW) Disposal Program, NAVFAC SW, 28 Nov 2001
- Environmental Work Instruction #9, Working Draft Standard Text for Applicable or Relevant and Appropriate Requirements (ARARs) NAVFAC SW 22 December 2011
- NAVFAC Construction Quality Management Program, NAVFAC P-445/ NAVFAC 0525-LP-037- 7202. June 2000

6.2.1 OTHER REFERENCES

- 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, "Explosives Safety Review, Oversight, and Verification of Response Actions Involving Military Munitions", (14 Oct 2003)
- NOSSA Instruction 8020.15A (or Marine Corps Equivalent), "Military Munitions Response Program Oversight"
- DoD Explosives Safety Board (DDESB) Standard 6055.9-STD
- DDESB Technical Paper Number 18, dated December 2004
- Marine Corps Order P 8020.10A, "Marine Corps Ammunition Management and Explosives Safety Policy Manual" (for work perform at USMC installations)
- Automated Quality Assessment Planning System (AQAPS) outline reports for Preliminary Assessments
- Automated Quality Assessment Planning System (AQAPS) CD.
- ASTM A 880, 1989 Criteria for use in Evaluation of Testing Laboratories and Organizations for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
- ASTM C 1077, 1990 Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
- ASTM D 3666, 1990 (Rev.A) Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials
- ASTM D 3740, 1988 Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- ASTM E 329, 1990 Use in the Evaluation of Testing and Inspection Agencies as Used in Construction
- ASTM E 543, 1989 (Rev. A) Determining the Qualifications of Nondestructive Testing Agencies
- ASTM Designation D 3951-88, Standard Practice for Commercial Packaging, current version
- PA report or Archives Search Report of installation
- Range Identification and Preliminary Range Assessment
- Environmental Impact Study
- Environmental Impact Statement
- Espionage Laws, Title 18, USC 793 and 794
- Installation Comprehensive Land Use Plan
- Installation Master Plan/Development Plan
- IRP Initial Assessment Study/Preliminary Assessment and other IRP reports related to the site

- Industrial Security Manual for Safeguarding Classified Material
- Environmental Baseline Survey or Environmental Condition of Property
- Integrated Natural Resources Management Plan
- Joint Travel Regulations, current version
- Military Munitions Rule [Federal Register: February 12, 1997 (Volume 62, Number 29)]
- DoD Policy to Implement the EPA's Military Munitions Rule (July 1, 1998)
- DODD 4715.11E, Environment, Safety, and Occupational Health (ESOH) (March, 2005)
- Handbook on the Management of Munitions Response Actions, USEPA (Draft Final May 2005)
- Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA Section 120 (h) 42 U.S.C. Section 9620) and as amended by the SARA of 1986
- Community Environmental Response Facilitation Act (CERFA), Public Law 102-426 (Oct 19, 1992)
- Military Standard 129, Marking for Shipment and Storage, current version
- Naval Environmental Engineering Support Activity (NEESA) 20.2-047, current version
- The National Oil and Hazardous Substances Pollution Contingency Plan (NCP), Part 300, Chapter 40, CFR
- USACOE, Military Munitions Center of Expertise, Technical Update for Munitions Constituents (MC) Sampling, March 2005
- USACOE, Conceptual Site Models for Ordnance And Explosives (OE) and Hazardous, Toxic, And Radioactive Waste (HTRW) Projects, Feb 2003
- USACOE, MEC Detection, Recovery, And Disposal Technology Assessment Report, Dec 2005
- USEPA, OERR, Guidance for Performing Preliminary Assessments under CERCLA, Publication 9345.0-01A (Sept. 1991)
- USEPA, Improving Site Assessment: Abbreviated Preliminary Assessments, Publication 9375.2-09FS (October 1999)
- USEPA, OERR, Guidance for Performing Site Inspections Under CERCLA, Directive 9345.1-05 (September 1992)
- USEPA, OERR, Improving Site Assessment: Combined PA/SI Assessments, Directive 9375.2-10FS, Quick Reference Guide Series (October 1999)
- USEPA Federal Facilities Remedial Preliminary Assessment Summary Guide, July 21, 2005
- USEPA Federal Facilities Remedial Site Inspection Summary Guide July 21, 2005
- USEPA Uniform Federal Policy for Quality Assurance Project Plans Manual, March 2005
- 29 Code of Federal Regulations (CFR) 1910.1001

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

6.3.1 After Basic Contract award, the contractor will be directed to submit a QMP to the Contracting Officer (CO) within 30 days from contract award. For approval with technical evaluation from the Quality Assurance Officer (QAO), project manager, and other pertinent technical support staff. This document will serve as the platform for streamlined CTO-specific plans and procedures. Guidance on the content of the QMP can be found in the following references: 1. EPA Requirements for Quality Management Plans, EPA/240/B-01/002 March 2001; 2. Uniform Federal Policy for Implementing Quality Systems (UFP-QS) Final Version 2 March 2005 (EPA-505-F-03-001); and 3. ANSI/ASQ E4-2014 or latest version: Quality Systems for Environmental Data and Technology Programs.

The Quality System that the contractor is employing for this contract award is documented at an organizational level in a Quality Management Plan (QMP). The organizational QMP will detail how the Quality System is to be implemented throughout the organization. A QMP documents how an organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system. It will include information by which the organization will manage, plan, implement, assess, conduct corrective action upon, and continually improve the products, services, and activities involved in environmental data collection or use in environmental technology management. The QMP should generally address 10 elements in the UFP-QS document in order to conform with ANSI/ASQC E4:

1. Management and Organization
2. Quality System and Description
3. Personnel Qualification and Training
4. Procurement of Products, Services, and Activities
5. Documents and Records
6. Computer Hardware and Software
7. Planning
8. Management of Work Process Implementation, including implementation of the Three Phases of Control: Preparatory, Initial and Follow up (forming the backbone of the Contractor's Quality Control System). Through the Three Phases of Control, the Contractor establishes the correct quality at the beginning of each feature of work and monitors the work through completion to ensure that quality requirements are met.
9. Assessment and Response
10. Quality Improvement

The QMP must be sufficiently inclusive, explicit, and readable to enable both management and staff to understand the priority which management places on QA and QC activities, the established quality policies and procedures, and their respective quality-related roles and responsibilities. The QMP must be written so that an assessment of the suitability and effectiveness of the organization's QS can be accomplished. Such assessments will enable management to determine if the QS meets the needs of the organization. The QMP should be focused on the processes and procedures used to plan, implement, and assess the programs to which it is applied, and must include definitions of appropriate authorities and responsibilities for managers and staff.

6.3.2 Contract Task Order (CTO)-specific Sampling and Analysis Plans (SAPs), also referred to as UFP-Quality Assurance Plans (QAPPs), shall be prepared and submitted to the QAO for approval prior to regulatory review and field implementation.

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

6.5 QC PROGRAM. Contractor QC Program requirements are described in the QM P. This document describe the QC organization, plans and procedures that will be tailored according to the CTO scope of work.

6.6 QC MANAGEMENT

6.6.1 Program Quality Control Manager. Provide a QC Manager to manage and implement the contract-wide QC program. Any changes to the Quality Management Plan (QMP) shall be at the direction and approval of the QC Manager, with approval from the Navy Quality Assurance Officer (QAO).

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

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

6.7 QUALITY CONTROL PLANS

6.7.1 Program Level

6.7.1.1 The QMP establishes minimum requirements for quality control that shall apply to all Contract Task Orders. The Contractor shall have a documented quality system (referred to as the Quality Manual or QM) that conforms to the Uniform Federal Policy for Implementing Quality Systems (UFP-QS) – 2005 (EPA-505-F-03-001) and ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs. The QMP 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.

6.7.2 Project (CTO) Level

6.7.2.1 Sampling and Analysis Plans (SAPs), also referred to as QAPPs. SAPs shall contain all the required elements of Field Sampling Plans (FSPs) and Quality Assurance Project Plans (QAPPs) in accordance with applicable regulatory guidance documents and NAVFAC SW Environmental Work Instructions and the latest version of the UFP-QAPP guidance documents. The project-specific contents of the SAP are based on the Uniform Federal Policy for Quality Assurance Project Plans, EPA March 2005 (or latest version), the CTO Statement of Work, and site-specific data quality objectives. It includes or references SOPs used to perform the work. The Program QC Manager and Project Manager shall review and approve the SAP prior to submittal to the QAO for review and approval. This approval shall be identified by signature on the cover page. The SAP shall be submitted to the NAVFAC SW QAO for review and approval prior to regulatory review and field implementation.

6.7.3 Preliminary Work Authorized Prior to Approval. No work is authorized to proceed prior to the approval of the SAP and Construction QC Plan, unless specifically authorized by the Contracting Officer or designated representative. The Contracting Officer or the QAO reserves the right to require changes to project plans to ensure the specified quality of work.

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

6.9 THREE PHASES OF CONTROL. The Project QC Manager shall perform the three phases of control for each definable feature of construction work described in the NAVFAC Construction Quality Management Program, NAVFAC P-445/ NAVFAC 0525-LP-037- 7202, June 2000. Guidelines for performing and documenting the preparatory, initial, and follow-up inspections are contained in the Contractor's QMP. Note: these guidelines are based on the Department of the Navy (DON), Naval Facilities Engineering Command Guide Specification, NFGS-01450J, Quality Control. The Contractor shall notify the Contracting Officer, or designated representative, prior to the start of the preparatory and initial phases. The notification procedures and lead-time will be established for each CTO by the Contracting Officer, or designated representative.

6.10 SUBMITTAL REVIEW AND APPROVAL. Procedures for submission, review, and approval of submittals are described in Part 7.0, "Submittals."

6.11 LABORATORIES

6.11.1 Environmental. Laboratories performing Environmental Restoration (ER,N) or compliance work funded by Environmental Restoration (ER,N) or Base Realignment and Closure (BRAC) must have current accreditation under the DoD Environmental Laboratory Accreditation Program (DoD ELAP) for the specific lab tests and analytes for each sample matrix. Laboratories shall also be certified by the State (if available) in which the project/site is located. On-site chemical analysis by mobile laboratories that are generating definitive data for an Environmental Restoration project must be performed by laboratories certified by the State (if available) in which the project/site is located. Unless otherwise specified, analysis shall only be performed in accordance with the approved SAP. Any deviation from the above requirements must be approved in writing by the appointed NAVFAC SW QAO.

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

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

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

6.12 QC CERTIFICATIONS

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

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

6.12.3 Completion Certification. Upon completion of work under a Contract Task Order, the Project QC Manager shall furnish a certificate to the Contracting Officer or her designated representative attesting that "the work has been completed, inspected, and tested, and is in compliance with the contract."

6.13 QC DOCUMENTATION

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

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

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

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

PART 7.0 SUBMITTALS (GENERAL STANDARDS)

7.1 SUMMARY. This part establishes the requirements for submittal by the Contractor for review and approval. Submittals for contract task orders shall be prepared and processed using this part, including those requirements specified in other parts of Section C as being submitted in a Contract Task Order.

7.2 TYPES OF SUBMITTALS. Submittals include shop drawings, product data, samples, administrative and closeout submittals, and additional technical support data presented for review and approval

7.2.1 Definitions. The following submittal descriptions are classified into four groupings of submittals as designated in Paragraph 7.7 entitled "Schedule of Submittal Descriptions (SD)."

a) Shop Drawings. As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier subcontractor, to illustrate a portion of the work. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

b) Product Data. Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate a portion of the work, but not prepared exclusively for this contract. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

c) Samples. Physical examples of products, materials, equipment, assemblies, or workmanship, physically identical to a portion of the work, illustrating a portion of the work or establishing standards for evaluating the appearance of the finished work or both. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

d) Administrative Submittals. Submittals of data for which reviews and approval will be required to ensure that the administrative requirements of the project are adequately met but not to ensure directly that the work is in accordance with the design concept and in compliance with the contract documents. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

7.2.2 Approving Authority. The person who is authorized to approve a submittal.

7.3 SUBMITTAL REGISTER. For each Contract Task Order, submit a Submittal Register. Instructions for completion of the Government furnished Submittal Register are provided in Section 7.8. The submittal register with columns (a), (b), (c), and (d) completed by the Contractor is designated the initial submittal register required as a part of the Project QC Plan. Additional details concerning the use of the submittal register will be explained at the preconstruction conference.

7.4 PROCEDURES FOR SUBMITTALS

7.4.1 Reviewing, Certifying, Approving Authority. The Contractor's QC organization shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements. The approval authority on submittals is the Project QC Manager unless submission to the Contracting Officer is specified for the specific submittal.

7.4.2 Constraints

- a) Submission. Submittals shall be complete for each definable feature of work; components of the definable features interrelated, as a system shall be submitted at the same time.
- b) Acceptability. When submittal acceptability is dependent on conditions, items, or materials included in separate subsequent submittals, the submittal will be returned without review.
- c) Approval. Approval of a separate material, product, or component does not imply approval of the assembly in which the item functions.

7.4.3 Scheduling

- a) Coordination. Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.
- b) Review Period. Except as specified otherwise, allow a review period, beginning with receipt by the approving authority, that includes at least 15 working days for submittals requiring Project QC Manager approval and 20 working days for submittals requiring Contracting Officer or designated representative approval. The period of review for submittals with Contracting Officer or designated representative approval begins when the Government receives the submittal from the Contractor's QC organization. The period of review for each resubmittal is the same as for the initial submittal.

7.4.4 Contractor's Responsibilities

- a) Verify Field Conditions. Determine and verify field measurements, materials, and field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.
- b) Transmission. Transmit submittals to the QC organization in orderly sequence, in accordance with the submittal register, and to prevent delays in the work, delays to the Government, or delays to separate Contractors.
- c) Revisions. Correct and resubmit submittal as directed by the approving authority. Direct specific attention, in writing or on resubmitted submittal, to revisions not requested by the approving authority on previous submissions.
- d) Copies. Furnish additional copies of submittals when requested by the Contracting Officer or designated representative, to a limit of 20 submittals.
- e) Completion of Work. Complete work, which shall be accomplished as a basis of a submittal in time to allow the submittal to occur as scheduled.
- f) Approval. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted" except to the extent that a portion of the work shall be accomplished as a basis of the submittal.

7.4.5 QC Organization Responsibilities

- a) Receiving Date. Note the date on which the submittal was received from the Contractor on each submittal for which the Project QC Manager is the approving authority.
- b) Verify Field Conditions. Determine and verify field measurements, materials, and field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.

c) Review. Review submittals for conformance with project design concepts and compliance with the contract documents.

d) Action. Act on submittals, determining the appropriate action based on the QC organization's review of the submittal.

(1) When the Project QC Manager is the approving authority, take the appropriate action on the submittal from the possible actions defined in the paragraph entitled "Actions Possible."

(2) When the Contracting Officer or designated representative is the approving authority or when a variation has been proposed, forward the submittal to the Government with the certifying statement or return the submittal marked "not reviewed" or "revise and resubmit" as appropriate.

e) Legible. Ensure that material is clearly legible.

f) Certification Stamp. Stamp each sheet of each submittal with the Contractor's certification stamp, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

(1) When the approving authority is the Contracting Officer or designated representative, the QC organization will certify submittals forwarded to the Contracting Officer or designated representative with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated into Contract Number _____, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer _____, Date _____
(signature when applicable)

Certified by Project QC Manager _____, Date _____
(signature)

(2) When the approving authority is the Project QC Manager, the Project QC Manager will use the following approval statement when returning submittals to the Contractor as "Approved" or "Approved as Noted."

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated into Contract Number _____, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is approved for use.

Certified by Submittal Reviewer _____, Date _____
(signature when applicable)

Approved by Project QC Manager _____, Date _____
(signature)

g) Signature. Sign the certifying statement or approval statement. The person signing the certifying statements shall be the QC organization member specified in the part entitled "Quality Control" or designated in writing by the Contractor as having that authority. The signatures shall be in original ink. Stamped signatures are not acceptable.

h) Submittal Register. Update the submittal register as submittal actions occur and maintain the submittal register at the project site until final acceptance of work by the Contracting Officer or designated representative.

i) Retention. Retain a copy of approved submittals at the project site, including the Contractor's copy of approved samples.

j) Distribution. When the approving authority is the Project QC Manager, forward two copies of each approved submittal, except "samples," where one set is required, to the Contracting Officer or designated representative.

7.4.6 Government's Responsibilities. The following applies to the Contracting Officer or designated representative when indicated to be the approving authority:

a) Submittal Date. Note the date on which the submittal was received from the Project QC Manager, on each submittal.

b) Review. Review submittals for approval within the scheduling period specified and only for conformance with project design concepts and compliance with the contract documents.

c) Returned Submittals. Identify returned submittals with one of the actions defined in the paragraph entitled "Actions Possible" and with markings appropriate for the action indicated.

d) Distribution. Retain three copies of each submittal, except "Samples" where one copy will be retained.

7.4.7 Actions Possible. Submittals will be returned with one of the following notations:

a) Not Approved. Submittals marked "not reviewed" shall indicate the submittal has been previously reviewed and approved, is not required as a submittal, does not have evidence of being reviewed and approved by the Contractor, or is not complete. A submittal marked "not reviewed" shall be returned with an explanation of the reason it is not reviewed. Returned submittals deemed to lack review by the Contractor or to be incomplete shall be resubmitted with appropriate action, coordination, or change.

b) Approved. Submittals marked "approved" or "approved as submitted" authorize the Contractor to proceed with the work covered.

c) Approval as Noted. Submittals marked "approved as noted" authorize the Contractor to proceed with the work as noted provided the Contractor takes no exception to the notations.

d) Revise and Resubmit. Submittals marked "revise and resubmit" or "disapproved" indicate the submittal is incomplete or does not comply with the design concept or the requirements of the Contract documents and shall be resubmitted with appropriate changes.

7.5 FORMAT OF SUBMITTALS

7.5.1 Transmittal Form. Transmit each submittal, except sample installations and sample panels, to the office of the approving authority. Transmit submittals with a transmittal form prescribed by the Contracting Officer or designated representative. The transmittal form shall identify the Contractor, indicate the date of the submittal, and include information prescribed by the transmittal form and required in the paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

7.5.2 Identifying Submittals. Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on the transmittal form. Mark each copy of each submittal identically, with the following:

a) Project title and location.

- b) Construction contract number and contract task order.
- c) The section and part number of the section by which the submittal is required.
- d) The submittal description (SD) number of each component of the submittal.
- e) If a resubmission, an alphabetic suffix on the submittal description, for example, SD-10A, to indicate the resubmission.
- f) The name, address, and telephone number of the subcontractor, supplier, manufacturer and any other second tier Contractor associated with the submittal.
- g) Product identification and location in project.

7.5.3 Format for Product Data

- a) Presentation. Present product data submittals for each section as a complete, bound volume. Include a table of contents listing page and catalog item numbers for product data.
- b) Notation. Indicate, by prominent notation, each product, which is being submitted; indicate the specification section number and paragraph number to which it pertains.
- c) Product Supplement. Supplement product data with material prepared for the project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for the project.

7.5.4 Format for Shop Drawings

- a) Size. Shop drawings shall be not less than 8-1/2 by 11 inches no more than 30 by 42 inches.
- b) Placement. Present 8-1/2 by 11 inch shop drawings as a part of the bound volume for the submittals required by the section. Present larger drawings in the sets.
- c) Information. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to the information required in Paragraph 7.5.2 entitled "Identifying Submittals."
- d) Dimensions. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Identify materials and products for work shown.

7.5.5 Format of Samples

- a) Size. Furnish samples in the sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:
 - (1) Sample of equipment or device: Full size.
 - (2) Sample of materials less than 2 by 3 inches: Built-up to 8-1/2 by 11 inches.
 - (3) Sample of materials exceeding 8-1/2 by 11 inches: Cut down to 8-1/2 by 11 inches and adequate to indicate color, texture, and material variations.
 - (4) Sample of linear devices or materials, such as conduit and handrails: 10-inch length or length to be supplied, if less than 10 inches.

(5) Sample of non-solid materials (e.g., sand, paint, etc.): One pint, unless specified otherwise in technical sections.

(6) Sample panel: 4 feet by 4 feet.

(7) Sample installation: 100 square feet.

b) Range of Variation. Samples showing range of variation: Where unavoidable variations must be expected, submit sets of samples of not less than three units showing the extremes and middle of the range.

c) Reusable Samples: Incorporate returned samples into the work only if so specified or indicated. Incorporated samples shall be in undamaged condition at the time of use.

d) Recording of Sample Installation: Note and preserve the notation of the area constituting the sample installation but remove the notation at the final cleanup of the project.

e) Color, Texture, or Pattern: When specified in naming a particular manufacturer and style, include one sample of that manufacturer and style for comparison.

7.5.6 Format of Administrative Submittals

a) Reference Document. When the submittal includes a document, which is to be used in the project or become a part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document, but to a separate sheet accompanying the document.

b) Operation and Maintenance Manual Data: Submit in accordance with the Contract Task Order.

7.6 QUANTITY OF SUBMITTALS

7.6.1 Number of Copies of Product Data

a) Submit six copies of submittals of product data requiring review and approval only by the QC organization and seven copies of product data requiring review and approval by the Contracting Officer or as stipulated in the task order.

7.6.2 Number of Copies of Shop Drawings

a) For shop drawings presented on sheets larger than 8-1/2 inches by 14 inches, submit one reproducible and three prints of each shop drawing prepared for this project.

(1) Transmit reproducible rolled in mailing tubes.

(2) After review, the approving authority will retain the prints and return only the reproducible with notations resulting from the review.

b) For shop drawings presented on sheets 8-1/2 inches by 14 inches or less, conform to the quantity requirements for product data.

7.6.3 Number of Samples

a) Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by the approving authority and one will be returned to the Contractor.

b) Submit one sample panel. Include components listed in the technical section or as directed.

- c) Submit one sample installation, where directed.
- d) Submit one sample of non-solid materials.

7.6.4 Number of Copies of Administrative Submittals

- a) Unless otherwise specified, submit administrative submittals which are 8-1/2 inches by 14 inches or smaller in the quantity required for product data.
- b) Unless otherwise specified, submit administrative submittals larger than 8-1/2 inches by 14 inches in the quantities required for shop drawings.

PART 8.0 ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS

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

8.1 GRAPHIC DATA STANDARDS

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

As the Navy's authoritative data repository for environmental restoration data, NIRIS also maintains ER spatial data and displays the data in NAVFAC's WebGIS browser, the GRX Viewer. Geospatial data produced as a result of this Contract Task Orders shall be loaded into NIRIS in accordance with guidance set forth in the "Spatial Data Submittal" section of the "Non-NEDD Deliverable Submittal Guidelines" SOP. This SOP can be found here: https://niris.navy.mil/Private_Documents/Knowledge_Base/Sop_Documentation/03-000-04%20Non-NEDD%20Deliverable%20Submittal%20Guidelines.pdf. All geospatial data shall be provided with metadata, using the appropriate coordinate system (e.g., WGS 1984), in an ESRI format (shapefile or file geodatabase) that adheres to established NIRIS specifications outlined in the above SOP and submitted to the RDM for importing into the NIRIS geospatial database.

Additionally, the contractor shall contact the appropriate RDM to obtain relevant geospatial data for use in official task order deliverables and environmental records. Geospatial data maintained within NIRIS are considered official in terms of sample locations, site boundaries, land use control boundaries, etc. Using geospatial data from any other source could lead to the production of inaccurate maps and figures. If there is a dispute as to whether the geospatial information located in NIRIS is correct, the contractor shall contact the RDM, RPM, and/or a NIRIS Work Group member for the Naval Facilities Engineering Command (FEC). Contact information for the RDM can be found under Points of Contact of the individual Task Order SOW."

The Contractor shall submit all LUC data in accordance with the LUC Tracker User Guide:

https://niris.navy.mil/Private_Documents/Knowledge_Base/Sop_Documentation/NIRIS_LUCTRACKER_USER_GUIDE_3.0.pdf.

8.2 NON-GRAPHIC DATA STANDARDS

All contractors tasked with environmental management, monitoring, investigation or restoration projects which result in the acquisition of new data or in the confirmation of existing data shall be required to submit the data in

accordance with the standards and procedures identified in EWI #6 and shall be required to deliver electronic copies of the information to the Ordering Officer or designated representative. The delivery media shall be CD-ROM.

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 Special 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.

8.3 LABORATORY ELECTRONIC AND HARD COPY DELIVERABLES

Laboratory electronic deliverables are required for projects involving chemical analysis of environmental samples. This includes data collected during remediation activities including sampling during the start-up and operation of treatment systems (soil vapor extraction, air sparging, ground water extraction and treatment, etc.) and waste characterization (investigation-derived waste (IDW), construction-generated waste, and other materials or wastes) for on-site or off-site treatment/disposal. The electronic format of these deliverables must be compatible with the most current version of NAVFAC SW Environmental Work Instruction #6.

Laboratory electronic deliverables are required for data collected during remediation activities including sampling during the start-up and operation of treatment systems (soil vapor extraction, air sparging, ground water extraction and treatment, etc.) and waste characterization (investigation-derived waste (IDW), construction-generated waste, and other materials or wastes) for on-site or off-site treatment/disposal.

The Contractor shall submit all tabular data including but not limited to analytical laboratory results, site and project identification information, field measurements, collected in the specified NIRIS Electronic Data Deliverables (NEDD) format, unless otherwise specified in the CTO. NEDD tables will be submitted using the NIRIS Data Checker, a web-based component of NIRIS located within the secure part of the NAVFAC Portal.

The contractor shall submit all raw laboratory analytical data packages (e.g. forms, raw data) in hard copy in accordance with the NAVFAC Records Keeping Manual (Sep 2009 or latest version).

8.4 SURVEY CONTROL INFORMATION

8.4.1 General. The surveyed horizontal geographic position and state plane coordinates shall be referenced to permanent or semi-permanent control points existing on the project site and shall be accurate to one-quarter meter (0.25 m), plus or minus. Horizontal control of Class one, third order or better shall be established for all new semi-permanent and tertiary control points. Horizontal control shall be referenced to the North American Datum of 1983 (NAD83). Data conversions from the metric system to the English system shall use the U.S. Survey Foot definition (1 meter = 39.37 inches exactly). All drawings and calculations shall contain a prominent note stating the aforementioned. Surveying results shall be submitted in accordance with the contract requirements.

8.4.2 Global Positioning System (GPS). Boundary and location survey of historic properties, infrastructure improvements, utilities, roadways and munitions and explosives of concern shall be performed utilizing the Global Positioning System (GPS) to the maximum extent possible. The Contractor shall survey the clearance boundaries and define the perimeter corners of clearance areas with visible markers. The Contractor shall survey and document the location of all confirmed munitions and explosives of concern items found during surface/subsurface clearance operations, any planimetric features, fence lines, other significant land features not shown on existing maps, and Historic Properties identified during the project. All location surveys of munitions and explosives of concern shall have a horizontal accuracy of one meter and a vertical accuracy of 0.25 meters.

8.4.3 Horizontal and Vertical Controls. The Contractor shall use the existing verified Geodetic Control points, updated to the World Geodetic System of 1984 (WGS 84) Geocentric Reference System (GRS), for all

horizontal and vertical controls used for the surveying of the project site

8.4.4 Final Survey Map. As specified in each CTO, the final survey map of the project work areas shall be completed with 1-meter contours and spot elevations surveyed every 30-meters. All spot elevations shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 of a meter.

8.5 DELIVERY REQUIREMENTS

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

8.5.2 Media. Submit reports in either Microsoft Excel, Word, Access, MSProject or AutoCAD format. Adobe Acrobat format is acceptable, however, when requested by the Contracting Officer, electronic copies of reports and data in native file format shall be furnished. The delivery media shall be CD ROM.

8.5.3 Records Management. All deliverables shall be submitted in hard copy format and electronic format as specified in the Environmental Restoration Recordkeeping Manual. Refer to the appropriate Command specific information in EWI #4 and Appendix K, NIRIS Ready .PDF Files and Bookmark. Final deliverables shall be submitted to the designated Command Environmental Restoration, Munitions Response and CERCLA related Petroleum Oil and Lubricants Records Management agent in paper and the NIRIS approved electronic format. Refer to the appropriate Environmental Restoration Recordkeeping Manual Indexes for detailed directions and information. See Appendix B - List of ARF SF and PF Documents, Appendix S - POL Documents and Appendix T - Munitions Response Program Documents. Final deliverables will have a suggested Department of Defense Distribution Statement accompanied by an explanation of the choice. Refer to Appendix C - Sensitive Critical Infrastructure, Appendix D - FOIA Exemptions and Appendix N -Distribution Statements and Marking Documents, Environmental Restoration Recordkeeping Manual Index for detailed information. Final deliverables will be accompanied by a completed copy of the standard Document Data Sheet. Refer to Appendix N - Distribution Statements and Marking Document, Environmental Restoration Recordkeeping Manual Index for detailed information. Upon completion of the project, a list with delivery date, of all deliverables, comments and response to comments shall be submitted to the designated Command Environmental Restoration, Munitions Response and CERCLA related Petroleum Oil and Lubricants Records Management agent. Do not include contract related correspondence and documents.

8.5.4 Final Documents. After all signatures (both contractor's and Navy's), as appropriate or required, have been affixed to all signature pages in the final deliverable, provide one complete paper copy of each document and one complete PDF version of each document on an individual CD-ROM or DVD.

Refer to the NAVFAC Document Template and Document Data Sheet for format, delivery and distribution statements, the SOP:ERP Documentation–Identification, Preparation, and Submittal Functional Area: Records Management Sub-Area: Content Management for detailed delivery requirements and the Environmental Restoration Recordkeeping Manual, Appendix K, for specific electronic document delivery requirements.

All ERP documentation submittals for NIRIS shall be coordinated with the Command Environmental Restoration Records Manager. All other NIRIS data submittals shall be coordinated with the Command NIRIS Regional Data Manager (RDM) for inclusion into NIRIS. NIRIS data and documentation shall include installation-wide data related to Records Management—The contractor shall submit all documents and documentation in accordance with the Environmental Restoration Recordkeeping Manual, Environmental Work Instruction #4, the SOP: ERP Documentation–Identification, Preparation, and Submittal Functional Area: Records Management Sub-Area: Content Management, and the NAVFAC Document Template and Document Data Sheet with instructions. Documents shall include Administrative Record, Post Decision and Site File documents.

8.5.5 Number of Copies. The number of copies required for each document submission shall vary by

installation and shall meet the requirements of the Document Distribution Matrix in Environmental Work Instruction #4.

8.5.6 Bookmarks. Documents will be bookmarked in accordance with the Environmental Work Instruction #4 requirements.

8.5.7 PDF File Naming Convention. PDFs will be created and named in accordance with the Environmental Work Instruction #4.

PART 9.0 PUBLIC RELEASE OF INFORMATION

The Contractor shall not publicly disclose information or data concerning any aspect of the materials or services relating to the contract without the prior written approval of the Contracting Officer unless required by law. The Contractor shall refer all press or public contacts to the Navy Remedial Project Manager (RPM). The Contractor may not distribute reports or data to any source, unless specifically authorized by the RPM and the Public Affairs Officer in accordance with NAVFAC Instruction 5720.10A (Reference: NAVFAC 5720/6 Form – Publication Security Review and Clearance). The Contractor shall insert the substance of this paragraph into each subcontract and purchase order related to the project. (Refer to paragraph H12, Section H)

a) 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's, nor subcontractor's 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 Contracting Officer or designated representative. The Contractor shall not use, disclose, or reproduce proprietary information bearing a restrictive legend, other than as specified in the contractor or applicable CTO. 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 Contractor or designated representative.

b) The Contractor's and subcontractor's employees shall not disclose or release any information on publicly accessible or private websites including photos of project sites, names or locations of project sites, or names of employees working 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 International Operations site. The Contracting Officer 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.

c) The Contractor shall not release information regarding individuals without prior authority of the Contracting Officer 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.

d) 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.

e) The Contractor shall direct to the Contracting Officer 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.

PART 10.0 GENERAL CONDITIONS FOR TASK ORDER PROPOSALS

a) When submitting proposals for CTOs 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:

- (1) Conditions bearing upon transportation, disposal, handling, and storage of materials, hazardous waste, explosives, or scrap.
- (2) The availability of qualified labor, materials, equipment, facilities, water, electric power, communications, and roads.
- (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site.
- (4) The confirmation and conditions of the ground, soil, geology, and vegetation (type, height, density), the distribution of each, and the seasonal effects on each.
- (5) The type of equipment and facilities needed preliminary to and during work performance.
- (6) Personal Protective Equipment (PPE) requirements including all effects on cost or production due to the requirement to use PPE.
- (7) 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.
- (8) Responsibility for understanding and implementing the required safety and access control requirements and factoring them into its approach and price.
- (9) The availability or cost of lodging for on-site personnel.
- (10) The availability or location of explosives/hazardous waste storage or storage facilities.

b) The Government will make an honest 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 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.

c) 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 CTO specific PWS at the price proposed. When site conditions experienced

during CTO execution are clearly contradictory to, or inadequate to the information provided by the Government during the pre-award phase, the Government will work closely with the Contractor to ensure that an equitable adjustment is made based on the facts that led up to the request.

d) On a CTO 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 Contracting Officer 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.

By submitting a proposal for a CTO, the Contractor attests that any exceptions to any of the conditions of the CTO 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. When site conditions experienced during CTO execution are clearly contradictory to, or inadequate to the information provided by the Government during the pre-award phase, the Government will work closely with the Contractor to ensure that an equitable adjustment is made based on the facts that led up to the request.

****ATTACHMENT****

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

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

Subject: Request for Health and Safety Plan Review

NAVFAC requests review of the (insert document title) Please provide written comments to [Insert appropriate RPM/PM] within 10 working days (or indicate alternate review time when schedule is flexible). Below is information pertaining to this plan:

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

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

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

Thank you,

[Requestor's Signature]

11.0 PERFORMANCE METRICS AND QUALITY ASSURANCE**11.1 GENERAL**

The performance evaluation of the contractor shall be based on certain performance metrics. The environmental remediation services to be provided include a wide range of services for the remediation of a contaminated environment to an acceptable condition from receipt of the preliminary assessment to removal of contaminated materials and site closeouts. 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 will not be performance based. For the procurement of services, a performance work statement (PWS) will be used to the maximum extent at the contract task order level. Individual task orders issued for services under the basic contract will include a performance statement of work that describes the performance objectives and measurable performance standards. A **sample** of a performance-based specification for describing service requirements is included in the following matrix:

EXAMPLE PERFORMANCE REQUIREMENT SUMMARY MATRIX*

PERFORMANCE OBJECTIVE/TASK	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	ASSESSMENT METHOD	INCENTIVE/REMEDY
Meetings, Project Management, and Administrative Support	Completion and distribution of all meeting materials including agenda, handouts, figures, schedule, PowerPoint presentation, and meeting minutes. Attendance and technical support at the meetings. Successful project management and administrative support to keep the project on schedule and budget.	99% on Promptness; 95% on preparation	Navy receipt of prepared agenda (at least 48 hours prior) and minutes (within 10 days after each meeting) Navy acceptance by the COR.	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 and/or Quality Assurance (QA) standards. -Adverse past performance reports. -No or reduced award fee. -The contractor may not have the next option period exercised.
Project Plans/Reports	Navy acceptance of deliverables. Plans and reports shall include sufficient information to support the remedial action in the field; be clearly written; and have minimal transcription, typographical, and grammatical errors.	90% of written plans and reports are accepted within two submissions.	Completed deliverables are measured against PWS, deliverable schedule, and negotiated budget. Navy Acceptance by the COR and regulators.	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 and/or Quality Assurance (QA) standards. -Adverse past performance reports.

				-No or reduced award fee. -The contractor may not have the next option period exercised.
Field Work	Complete field work as specified in the Project Plans and other requirements of the PWS.	Remediation work is accepted without rework. No unauthorized cost overruns.	Completed work measured against PWS, deliverable schedule, negotiated budget, and field schedule.	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 and/or Quality Assurance (QA) standards. -Adverse past performance reports. -No or reduced award fee. -The contractor may not have the next option period exercised.
Safety	Maintain High Safety Standards	Zero Class A Safety violations (CONUS only) where the contractor is determined at fault.	Submission of accident reports, adverse safety inspection reports, and similar documents.	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 and/or Quality Assurance (QA) standards. -Adverse past performance reports. -No or reduced award fee. -The contractor may not have the next option period exercised.
Innovative 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 schedules, budgets, and remediation goals.	Achieving these performance standards may result in: -Exemplary performance ratings. -Higher award fee. -Option period exercised.

**The Performance Requirement Summary Matrix shall be edited at the contract task order level to be consistent with the project requirements.*

11.2 EVALUATIONS

The government will normally perform evaluations at least once on a per-task-order basis and annually. The government will issue appraisals to support exercising subsequent option periods using the Contractor Performance Assessment Reporting System (CPARS). The contractor will be allowed to provide input to specific performance metrics on a task order basis. However, the Government will make the final determination of specific performance metrics.

11.3 QUALITY ASSURANCE

According to the inspection of services clause (FAR 52.246-5), the Government will evaluate the contractor's performance under this contract. Government personnel will record all surveillance observations. When an observation indicates 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. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

11.4 PERFORMANCE EVALUATION MEETINGS

The contracting officer may require the contract manager to meet with the contracting officer, contract administrator, COR, and other Government personnel as deemed necessary. The contractor may request a meeting with the contracting officer 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 contracting officer or contract administrator. If the contractor does not concur with any portion of the minutes, such nonconcurrence must be provided in writing to the contracting officer within 15 calendar days following receipt of the minutes.

12.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION REPORTING REQUIREMENTS

The contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NAVFAC SW via a secure data collection site. The contractor is required to completely fill in all required data fields using the following Web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the helpdesk link at <https://doncmra.nmci.navy.mil>.

Section D - Packaging and Marking

PACKAGING AND MARKINGSD1 PREPARATION FOR DELIVERY

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

D2 MARKING OF SHIPMENT

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

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

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

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

D3 PROHIBITED PACKING MATERIALS

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

D4 CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS

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

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

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

D5 CLASSIFIED MATTER

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

Section E - Inspection and Acceptance

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

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

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement

APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

G1 CONTRACT ADMINISTRATION DATAAUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- (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 Contracting Officer for this contract is:

CLAUDIA P. RAMIREZ, CODE ACQ4.CR
NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST
ENVIRONMENTAL RESTORATION
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132

The Contract Specialist for this contract is:

JENNIFER DE VERA, CODE ACQ4.JD
NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST
ENVIRONMENTAL RESTORATION
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132

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

TO BE DESIGNATED AT TIME OF CONTRACT AWARD

Payment will be made by:

DEFENSE FINANCE AND ACCOUNTING SERVICE
DFAS CLEVELAND
CLEVELAND NORFOLK ACCOUNTS PAYABLE
P.O. BOX 998022
CLEVELAND, OH 44199-8022

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: TO BE FILLED IN AT TIME OF CONTRACT AWARD
ADDRESS: NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132
TELEPHONE:
EMAIL:

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 FILLED IN AT TIME OF CONTRACT AWARD
ADDRESS: NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132
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
TELEPHONE:
EMAIL:

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

NAME: TO BE DETERMINED AT TASK ORDER AWARD
TELEPHONE:
EMAIL:

5. CONTRACT CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:

- a. Technical advice/recommendations/clarification on the performance work statement;
- b. Acceptance of services or deliverables;
- c. Government furnished property;
- d. Security requirements on Government installation;
- e. Reviews contractor's progress reports and furnishes the Contracting Officer comments based on the reports;

- f. Monitor, in conjunction with the designated Task Order Contracting Officer Representatives (CORs), contractor compliance with safety and quality management requirements;
- g. In the event of contractor delay or failure to perform, as appropriate, in conjunction with the designated Task Order CORs, determine the cause and make recommendations for appropriate corrective and/or preventative measures to the Contracting Officer.
- h. Monitor close outs to ensure contract/task orders are closed out timely and provide written completion statements/progress reports, as appropriate or requested;
- i. Responsible for providing the Contracting Officer with timely input regarding reasonableness and technical necessity of invoiced costs and percentage of completion to ensure payments to the contractor is made within applicable time constraints;
- j. Responsible for ensuring contractor's performance evaluations are accomplished in a timely manner; and
- k. Informs the Contracting Officer of any contract/task order potential performance problems.

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 task order, until the Ordering Officer has issued a modification of the 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 work in the contract (or task order).

The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact. The Contracting Officer shall appoint a Task Order COR on all RAC task orders. Task Order CORs will assist the Contract COR in the administration of each task order. The Task Order CORs will be appointed in writing citing the applicable task order number(s), as required.

The Contracting Officer shall appoint a Contract COR in writing for this contract at time of award. The Contracting Officer may also appoint in writing, an alternate Contract COR to perform the responsibilities and functions of the Contract COR.

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

CONTRACT ACOR NAME: TO BE FILLED IN AT TIME OF CONTRACT AWARD
 ADDRESS:
 TELEPHONE:
 EMAIL:

6. TASK ORDER CONTRACTING OFFICER REPRESENTATIVES (TO CORs) – The Contracting Officer shall appoint a Task Order COR on all RAC task orders. Each Task Order COR is to be determined on each task order award. Task Order CORs will assist the Contract COR in the administration of each task order. Task Order CORs are responsible for providing technical assistance and support to the Contract COR in contract administration by:

- a. Identifying contractor deficiencies to the Contract COR;
- b. Reviewing task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals 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. Performance Work Statements for task orders placed under the contract;
 - h. Development of an independent government estimate;
 - i. Participate in contract task order award negotiations and provide technical evaluation of Contractor proposals;
 - j. Review contractor's progress reports; and
 - k. Responsible for ensuring contractor's performance evaluations are accomplished in a timely manner
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. Obliging the funds by issuance of the task order;
 - d. Authorization for use of overtime;
 - e. Authorization to begin performance; and/or
 - f. Monitoring of total cost of task orders issued.

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 Performance Work Statement 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 Performance Work Statement;
- (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 CONTRACT TASK ORDERS FOR COST REIMBURSEMENT CONTRACT

Work under this contract shall be written task orders issued on DD1155 (Order for Supplies or Services) as referenced in DFARS 253.303. Only upon receipt of such an executed order, signed by the Contracting Officer, shall the contractor commence work. The Government will not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs, except as authorized by duly executed Task Orders.

G4 TASK ORDER ORDERING PROCEDURES

Each task order shall be placed in accordance with the following procedures:

1. General

- (a) When the Government requires work under the contract, the Government will initiate a Request for Proposal (RFP) – the Contracting/Ordering Officer shall furnish the contractor with a written request for proposal. The request shall include as a minimum:
 - (1) A description of the specified work required (including a designation of whether the work is service or construction),
 - (2) The anticipated performance period and critical milestones,
 - (3) The place of performance and manner of inspection and acceptance,
 - (4) Any other pertinent information, such as any applicable Service Contract Labor Standards or Wage Rate Requirements (Construction),
 - (5) Submission requirements and basis of evaluation, and
 - (6) Proposal due date.
- (b) Task Orders will be awarded on a DD Form 1155 and forward to the contractor.
- (c) Each task order shall include as a minimum:
 - (1) Date of the order;
 - (2) Contract and Task Order Number;
 - (3) Scope of Work, including references to applicable specifications;
 - (4) The delivery date or period of performance
 - (5) Accounting and appropriation data;
 - (6) An estimated cost of performance, including award fee. Under no circumstances shall the contractor exceed 100% of the estimated costs (excluding award fee) without prior written authorization by the Contracting Officer.
 - (7) The place and manner of inspection and acceptance;
 - (8) WAWF Invoice Instructions
 - (9) Payment Office
 - (10) Any Government-furnished property, material, or facilities to be made available for performance of the order;
 - (11) The names, addresses and phone numbers of the applicable Contracting Officer and its representatives, as well as any other necessary points of contact; and
 - (12) Any other information deemed necessary to the performance of the order such as applicable Service Contract Labor Standards, and or Wage Rate Requirements (Construction).
- (d) The contractor shall notify the Contracting Officer if any apparent difficulties with regard to performance according to the terms of the order are anticipated or any time difficulties in performance arise. Each task order shall be deemed to include the clauses LIMITATION OF

COSTS (FAR 52.232-20) AND LIMITATION OF FUNDS (FAR 52.232-22) located in Section I, and such clause shall be applicable to each task order individually. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs the contractor expects to incur under the contract task order in the next 60 days, when added to all costs previously incurred, will exceed 75% of the estimated cost of the task order.

- (e) Modifications to Task Orders will be issued on Standard Form (SF) 30.
- (f) If, at any time during performance of an order, it appears that additional funds will be required to complete performance of the contract task order, the contractor shall promptly notify the Contracting Officer in writing. Such notification shall include the costs expended, an estimate of costs required to complete the order, and an explanation of why the originally awarded estimated cost was not adequate. The Government shall have the right to require the contractor to continue performance up to the originally estimated cost level and to suspend work thereafter; to negotiate a new set of work priorities to be completed within the remaining funds; or to modify the order, increasing the estimated cost to the level appropriate for completion of the work without additional fee. Fee may be increased only if there is an increase to the original scope of the order that also requires additional funding in accordance with Section G10.
- (g) In accordance with 10 USC § 2304c(e), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for (A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (B) A protest of an order valued in excess of \$25 million. Protests of orders in excess of \$25 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.
- (h) Work Plans. Task Orders should reflect the effort for any work plans as well as the field work. A Task Order should not be awarded for only a work plan and later modified to include the field work, unless the field work will be performed under a different contract vehicle.

2. Competition

- (a) Competition for issuance of all Task Orders shall be in accordance with FAR 16.505 (b) and is limited to those awardees under this contract. All awardees will be given a fair opportunity to be considered for each Task Order unless the Contracting Officer applies one of the exceptions noted in paragraph (c) below. Upon determining the need to issue a Task Order, all awardees will be considered equally against the stated criteria for that task order.
- (b) Unless one of the exceptions in paragraph (c) applies, each Task Order will be awarded, as a result of competition, to the contractor whose offer is the most advantageous to the Government considering the criteria specified for that task order.
- (c) The Contracting Officer reserves the right to make award of a Task Order without competition based upon one of the circumstances described below or a statute expressly authorizing or requiring that the purchase be made from a specific source.
 - (i) The agency need for the supplies or services is 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) It is necessary to place an order to satisfy a minimum guarantee; or

- (v) A statute expressly authorizes or requires that the purchase be made from a specific source.

3. Requirement for Proposals

- (a) Each Task Order will be subject to applicable clauses and provisions, as set forth in this Contract. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract will control, except as otherwise noted in the contract documents. The Government reserves the right to incorporate additional clauses, as appropriate, into individual Task Order solicitations and awards.
- (b) The Contractor must notify the Ordering Officer in writing **within two (2) business days** of the issuance of the RFP when a Contractor elects not to submit a proposal for a particular task order and state the reasons why. Failure to provide this notification may impact future considerations for Task Orders and exercise of the next contract option.
- (c) Task Orders may be awarded on the basis of Cost Only, Lowest Cost Technically Acceptable, or Trade-Offs. The basis for award will be stated in the Request for Proposal (RFP) of each proposed Task Order. 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.
- (d) For each proposed Task Order a detailed cost estimate shall be submitted to include the following:
 - (1) A detailed cost estimate showing direct and indirect costs by work element/task using the Hazardous Toxic and Radioactive Waste (HTRW) Remedial Action (RA) Work Breakdown Structure to the 4th level. The report should show the WBS level with the unit of measure and unit cost to the 4th level or as specified in the RFP. Additional backup cost data shall be provided as appropriate to support proposed costs. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all labor, materials, supplies, equipment, travel, subcontracts, indirect rates (fringe, overhead, G&A, FCCOM, LVE, etc.), PMO, and award fee to cover all work involved in the project.
 - (2) Dollar amount and type of proposed subcontracts (including information required by and in accordance with FAR 52.244-2, SUBCONTRACTS (see Section I).
 - (3) Task Order cost proposals should be broken down by work element or as specified in the RFP.
- (e) Direct Labor Rate Ceilings –See Section H5 and H6 of the contract. Additionally, the direct labor costs proposed shall include both the company's equivalent labor category and the contract labor category, as provided on Attachment JL.1.
- (f) Indirect Ceiling Rates – See Section H8 of the contract.
- (g) PMO rate – Although PMO costs are awarded under the PMO task order for that Contractor, the calculated PMO (including award fee percentage) shall be included on the Contractor's summary sheet and be included in the total cost of the proposed task order. The PMO shall be calculated in accordance with Section H23 of the contract and reflect the rate as proposed under Attachment JL.8 and not exceed the award fee ceiling rate for direct labor on Attachment JL.4.
- (h) Award Fee - See Section G10.

- (i) In addition to cost, other factors such as past performance, specialized experience, and technical approach may be determined relevant for the evaluation of proposals under a particular Task Order. Submission requirements and the basis of evaluation will be stipulated in each RFP.
- (j) After the selection of an apparent awardee, the Government reserves the right to issue a unilateral Task Order 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.
- (k) In accordance with FAR 16.505(b)(6), the Task Order Ordering Officer/Contracting Officer shall notify unsuccessful awardees when the total price of a task order exceeds \$5.5 million. For task orders that exceed \$5.5 million, the Task Order Ordering Officer/Contracting Officer, to the maximum extent practicable, will conduct post-award debriefings within five (5) days after the receipt of the written request from the respective contract holder in accordance with FAR 15.506.

G5 NOTIFICATION REQUIRED UNDER LIMITATION OF COST AND LIMITATION OF FUNDS CLAUSES

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.

G6 SUBMISSION OF INVOICES AND REQUIREMENTS FOR APPROVAL

- (a) Contractor shall maintain a web-based invoice system that allows Government representatives online access to review invoices/vouchers including supporting documentation. All cost vouchers will be processed through Wide Area Work Flow (WAWF) pursuant to DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports. Specific instructions will be provided in the contract task orders pursuant to the DFARS Clause Invoices/vouchers shall also be submitted in accordance with Wide Area

Workflow (WAWF), 252.232-7006 “Wide Area Workflow Payment Instructions” and shall contain necessary supporting documentation. The WAWF table will be incorporated into each Task Order.

(b) Under the provisions of FAR 42.803(b), the DCAA auditor is an authorized representative of the Contracting Officer for examining vouchers received directly from the Contractor. Costs claimed that are determined by the DCAA auditor to be unallowable or suspended will be identified on DCAA Form 1 “Notice of Contract Costs Suspended and/or Disapproved,” which will be issued to the Contractor with a copy to the cognizant ACO. On such actions of suspended or disapproved costs, the Contractor may appeal, in writing, to the ACO who will make a determination promptly in writing. Any final decision by the Contracting Officer may be appealed thereafter in accordance with the provisions of FAR 52.233-1 Disputes (May 2014) Alt I (Dec 1991).

(c) Invoices 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.

(d) Incurred cost invoiced shall be in accordance with FAR 52.216-7 Allowable Cost and Payment (June 2013). 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 third WBS level. The following minimum detail is required at the third WBS level, at the task order 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) Contract Task Order 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. The labor classification shall include both the company’s equivalent labor category and the contract labor category, as provided on Attachment JL.1. Current labor charges must be able to be substantiated by individual daily job time cards. Any approvals granted by the Contract Administrator under Section H5 of the contract shall be submitted with the invoice. For SCA and DBA labor categories, indicate the SCA or DBA Wage Determination number used along with any ceiling rates applied as authorized by the Task Order Contracting Officer in accordance with Section H6 of the contract. Any approvals granted by the Task Order Contracting Officer under Section H6 of the contract shall be submitted with the invoice.

(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 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) Award Fee Paid.

G7 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.

G8 STAFFING/PHASE-IN

Contract task orders may be issued on the date the contract becomes effective. The contractor is required to be fully staffed and operational 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.

G9 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/task orders in accordance with FAR Subpart 31.2 and the rules and definitions set forth for relocation, temporary duty, local travel and long-term TDY 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.

(5) Long-Term TDY (periods over 30 days). TDY that exceeds 30-day will be subject to long-term TDY lodging and flat rate per diem rates, as applicable, in accordance with the JTR.

G10 AWARD FEE CALCULATION AND PAYMENT

(a) Maximum Award fee rates proposed for prime or Joint Venture members shall not exceed the award fee ceiling amounts proposed on Attachment JL.4. Joint Ventures members shall propose the same Award Fee rate.

(b) Each task order will contain a maximum award fee, which will be established by multiplying the total contract cost (less travel, Contractor –Acquired Property, FCCOM, direct charged taxes, and any JV fees/mark-ups) by the award fee percentage proposed for that task order, not to exceed the award fee ceiling rate proposed on Attachment JL.4 for that cost element. The award fee percentage proposed at the task order level may be less than the award fee percentage proposed on Attachment JL.4 for that cost element. However, the award fee proposed for direct labor shall be the same across all labor categories (home, field, DBA, SCA). Varying award fees may be proposed for PMO and other cost elements (other direct costs-materials, supplies, equipment, etc., and subcontractors), not to exceed the ceiling rates proposed on Attachment JL.4 for that cost element. The award fee rate(s) proposed at the task order level will be the maximum award fee rate(s) allowed under the task order and will not be subject to an increase.

(c) The award fee pool will NOT be adjusted for cost overruns. Adjustments to the award fee will be made for modifications that cause an increase or decrease to the scope of the task order of which will reflect the same award fee rate as that proposed under the original effort. Additional within scope work added by Concurrence Letter is not subject to additional fee. If it is later determined, that additional funds are required for the completion of work previously approved by Concurrence Letter, only that portion requiring additional

funds will be subject to additional fee, if applicable. (NOTE: ALL REWORK WILL BE NON-FEE BEARING).

(d) For each award fee period, the available award fee (or award fee pool) will be calculated by the Government developing a percentage of physical or financial completion for each task order at the end of each award fee period. The lower percentage of physical or financial completion will be used to determine available award fee for each task order, unless sufficient documentation is provided by the Contractor to support a higher fee evaluation. In order to ensure the appropriate award fee is distributed over all evaluation periods, at least **40%** of the potential award fee must be available for the final evaluation. Once the final evaluation has been completed, no less than 10% of the available award fee will be retained. Upon receipt of all required interim close-out paperwork the retained fee will be released to the Contractor.

(e) The Contractor will be given an award fee rating based on performance as measured against the elements incorporated in the Award Fee Plan, Attachment JL.13.

(f) The determination and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government.

NOTE: For cost reimbursable subcontracts, no fee shall be charged against any subcontractors' fees. This prohibition of "fee on fee" for cost reimbursable subcontracts shall apply to all tiers of subcontracting.

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

TO BE INCORPORATED AND FILLED IN ON INDIVIDUAL TASK ORDERS

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

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

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTSH1 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 and technical proposals applicable to all contract task orders will NOT be allowed as a direct charge under this contract.

H3 CONTRACT MANAGEMENT AND PROGRAM PLANS

The costs associated with the submittal of the Contract Management Plan, Quality Control Program Plan, Emergency Response Plan, Corporate Health and Safety Plan, and Strike Contingency Plan will **NOT** be allowed as a direct charge under this contract. Site specific plans can be direct charged to individual task orders.

H4 SITE VISITS

A pre-proposal site visit may be authorized by the Contracting Officer to assist in the preparation of the Contractor's proposal for task orders. Costs 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 Site Safety and Health Plan (SSHP) to ensure extra safety precautions are taken to avoid an accident. No intrusive activities shall be conducted during the site visit.

A post task order award site visit may be authorized by the Contracting Officer to assist in the preparation of the initial Work Plan (WP) for field activities. Costs for this site visit will be covered under the Task Order. The Contractor shall prepare an SSHP and submit it to the responsible Contracting Officer for acceptance before the site visit. The Contractor will not conduct any intrusive activities during the site visit.

H5 PROFESSIONAL LABOR RATES AND ESCALATION CEILINGS

The labor categories and labor rates identified in Attachment JL.1 will become a part of the contract. The provisional/bid and ceiling rates proposed and submitted with the RFP shall be utilized for the exercise of each option period. No additional escalation will be applied to the labor rates on Attachment JL.1 when the option period is exercised, as escalation has already been factored into the option year rates. All ceiling provisions will apply to the prime contractor as well as each subcontractor.

The labor categories and labor rates identified on Attachment JL.1 establish provisional/bid rates for negotiating/establishing baseline costs and maximum ceilings for Direct Labor during the base period and the option period (if exercised) of the contract. The provisional/bid rates will be used by the Contractor to build their cost proposal at the task order level, and rates billed against specific task orders will be based on the actual labor rates in effect, not to exceed the ceiling rates allowed under the contract on Attachment JL.1.

Where it is determined necessary to utilize a specific individual on a task order whose actual labor rate exceeds the established ceiling for the respective labor category, the Contractor shall obtain prior written approval at time of proposal submission from the Contract Administrator listed under G1-Contract Administration Data, paragraph (c). The request, with supporting documentation, shall be submitted through the Task Order Ordering Officer/Contracting Officer, for the respective order to the Contract Administrator. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate.

Where it is determined that a labor category not listed on JL.1 is required for a task order, the Contractor shall obtain prior written approval at time of proposal submission from the Contract Administrator listed under G1. The request, with supporting documentation, including bid/ceiling rate for requested labor category, shall be submitted through the Task Order Ordering Officer/Contracting Officer to the Contract Administrator. If approval is granted by the Contract Administrator, the labor category will be approved for use on the specific task order. If it is determined that there would be a need to use the labor category under other task orders, the Contract Administrator may incorporate the labor category into the basic contract.

H6 SERVICE CONTRACT LABOR STANDARDS AND WAGE RATE REQUIREMENTS (CONSTRUCTION) BASE AND CEILING

(a) Service Contract Labor Standards Wage Determinations will be incorporated into each task order as needed. Wage Rate Requirements (Construction) Wage Determinations shall be incorporated into applicable Contract Task Orders. Any labor categories used during contract performance that are covered under the Service Contract Labor Standards or Wage Rate Requirements (Construction), and that 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 for individual task orders plus the percentage proposed in Attachment JL.5, Service Contract Labor Standards and Wage Rate Requirements (Construction), establish maximum ceilings for service and construction direct labor rates during the contract period of performance. The Service and Construction rates used for proposals and billing purposes under individual task orders SHALL REFLECT THE MINIMUM RATES set forth on the applicable wage determination, unless a higher rate is otherwise approved prior to award by the Contracting Officer for use under the respective task order(s). The higher rate(s) shall not exceed the Service and Construction Wage Determination Rates, plus the applicable wage determination ceiling percent proposed under Attachment JL.5 (incorporated in the contract), for the particular trade, except as otherwise stated herein. It is recognized at some sites that the required personnel at the applicable Service and Construction Wage Determination rates plus proposed ceiling percent may not be available at the location where the work is being performed. If the contractor proposes to use an employee whose salary rate exceeds the ceiling for service or construction labor, the contractor shall provide written justification at time of proposal submission supporting the need to use a higher labor rate on a one-time basis or continuous basis, and obtain approval from the Contracting Officer. This decision on the use of a Service Contract or Construction Wage Determination Rate exceeding the ceiling will be made prior to the award of the task order by the Contracting Officer for the task order. In the event that such approvals are not properly obtained, the Government will only be required to reimburse the Contractor at the minimum rate set forth in the applicable wage determination.

H7 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 Service Contract Labor Standards Wage Determination as 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 re-grading 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; and 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.

H8 CEILING INDIRECT RATES

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 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 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 Service Contract Labor Standards 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.

H9 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.

H10 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 it receives any direction it believes to be a change to the originally negotiated scope of the contract task order.

H11 PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION CONTRACTS

In accordance with DFARS 228.102-1, 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, the prime contractor is required 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.

H12 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. In accordance with FAR 52.245-1 (April 2012), Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level in order to manage Government property in its possession.

H13 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 the revelation of the classified contents, or of the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

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

H14 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, Section I. This insurance must be maintained during the entire performance period.

COVERAGE

Comprehensive General Liability: \$500,000

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

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

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

Other as required by state law.

(b) Above insurance coverage is 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.

H15 STRIKE CONTINGENCY PLAN

Within fifteen working days after contract award, the Contractor shall provide a Strike Contingency Plan to the Contracting Officer or his designated representative for approval. The Strike Contingency Plan is a detailed contingency plan for performing the contract requirements in the event of a work disruption or stoppage by Contractor employees. Costs associated with the plan will NOT be allowed as a direct charge under the contract - See Section H3.

H16 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.

H17 RELEASE OF INFORMATION

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

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

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

Information copies will be sent to the Contracting Officer, Contract COR, Contract Task Order COR, and Public Affairs Office, 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 subcontracts awarded as a result of this contract.

H18 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.

H19 ANALYTICAL LABORATORIES

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.

H20 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.

H21 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 (April 2012)," incorporated by reference in Section I.

H22 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.

H23 PROGRAM MANAGEMENT OFFICE

The Contractor is responsible for setting up a Program Management Office (PMO) in accordance with Section C, Part 2.1 of the basic contract. Each MAC holder will be issued a PMO task order after the award of their first task order under the contract (excluding the minimum guarantee task order). As such, no work for PMO support is authorized until the PMO task order has been issued. All of the Contractor's PMO costs will be captured under one task order. PMO will be provided based on the award amount of each task order/modification issued under the contract. The PMO amount for each task order/modification will be calculated on the award amount of the task order excluding award fee (cost only) and direct charged taxes, the PMO rate proposed on Attachment JL.8 and award fee amount proposed on each task order not to exceed the direct labor ceiling amount proposed on Attachment JL.4. The PMO award fee amount proposed at the task order level can be different than the direct labor award fee ceiling amount proposed for that task order. Offerors shall clearly indicate on their task order summary sheet the PMO award fee percentage proposed.

For example:

$\$100,000 \text{ (cost of the task order/mod)} \times \text{PMO \%} \times \text{Award Fee \%} = \text{PMO Amount for Task Order/Mod}$

The total PMO costs under the contract shall not exceed the amount proposed on Attachment JL.8 of contract task orders awarded.

PMO is subject to downward adjustment when the total cost of the task order is reduced.

H24 MUNITIONS RESPONSE

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

(b) Applicable definitions are as follows:

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

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

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

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

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

Unexploded Ordnance (UXO). Military munitions that –

- (1) have been primed, fused, armed, or otherwise prepared for action;
- (2) have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and
- (3) remain unexploded either by malfunction, design, or any other cause (10 U.S.C. 2710).

(c) Guidance and regulations for work involving MEC or any material or item with the potential to explode may include but are not limited to the most current version of the following: The Contractor shall use the latest version of all references.

(1) DEPARTMENT OF THE NAVY, Navy documents for explosives safety are available by contacting the Navy Ordnance Safety and Security Activity at <http://www.nossa.navsea.navy.mil/>. Navy Directives, including OPNAV Instruction are available at <http://doni.daps.dla.mil/default.aspx>.

(i) **NAVSEA OP 5 – Ammunition and Explosive Ashore: Safety Regulations for Handling Storage Production, Renovation and Shipping.** It is the policy of the Department of Navy to maintain an effective and aggressive ordnance safety program throughout the Department. Adherence to the instructions and regulations contained in NAVSEA OP5, “Ammunition and Explosives Safety Ashore” will provide a continuing, aggressive accident prevention program throughout all commands where military or civilian personnel are stationed or employed and ordnance equipment, ammunition, and explosives are used.

(ii) OPNAV INSTRUCTION 3500.39 Series, Operational Risk Management (ORM). ORM is a method for identifying hazards, assessing risks and implementing controls to reduce the risk associated with any operation.

(iii) OPNAV INSTRUCTION 5090.2 Series, - Navy Environmental Natural Resources Program Manual. This manual provides Navy policy, identifies key statutory and regulatory requirements, and assigns responsibility for management of Navy programs for: a) cleanup of waste disposal sites, b) compliance with current conservation of natural resources, d) pollution prevention, and e) technology.

(iv) OPNAV INSTRUCTION 5330.13 Series – Department of the Navy Physical Security for Conventional Arms, Ammunitions, and Explosives (AA&E). The intent of this instruction is to outline standards, which will provide adequate protection against loss or theft of AA&E at DON activities and contractor facilities.

(v) OPNAV INSTRUCTION 8020.14 Series – DoN Explosives Safety Policy (latest version). All DoN commands shall establish an Explosive Safety Program as described in the enclosed DoN Explosive Safety Policy Manual.

(vi) SECNAVINST 5100.10 Series – Department of the Navy Policy for Safety, Mishap Prevention. This provides policy for DoN safety, mishap prevention, and occupation health and fire protection programs afloat and ashore.

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

(i) DoD 4145.26-M, DoD Contractors' Safety Manual for Ammunition and Explosives. This manual is issued under the authority of, and in accordance with, DoD Instruction 4145.26, "DoD Contractors' Safety Requirements for Ammunition and Explosives," April 4, 1996. The Manual provides safety standards common to DoD and private industry ammunition and explosives (A&E) operations and facilities. DoD 6055.9-STD, "DoD Ammunition and Explosives Safety Standards," October 1992, establishes these safety standards and serves as the primary source document from which this unclassified Manual is derived.

(ii) DoD 4145.26, DoD Contractor's Safety Requirements for Ammunition and Explosives. This initiative provides uniform baseline safety standards for DoD contractors performing contractual work involving ammunition and explosives. It also authorizes the Military Departments, when contractual work is to be performed at DoD-owned facilities, to apply their own selected ammunition and explosives and other safety standards and procedures to DoD contractors by inclusion within contracts.

(iii) DoD 4160.21-M Defense Disposal Manual. This manual implements the requirements of the Federal Property Management Regulation (FPMR), and other laws and regulations as appropriate, as they apply to the disposition of excess, surplus, and foreign excess personal property.

(iv) DoD 4160.21-M-1, DoD Demilitarization Manual. All military items being disposed of must be evaluated for demilitarization requirements and subsequently demilitarized if required. This manual, authorized by DoD 440.1-R, Department of Defense Material Management Regulation, implements the requirements of the disposition of excess, surplus, and foreign excess personal property (FEPP).

(v) DoD Directive 4715.11, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Within the United States. This directive establishes policy and assigns responsibilities under DoD Directive 4715.1, "Environmental Security" February 24, 1996 and DoD Directive 6055.9, "DoD Explosives Safety Board (DESB) and Component Explosives

Safety Responsibilities” July 1996 for (1) sustainable use and management of DoD’s active and inactive ranges located within the United States, and (2) the protection of DoD personnel and the public from explosives hazards on DoD’s active and inactive ranges located within the United States.

(vi) DoD Directive 4715.12, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Located Outside the United States. This Directive establishes policy and assigns responsibilities under DoD Instruction 60.55.14, “Unexploded Ordnance (UXO) Safety on Ranges” January 23, 1998 (hereby canceled), and DoD Directive 4715.1, “Environmental Security” February 24 1996 for (1) sustainable use and management of DoD’s active and inactive ranges located outside the United States, and (2) the protection of DoD personnel and the public from explosives hazards on DoD’s active and inactive ranges located outside the United States.

(vii) DoD 5100.76-M, Physical security of Sensitive Conventional Arms, Ammunition and Explosives. This manual is reissued under the authority of DoD Directive 5100.76, “Physical Security Review Board” dated February 10, 1981. It provides physical security guidance for the protection of DoD sensitive conventional arms, ammunition and explosives (AA&E).

(viii) DoD 605539-STD – DoD Ammunition and Explosives Safety Standards. This Standard establishes uniform safety standards applicable to ammunitions and explosives, to associated personnel and property, and to unrelated personnel and property exposed to the potential damaging effects of an accident involving ammunition and explosives during their development, manufacturing, testing, transportation, handling, storage, maintenance, demilitarization, and disposal.

(d) For work performed on property owned by non-Navy entities, the appropriate service-level publication should be followed. DoD level guidance must be followed for work performed on any property under this contract. If work is being performed at a property not owned by the Navy, refer to <http://doni.daps.dla.mil/Directives/05000%20General%20Management%20Security%20and%20Safety%20Services/05-500%20Security%20Services/5530.13C.pdf> for physical security guidance.

(e) Under no circumstances should UXO be cut with a torch during demilitarization or salvage operations.

(f) All hazards associated with work involving MEC or any material or item with potential to explode must be addressed in the work plan. This includes identifying procedures and mechanisms to assure protection of all subcontractors, site visitors, and any person potentially exposed to an explosive hazard.

(g) All personnel that handle munitions residue shall attend a stand-down conducted by the contractor to review procedures involved with the inert certification and disposal of munitions residues.

H25 CONTRACTOR/CUSTOMER OWNED HAZARDOUS MATERIAL

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

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

Contractor shall only order those hazardous materials (HM) that are listed on the Regional Authorized Use List (AUL). If the contractor needs to order any item that is not listed on the AUL, the contractor shall submit an Authorization Request Form and MSDS for an addition to the AUL through the HAZMINCEN at that particular activity. The contractor shall not order any such item until receiving written approval

from the HAZMINCEN Director for an addition to the AUL, this does not relieve the contractor from performance of work. The contractor shall not receive any hazardous material without a Material Safety Data Sheet (MSDS).

The following are contractor options for hazardous material management:

1. The contractor performing work within the Region shall provide the HAZMANCEN with an inventory and location of HM being used during contract performance. Include HM Management and reporting as a Quality Assurance Plan requirement.
2. Contractors can enter into a contractual agreement with the HAZMINCEN Director for the procurement, staging, handling and delivery of their hazardous material through the HAZMINCENs. Contractors are required to turn in excess HM to the activities HAZMINCEN. HAZMINCEN personnel will examine the excess HM, determine if the unused portion can be retained for reuse by another customer, recycled, or disposed of as hazardous waste via the appropriate Public Works Center (PWC) or Defense Reutilization Marketing Office (DRMO).

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

H26 NOTICE OF NON-ALLOWABILITY OF DIRECT CHARGES FOR INCENTIVE COMPENSATION OR AWARDS

Incentive compensation or awards, such as for safety, shall not be considered as an allowable direct charge to this contract.

H27 SECURITY REQUIREMENTS

(a) Contractor employees working under this contract who will perform work on this contract shall be subject to security screening requirements. Contractors are responsible for performing background checks and for screening unacceptable candidates from the pool of workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(b) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on this contract. A background check should be performed prior to the employee beginning work under this contract. Background check should cover the following:

- (1) National criminal and civil records;
- (2) Credit Report;
- (3) Social security number trace;
- (4) Verification of US Citizenship or legal resident status;
- (5) Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
- (6) Professional license and certification verification.

H28 IDENTIFICATION BADGES AND INSTALLATION ACCESS

Identification badges, if required, will be furnished based on the individual installation security procedures. Contactor is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the Defense Biometric Identification System (DBIDS) program. The Contractor must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of contractor personnel to obtain entry approval will not affect the contract price or time of completion. All Contractor

personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Task Order or Station requirements provided at the preconstruction conference. Contractor personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.

H29 PERFORMANCE EVALUATIONS

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

REPORTING REQUIREMENTS:

- \$35,000 and above A-E (all terminations for default regardless of dollar amount)
- \$700,000 and above Construction (all terminations for default regardless of dollar amount)
- Above \$1,000,000 Facility Support Services, Service, and IT (all terminations for default regardless of dollar amount)
- Above the Simplified Acquisition Threshold (SAT) all other contracts

H30 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

H31 NMCARS 5237.102, (90) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) REQUIREMENTS

(a) The following information pertains: The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Facilities Engineering Command, Southwest via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (7) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil>.

H32 SAFETY REPORTING REQUIREMENTS

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
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 and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	AUG 2018
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	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-9	Buy American--Construction Materials	MAY 2014
52.225-11	Buy American--Construction Materials Under Trade Agreements	OCT 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-14	Rights in Data--General	MAY 2014
52.227-17	Rights In Data-Special Works	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
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
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-19	Organization and Direction of the Work	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2019
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	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
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7007	Alternate A, Annual Representations and Certifications	DEC 2018
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.216-7006	Ordering	MAY 2011
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
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
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	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	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
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	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the _____ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
 - (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.
 - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
 - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
 - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
 - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
 - (G) Management letter from outside CPAs concerning any internal control weaknesses.
 - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
 - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
 - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
 - (K) Federal and State income tax returns.
 - (L) Securities and Exchange Commission 10-K annual report.
 - (M) Minutes from board of directors meetings.
 - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(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) of this section.

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiry date.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the negotiated amount under individual task orders or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

TO BE FILLED IN ON INDIVIDUAL TASK ORDERS, IF APPLICABLE

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)--

Child, domestic partner, and domestic violence have the meaning given in 29 CFR 13.2.

Employee--(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) An employee performs ``on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs ``in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

Parent, sexual assault, spouse, and stalking have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

- (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--
- (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.
- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
- (i) Name, address, and social security number of each employee.

- (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
- (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.
- (m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

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

(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\
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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)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016)

(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 (WTO GPA) 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, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) 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:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(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\
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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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the cognizant Procuring Contracting Officer or Administrative Contracting Officer for the basic contract or task order, respectively.

(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)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's (refer to Section G of the basic contract) written consent before placing the following subcontracts:

Cost-reimbursement
Time-and-Materials, and
Labor-hour type

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

To be filled in at the time of contract award.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <http://farsite.hill.af.mil/>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

NMCARS: <http://www.secnave.navy.mil/rda/Page/NMCARS.aspx>

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

252.216-7004 AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL (SEP 2011)

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

Covered incident--

(i) Means any incident in which the Contractor, through a criminal, civil, or administrative proceeding that results in a disposition listed in paragraph (a)(ii) of this definition--

(A) Has been determined in the performance of this contract to have caused serious bodily injury or death of any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel; or

(B) Has been determined to be liable for actions of a subcontractor of the Contractor that caused serious bodily injury or death of any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel.

(ii) Includes those incidents that have resulted in any of the following dispositions:

(A) In a criminal proceeding, a conviction.

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

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

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

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

(D) 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 subparagraphs (a)(ii)(A), (a)(ii)(B), or (a)(ii)(C).

(E) In a DoD investigation of the Contractor or its subcontractors at any tier not subject to the jurisdiction of the U.S. courts, a final determination by the Secretary of Defense of Contractor or subcontractor fault (see DFARS 216.405-2-70).

Serious bodily injury means a grievous physical harm that results in a permanent disability.

(b) If, in the performance of this contract, the Contractor's or its subcontractor's actions cause serious bodily injury or death of civilian or military Government personnel, the Government may reduce or deny the award fee for the

period in which the covered incident occurred, including the recovery of all or part of any award fees paid for any previous period during which the covered incident occurred.

(End of clause)

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

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in the noncontiguous states as decided in DFAR Clause 222.7001 and as identified on individual task orders, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

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

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)

(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) If 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; however, after the award of this contract, the Contractor learns that supplies 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 this clause.

(i) 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 (i), 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 (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

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 .

(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.

5252.236-9310 RECORD DRAWINGS (OCT 2004)

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

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

Attachment Number	Title/Description
JL.1	Direct Labor Bid and Billing Rate Submission
JL.1A	Direct Labor Rate Escalation Submission
JL.2	Identification of Uncompensated Overtime Ratios
JL.3	Indirect Ceiling Rates Build-Up, Award Fee Application and Distribution of Cost-Reimbursable Work
JL.3A	Indirect Ceiling Rate Back Up_Form 9.0
JL.4	Indirect Ceiling Rate Form and Award Fee Application
JL.5	Service Contract Labor Standards (SCA) and Wage Rate Requirements (Construction) (DBA) Ceiling Labor Rate Form
JL.6	Proposed, Historical and Year to Date Indirect Rates
JL.7	Cost Model Worksheet
JL.7A	Cost Model Summary Sheet
JL.8	Program Management Office (PMO) Rate Form
JL.9	Service Contract Labor Standards (formerly SCA) Wage Determination, WD No. 2015-5635-Rev 10
JL.10	Construction Wage Rate Requirements (formerly DBA) Wage Determination, WD CA190001 05-03-2019 CA1
JL.11	Cost IDIQ Contract Submission Data Sheet
JL.11A	Project Submission Data Sheet
JL.12	Specialized Technical Experience on Example Submissions
JL.13	Award Fee Plan
JL.14	Past Performance Questionnaire

Please see separate files for each listed attachment.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

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

(2) The small business size standard is \$20,500,000.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

(v) 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.

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

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

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

(xi) 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.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was

placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment 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 an 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; and

(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)

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

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

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

Goals for minority	Goals for female
--------------------	------------------

participation for each trade	participation for each trade
See paragraph below. Contractor shall comply with goals specified for each Task Order.	See paragraph below. Contractor shall comply with goals specified for each Task Order.

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that--

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that--

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either--

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2018)

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 Certain Foreign Commercial Satellite Services--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.]

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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)

252.227-7017 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

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

A pre-proposal meeting/site visit is not required.

L2 INQUIRIES OR QUESTIONS

Inquiries and questions on this Request for Proposal shall be submitted in writing, electronically, to the Contract Specialist as follows:

Contract Specialist: Jennifer De Vera
Email: jennifer.devera@navy.mil

All inquiries or questions must state the solicitation number, and clearly state the question and reference. All inquiries concerning the attached RFP must be received electronically at least thirty (30) days in advance of the solicitation closing date, or by **30 June 2019 at 2P.M.**, in order to permit adequate time to reply to the inquiry.

L3 PROPOSAL SUBMISSION REQUIREMENTS:

- 1) General: Proposals submitted in response to the solicitation shall be formatted as follows and furnished in the number of copies stated herein. Any proposal submitted that does not conform to the proposal submission requirements will not be considered. Firms shall submit proposals via electronic format on CD-ROM. The acceptable electronic formats for proposals include Adobe PDF 6.0 or later version, and Microsoft Office 2010 version for Factor 4 – Cost and all related cost modeling reference documents (Attachments JL.1 through JL.7). All formulas and links to detail worksheets for Attachment JL.7 should be intact. **Do not submit Attachment JL.7 and JL.7A in a PDF format, it must be submitted as an Excel Spreadsheet.**
- 2) Electronic mail proposals are not acceptable. Firms shall ensure that proposal disks are virus free, and free of password protection. If access to proposal data is prohibited due to viruses, passwords, or wrong format, the proposal will be rejected.
- 3) Proposal Submission Requirements:
 - a. All proposals (Paper and electronic) shall be labeled with the Volume Number and Title, Solicitation Number, Name, address, phone number, and facsimile number for the offeror.
 - b. The electronic/paper proposals shall be submitted in separate Disks/Binders. The following information shall be included in each Volume (Disk and Binder) and shall be tabbed and labeled accordingly:

VOLUME I: (NON-COST) TECHNICAL PROPOSAL:

General Information: A cover letter shall accompany the proposal as required by FAR 52.215-1(c)(2), INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. The first page shall include the solicitation number, name, address, telephone number and facsimile number of the offeror. This page will not be included in the page count of the proposal.

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

Factor 1 – Specialized Experience

Tab 1A: Attachments JL.11 and Attachment JL.11.A, Submission Data Sheets, numbered sequentially and shall correspond to the PPQs or CPARS submitted under Factor 3 (For projects completed or substantially completed within five (5) years from solicitation issuance date).

Tab 1B: Attachment JL.12, Specialized Technical Experience on Example Submissions, numbered sequentially and shall correspond to the submissions listed in Attachments JL.11 and JL.11A.

Factor 2 - Safety

Tab 2A - Experience Modification Rate (EMR)

Tab 2B – OSHA /DART

Tab 2C – Technical Approach to Safety

Factor 3 - Past Performance

Tab 3A – Attachment C, PPQ or CPARS Evaluation from referenced evaluators for each project submitted for Factor 1 Specialized Experience provided in Attachments JL.11 and Attachment JL.11A, Submission Data Sheets. PPQs or CPARS evaluations shall be numbered sequentially to correspond with projects under Factor 1.

VOLUME II – COST PROPOSAL:

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

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

Factor 4- Cost Model

Tab 4A - Proposal SF-33

Tab 4B – Joint Venture Agreement (if applicable)

Tab 4C – Cost Proposal with Supporting Documentation

Tab 4D – Cost Model Information

Tab 4E – Cost Pool, Financial/Accounting Systems and Audit Information

Tab 4F – Appendices

Tab 4G – Responsibility Determination Documents (Certifications, Financial Questionnaire and VETS-4212)

4) Offeror(s) shall submit proposal copies as follows:

- a. Page limits, if stipulated, must be adhered to. Page size shall be 8.5" x 11". Font size shall be 10 - 12 point.

- b. Volume #1 – Submit one (1) original and four (4) paper copies of the non-cost proposal in a three ring binder with content as specified and labeled as stated above. In addition, submit three (3) electronic copies, on CD, of the complete non-cost proposal (bookmark all sections the same as the tabs in the paper copies).
- c. Volume #2 – Submit one (1) original and two (2) paper copies of the cost proposal in a three ring binder with content as specified and labeled as stated above. In addition, submit two (2) electronic copies on CD. Spreadsheets should be in **Microsoft Excel**. Electronic documents should be compatible with **Microsoft Office 2010** and fully editable to allow Government evaluators to make cost analysis adjustments. There is no page limitation for Volume #2.

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

NAVAL FACILITIES ENGINEERING COMMAND, SOUTHWEST
 ENVIRONMENTAL RESTORATION
 ATTN : CODE ACQ4, JENNIFER DE VERA
 1220 PACIFIC HIGHWAY, BLDG 127
 SAN DIEGO, CA 92132

PLEASE NOTE: Proposals **not received or received and not date stamped** 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.”

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

FACTOR 1: SPECIALIZED EXPERIENCE

(i) Solicitation Submittal Requirements:

- (1) Offerors (Prime/Joint Venture) shall provide a total of five (5) specialized experience submissions that best demonstrate relevant experience similar in size, scope, and complexity to the work as per the PWS and shall have been completed or substantially completed (see definition in 2a and 2b) within five (5) years of the solicitation issuance date.

Offerors must demonstrate the following:

- ... Relevant experience performing environmental remedial actions under a broad range of environmental programs with a variety of contaminants, media types, site types, environmental services, phases, and remediation methods.
 - ... Experience managing concurrent multiple task orders under Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for relevant work.
 - ... Management of cost reimbursement contracts for federal agencies.
- (2) Of the five (5) Specialized experience submissions from the Offeror, four (4) shall be projects and one (1) shall be a cost reimbursement IDIQ contract under which the offeror performed as the Prime contractor.
 - a. For submission and evaluation purposes, a project is defined as one complete, singular effort of work ordered or contracted for by a single contractual instrument. A scope of work (effort of work) performed as a stand-alone contract, or as an individual task or delivery order under an IDIQ contract, is an example of a project. An IDIQ contract by itself (i.e., without regard to any task or delivery order(s) that may have been placed against it), or together with a combination of multiple individual task or delivery orders that may have been placed against it IS NOT considered a project and will not be evaluated as one. In addition, the project shall have been completed or substantially

completed. Substantially completed is defined as the project is at least 80% physically complete as of solicitation issuance date.

- b. For submission and evaluation purposes, an **IDIQ contract is defined as a single contract under which multiple individual task or delivery orders are placed against it.** In addition, the cost IDIQ contract shall have been completed or substantially completed. Substantially completed is defined as the cost IDIQ contract is awarded no earlier than 730 days (or two (2) years) from solicitation issuance date and no later than five (5) years from solicitation issuance date.
- (3) At a minimum, the five (5) Specialized experience submissions shall meet the following:
- ... **Four (4) individual projects, as defined in 2a., shall be valued separately at \$3M or greater** as of solicitation issuance date; one (1) of these projects shall be valued at \$10M or greater as of solicitation issuance date; one (1) of these projects shall be a cost plus award fee type task order or contract;
 - ... **One Cost Reimbursement (1) IDIQ contract, as defined in 2b., shall be valued at \$30M or greater;** the cost IDIQ contract submission shall specify five (5) individual task or delivery orders from the cost IDIQ contract that demonstrate relevant experience similar in size, scope, and complexity to the work anticipated under this contract. Please indicate percentage of completion of award amount for each task order under the cost IDIQ contract. The projects provided under the cost IDIQ contract submission shall not be the same as any of the four (4) individual project submissions.
- (4) Offerors shall use **Attachment JL.11** Cost IDIQ Contract Submission Data Sheet and **Attachment JL.11A**, Project Submission Data Sheet to submit specialized experience to be evaluated. Attachment JL.11 and JL.11A submissions for Factor 1 – Specialized Experience shall be sequentially numbered with a Submission Number as indicated on the middle header section of the respective JL.11 and JL.11A forms. Fully complete the various blocks and sections of the form as applicable to project submissions. Failure to fully complete the form may result in a lower rating. Concise and detailed descriptive responses are highly desired. Vague or ambiguous responses may result in a lower rating. Offeror(s) shall not deviate from the basic format of the form. Submissions not received on this form WILL NOT BE EVALUATED. Submissions shall be limited to five (5) submissions and a maximum of ten (10) pages (eight (8) pages total for all four (4) project submissions and two (2) pages total for one (1) IDIQ cost contract submission). Any submissions or additional pages exceeding the page limitations shall not be considered during the evaluation process. Projects and Cost IDIQ Contract Submissions submitted in JL.11 and JL.11A shall have been completed or substantially completed in accordance with the definitions in 2a and 2b within five (5) years from the solicitation issuance date. Submissions shall include a variety of environmental remediation projects that are the same or similar in scope, size, and complexity to the project work described in Section C of the solicitation.
- (5) Offerors shall complete **Attachment JL.12** – Specialized Technical Experience on Example Submissions by indicating in each block with an “x” those services in which they have specialized technical experience for each of their proposed example submissions detailed on Attachments JL.11 and JL.11A. Offerors shall not deviate from the format of the attachment. Only one (1) Attachment JL.12 shall be submitted to cover all example submissions and shall be limited to four (4) pages. Any additional pages shall not be considered during the evaluation process. Example submissions identified under JL.12 shall coincide with the projects/cost IDIQ contract identified under Attachments JL.11 and JL.11A. Offerors shall provide the contract number and title for each example project in the appropriate columns on Attachment JL.12. The proposal narrative should provide supporting information for each element containing an “x” in Attachment JL.12. If supporting information is not provided, the Government may not give credit for Specialized Experience specified in Attachment JL.12. (For purpose of this attachment, the specialized technical experience for the cost IDIQ contract is not limited to only those task orders completed/substantially completed after solicitation issuance date, but can include all task orders completed under the entire cost IDIQ Contract.)
- (6) **All example projects and the IDIQ contract provided must have been performed by the Offeror as the prime contractor or as a member of a Joint Venture as opposed to performance as a subcontractor under another**

firm's contract. Specialized Experience presented for any other entity, including but not limited to proposed subcontractors, will not be evaluated.

- (7) If the Offeror is a Joint Venture (JV), at least one (1) of the projects should be submitted for the JV entity. If the JV does not have shared relevant experience, at least one (1) project shall be submitted for each JV member. Offerors who fail to submit experience for all JV members may be rated lower.
- (8) If a submitted project was performed by a JV, and not all members of that JV are on the JV proposed for this contract, the offeror shall clearly demonstrate what portion of the work was performed by the JV member offering on this contract. The JV member proposed for this contract shall specifically address fieldwork performed by that JV member including field staffing and direct fieldwork oversight. The JV member proposed for this contract shall also address home office management performed by that JV member including the number/percent of employees provided for the overall contract by the JV member as well as the overall percentage of work performed by the JV member. If the Offeror does not specifically address what portion of the work under the submitted project was performed by the JV member offering on this contract, the project will not be evaluated.

(ii) Factor 1- Specialized Experience proposal shall be submitted in Volume #1 – Technical Proposal as follows:

Tab 1A - **Attachment JL.11**, Cost IDIQ Contract Submission Data Sheet and **Attachment JL.11A**, Project Submission Data Sheet specialized experience shall be limited to 5 submissions and a maximum of ten (10) pages (eight (8) pages total for all four (4) project submissions and two (2) pages total for one (1) cost IDIQ contract submission). Any additional pages shall not be considered during the evaluation process.

Tab 1B – **Attachment JL.12**, Specialized Technical Experience on Example Project Submissions shall be limited to four (4) pages. Table 1, Submission Summary Table, to JL.12 is limited to one (1) page. Any additional pages shall not be considered during the evaluation process. Example submissions identified under JL.12 shall coincide with the projects/cost IDIQ contract identified under Attachments JL.11 and JL.11A.

FACTOR 2: SAFETY

Solicitation Submittal Requirements:

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

- (1) **TAB 2A** - Experience Modification Rate (EMR): Experience Modification Rate (EMR) – Submit data for three previous calendar years' (e.g. 2018, 2017, 2016). This rate compares company's annual losses in insurance claims against its policy premiums. The Offeror may submit an insurance company-provided equivalent rate if no EMR exists. If the Offeror has no EMR or premium, for any year, affirmatively state so and explain why. Any extenuating circumstances that affect the EMR and negative trends shall be addressed as part of the element.
- (2) **TAB 2B** - OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates - Submit data for three previous calendar years' (e.g. 2018, 2017, 2016). If an Offeror cannot submit OSHA DART and TRC rates, for any year, affirmatively state so and explain why. Any extenuating circumstances that affected the OSHA DART and TRC rate data negatively shall be addressed as part of this element.

- (3) **TAB 2C** - Technical Approach for Safety – Describe the plan for safety that will be implemented to evaluate safety performance of potential subcontractors as part of the selection process for all levels of subcontractors. The Offeror shall submit a narrative that fully describes the safety management system that they will use to oversee the safety compliance and performance of self-performed and sub-contractor performed work. The Offeror shall describe any innovative methods that will be employed to ensure and monitor safe work practices at self-performed and all subcontractor levels. Additionally, describe the methodology to execute an effective program that facilitates sound mishap prevention techniques and processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps, including a description of your “Good Catch” Program. A “Good Catch” Program is defined as a program that recognizes and rewards employees for reporting unsafe and/or unhealthful situations and acts to create a climate of trust and safety. The program should also have procedures in place to address deficiencies and unsafe situations immediately and to document those actions accordingly. The technical approach to safety narrative shall be limited to one-double sided page or two single-sided pages.

Factor 2, Safety shall be submitted in Volume #1 – Technical Proposal as follows:

Tab 2A - EMR and

Tab 2B - OSHA/DART have no page limits.

Tab 2C – Technical Approach for Safety is limited to two (2) pages

FACTOR 3: PAST PERFORMANCE

Solicitation Submittal Requirements:

- (1) If a completed CPARS evaluation is available, it shall be submitted on CD with the proposal for each submission (individual projects and IDIQ cost contract) listed in Factor 1, Specialized Experience. If a final CPARS evaluation is not available or if the final CPARS evaluation does not provide cumulative information, Offeror(s) are to submit all interim evaluations, if available, for the entire period for all projects and IDIQ cost contract submitted for Factor 1. Offeror(s) should include a summary sheet with its proposal of all CPARS being submitted on CD to include contract number, task order number and indicate if the CPARS evaluation was an interim or final. Note: CPARS evaluations are only to be submitted on CD for this Factor.
- (2) IF A CPARS EVALUATION IS NOT AVAILABLE for the projects and/or IDIQ cost contract submission, listed under Factor 1, Specialized Experience, the offeror shall submit a Past Performance Questionnaire (PPQ), Attachment JL.14, included in the solicitation. The offeror must ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your non-cost proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror shall complete and submit with the proposal the first page of the PPQ (Attachment JL.14), 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, Jennifer De Vera via email at jennifer.devera@navy.mil prior to the proposal closing date. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE. 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) The offeror should also include any copies of award fee determinations pertaining to the projects provided under Factor 1, Specialized Experience since solicitation issuance date. Award fee determinations provided will not count towards the page limitations.
- (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) The Government reserves the right to contact references for verification or additional information.
- (6) While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.
- (7) The offeror may also provide an explanation of any past performance problems that may have developed on the projects submitted under Factor 1 and any corrective actions taken. Explanations shall not exceed one (1) double-sided page (or two (2) single-sided pages) in total.

Factor 3- Past Performance proposal shall be submitted in Volume #1 – Technical Proposal as follows:

Tab 3A – CPARS Evaluation, or Attachment JL.14, PPQ, for each submission under Factor 1 Specialized Experience. CPARS evaluations shall be numbered sequentially to correspond with sample submissions detailed under Factor 1.

FACTOR 4: COST MODEL

Solicitation Submittal Requirements:

Organization of Cost Proposal

All cost and pricing information shall be furnished in Volume II- Cost Proposal. The Government will not be responsible for cost or pricing information provided in the Non-Cost Proposal (Technical and Past Performance) but not included in the cost proposal. "Data Other than Certified Cost or Pricing Data" shall be submitted by the Offeror to support cost realism, price reasonableness, and the completeness of the proposal. All "Data Other than Certified Cost or Pricing Data" submitted pursuant to this section is for the exclusive use of the Government. The content and format for submitting cost data shall be in accordance with general format outlined above and Section L Clause entitled, "Cost Proposal Submission Requirements," as follows:

SECTION I - STANDARD FORM 33

Tab 4A - Signed and completed SF33 (solicitation, Offer and award) and SF30's (if issued). Indicate period of validity of the offeror's proposal in block 12 (**at least 180 days**) and the following information:

- a. Cage Code, DUNS, and tax ID numbers for prime contractor. For joint ventures the cage code for each member of the joint venture, as well as the joint venture should be provided.
- b. Date of Last Equal Employment Opportunity Report (EEO-1) certified filing for prime contractor or each member of a joint venture.

Tab 4B - When proposing as a joint venture, all members of the joint venture shall sign the SF 33 unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirement may eliminate the proposal from further consideration. If the joint venture is subject to the SBA Mentor-Protégé Program, a copy of the SBA approval of the joint venture arrangement shall be included.

SECTION II - COST AND RELATED INFORMATION

The Cost Submission shall include the following:

- ... Attachment JL.1, Direct Labor Bid and Billing Rate Submission
- ... Attachment JL.1A, Direct Labor Rate Escalation Submission
- ... Attachment JL.2, Identification of Uncompensated Overtime Ratios
- ... Attachment JL.3, Indirect Ceiling Rates Build-Up, Award Fee Application and Distribution of Cost-Reimbursable Work
- ... Attachment JL.3A, Indirect Ceiling Rate Back Up Form 9.0
- ... Attachment JL.4, Indirect Ceiling Rate Form and Award Fee Application
- ... Attachment JL.5, Service Contract Labor Standards (formerly SCA) and Wage Rate Requirements (Construction) (formerly DBA) Ceiling Labor Rate Form
- ... Attachment JL.6, Proposed, Historical and Year to Date Indirect Rates
- ... Attachment JL.7, Cost Model Worksheet
- ... Attachment JL.7A, Cost Model Summary Sheet
- ... Attachment JL.8, Program Management Office (PMO) Rate Form

Notes:

(1) 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. Subcontractor information may be submitted separately for proposal purposes.

(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.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:

(3) 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 4C - COST PROPOSAL WITH SUPPORTING DOCUMENTATION

a. DIRECT LABOR RATE SUBMISSION-ATTACHMENTS JL.1, JL.1A JL.2, and JL.5

Separate rate sheets shall be submitted by the prime or each joint venture member. Note: If the offeror is a JV and the JV members 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.

(1) The labor categories and labor rates identified in Attachment JL.1 will become a part of the contract.

The labor categories and labor rates identified on Attachment JL.1 establish provisional/bid rates for negotiating/establishing baseline costs and maximum ceilings for Direct Labor during the base period and all option periods (if exercised) of the contract. The provisional/bid rates will be used by the Contractor to build their cost proposal at the task order level, and rates billed against specific task orders will be based on the actual labor rates in effect, not to exceed the ceiling rates allowed under the contract on Attachment JL.1.

Ceiling rates shall not exceed 10% above the proposed provisional rate for each contract period, unless approval is obtained in accordance with Section H5-Professional Labor Rates and Escalation Ceilings.

It is noted that the labor categories listed on Attachments JL.1 and JL.1A are for **exempt employees** (home office, supervisory, and specialty field and UXO personnel). Service Contract Labor Standards (SCA) or Wage Rate Requirements Construction (DBA) categories are not included. However, it is recognized that the secretary, engineering technician, senior drafter, and drafter labor categories included in JL.1 could be classified as SCA labor categories under an individual task order, when a Service Contract Labor Standards Wage Determination is incorporated into the task order. The SCA and DBA rates used for proposals and billing purposes under individual task orders **SHALL REFLECT THE MINIMUM RATES** set forth on the applicable wage determination, unless a higher rate is otherwise approved by the Contracting Officer for use under the respective task order(s). The higher rate shall not exceed the SCA or DBA rate plus the applicable wage determination ceiling percent proposed under Attachment JL.5 (incorporated in the contract), for the particular trade, unless an exception is made in accordance with Section H6-Service Contract Labor Standards and Wage Rate Requirements (Construction) Base and Ceiling.

(2) Each prime or JV member shall provide average bid level (including any adjustment for uncompensated overtime -see attachment JL.2) and ceiling labor rates for ALL LABOR CATEGORIES listed on attachment JL.1 and JL.1A., regardless of whether the offeror currently employs personnel in every required category or intends to rely on team members/subcontractors for the particular labor categories. If the contractor/subcontractor does not currently employ an employee(s) under the listed category, a market rate shall be provided. All labor categories listed on JL.1 shall be tied to an internal labor category or categories. If an offeror is planning on using E-levels, then the E-level (i.e. E-1, E-2) also needs to be provided under the Company Equivalent Labor Category on Attachment JL.1.

(3) Offerors **SHALL NOT ADD ADDITIONAL** labor categories on JL.1. If it is determined that a labor category not listed on JL.1 is required for a task order, the Contract Administrator listed under Section G1-Contract Administration Data, paragraph (c), may approve the labor category and the corresponding bid/ceiling rate for the specific task order and, if applicable, may incorporate the labor category into the basic contract. Additionally, where it is determined necessary to utilize a specific individual on a task order, whose actual labor rate exceeds the established ceiling for the respective labor category, the Contractor will be required to obtain prior written approval from the Contract Administrator listed under Section G1. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate established in the contract. See Section H5 Professional Labor Rates and Escalation Ceiling concerning the addition of other labor categories and exceeding labor category ceiling rates.

(4) Attachment JL.1A reflects the escalation rate applied to the direct labor bid rate for Base Period (Year 1 and 2) and each year (Year 3,4, and 5) thereafter under Option Period 1. No additional escalation will be applied to the provisional rates when the option period is exercised. Therefore, offerors should factor escalation into their provisional rates for the Option Period (Years 3, 4, and 5). For each labor category, the Offeror shall enter its escalation factors applied to the provisional rates for each option period on Attachment JL.1A. 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 their proposal.

(5) Cost proposal shall address **CEILING RATES FOR SERVICE CONTRACT LABOR STANDARDS AND WAGE RATE REQUIREMENTS (CONSTRUCTION)** labor categories by completing **ATTACHMENT JL5**.

(6) Offerors shall provide the following information to support the proposed direct labor rates:

Offerors shall provide and discuss how the proposed labor rate ceilings on JL.1 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 personnel, average or weighted rates for current employees, forward pricing rates, market sources such as Bureau of Labor Statistics or salary.com, or the offeror's estimate, etc. (Note: Regardless of how the base rate was derived, such as an individual rate, all employees proposed under that Contract Labor

Category/Company Equivalent Labor Category will be subject to the proposed ceiling rate.) 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 rates, etc. shall be clearly documented. Note the percent markup used on the base rates to arrive at the proposed ceiling rate for each labor category. Complete JL.1 showing the base rate for each labor category, percentage markup for each labor category and ceiling rate for the base and option years.

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 and JL.1A, 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.

Shown below are **sample** entries for the JL.1, Direct Labor Bid and Billing Rate Form:

Contract Labor Category	Company Equivalent Labor Category (Do not list an individual name in this Column)	Source	Base Year Individual or Average Bid Level Rate	Percent Mark-Up for Direct Labor Ceiling Rate	Base Year Maximum Ceiling Rate for Billing Purposes
Program Manager	Program Manager I, E-6	Individual Rate (Jane Doe)	\$000	0%	\$000
Sr Project Engineer	Sr. Associate Engineer E-4	2017 Avg. Rate	\$000	0%	\$000
Project Superintendent/ Construction Site Manager	Construction Site Supervisor-3 and Construction Manager - 2	2017 Average Rates	\$000	0%	\$000
Senior Drafter	Drafter 3	Market Rate	\$000	0%	\$000

Shown below are **sample** entries for the JL.1A, Direct Labor Rate Escalation Form:

Contract Labor Category	Company Equivalent Labor Category	Source	Base Year Individual or Average Bid Level Rate	Escalation Factor Applied to Option Year 1	Option Year 1 Individual/ Average Bid Level Rate
Program Manager	Program Manager I, E-6	Individual Rate (Jane Doe)	\$000	0%	\$000
Sr Project Engineer	Sr. Associate Engineer-E-4	2017 Avg. Rates	\$000	0%	\$000
Project Superintendent/ Construction Site Manager	Construction Site Supervisor-3 and Construction Manager - 2	2017 Average Rates	\$000	0%	\$000
Senior Drafter	Drafter 3	Market Rate	\$000	0%	\$000

b. INDIRECT RATES SUBMISSION - ATTACHMENTS JL.3, JL.3A, JL.4 AND JL.6

1. INDIRECT RATES, FEE APPLICATION FORM AND DISTRIBUTION OF COST-REIMBURSABLE WORK - (A separate rate sheet shall be submitted by the prime and each joint venture member. A separate rate sheet shall also be provided for unpopulated JVs in which the JV itself has fees/markups.) (NOTE: If the JV has an

established separate cost center for the JV entity with an adequate accounting system for a reimbursement contract, one form may be submitted for the JV entity). 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. 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. The indirect rate ceilings will be incorporated into the awarded contract as stated under Section H hereto.

(1) The offeror shall submit a completed Indirect Ceiling Rates Build-Up, Award Fee Application and Distribution of Cost-Reimbursable Work Form, (JL.3), Indirect Ceiling Rate Back Up Form 9.0 (JL.3A), and Indirect Ceiling Rate and Award Fee Application, (JL.4), showing the application of all proposed indirect ceiling rates and the award fee pool applicable to the appropriate bases. The matrixes provide base year and option year indirect rates as applicable and in accordance with disclosed accounting practices. Offerors shall delete or add other indirect rate pools to Attachment JL.3 and 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: Attachments JL.3 and JL.4 are provided in Microsoft Word. Complete in Microsoft Word format, as provided. **Additionally, offerors should provide JL.3 AND JL.4 IN MICROSOFT EXCEL FORMAT ON THE CDS to show how the multiplier was calculated.**)

(2) 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 on the base indirect rates (show base indirect rates on attachment JL.3, Indirect Ceiling Rates Build-Up, Award Fee Application and Distribution of Cost-Reimbursable Work Form) used to arrive at the ceiling rates, (i.e. Forward Pricing Rate Agreement and the date of agreement (provide in Appendix A), 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 the proposed 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. If the ceiling indirect rates proposed for the Option Period (Years 3 through 5) vary significantly from the proposed base year indirect rates, explain and support the basis of the proposed ceiling rates. The offeror shall clearly document why any significantly discounted rates will not pose a risk that the offeror will be unable to provide the services for the proposed costs, e.g. how will losses be handled. Significantly discounted rates are defined as those rates below the cost of the work to be performed, i.e. rates that will result in a loss. Any indirect rate discounts proposed will be analyzed to ensure compliance with cost realism.

(3) Award Fee: The award fee plan provided under Attachment JL.13 will be included in the basic contract. Award fee shall not be applied on Travel, Contractor – Acquired Property, Facilities Capital Cost of Money (FCCOM), direct charged taxes, and any JV fees/mark-ups. The award fee proposed for direct labor shall be the same across all labor categories (home, field, DBA, SCA). Varying award fees may be proposed for the other cost elements (other direct costs- materials, supplies, contractor owned equipment, etc., and subcontractors) listed under JL.4. However, the **HIGHEST AWARD FEE** proposed under the other direct costs and subcontractor cost elements shall be used for the **Cost Model**. Additionally, as required in this solicitation under G10- Award Fee Calculation and Payment, the award fee for the prime contractor or the joint venture shall not exceed 10%. The proposed award fee for a joint venture shall also be the same rate(s) for all member(s) of the JV.

As reflected in Section G10, the award fee percentage proposed at the task order level may be less than the award fee percentage proposed on Attachment JL.4 for that cost element. The award fee rate proposed at the task order level will be the maximum award fee rate allowed under the task order and will not be subject to an increase.

(4) Proposed Distribution of Work: Offeror(s) shall complete the **Proposed Distribution of Work** on Attachment JL.3 by including the percentage of work expected to be performed by the prime or each joint venture member. The total amount proposed should equate to 100% and reflect the percentage of work expected to be performed by the prime or each joint venture member. If a joint venture agreement reflects a range of work to be performed by that member, Attachments JL.3 and JL.7 shall reflect the higher percentage of work expected to be performed by that member.

2. PROPOSED HISTORICAL AND YEAR –TO-DATE INDIRECT RATES-ATTACHMENT JL.7 (A separate rate sheet shall be submitted by the prime or each joint venture member. A separate rate sheet shall also be provided for unpopulated JVs in which the JV itself has fees/mark-ups. If the JV has an established separate cost center for the JV entity with an adequate accounting system for a reimbursement contract, one form may be submitted for the JV entity).

Offerors shall provide historical indirect rates on Attachment JL6, 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.3 and 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 4D - COST MODEL INFORMATION ATTACHMENTS JL.7 & JL.7A

1. A separate Cost Model Worksheet (JL.7) for the base period and option ordering periods shall be completed/submitted by the prime or each joint venture member 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). Attachment JL.7 should also be provided by unpopulated JVs in which the JV itself has fees/mark-ups as further explained below.

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 Subcontractors on Attachment JL.7. The Offeror; however, should add or delete additional indirect costs in accordance with their established accounting system (must use appropriate base and explain).

3. For unpopulated JVs, the offeror shall also complete Attachment JL.7 for the base and each option year if the JV itself has fees/mark-ups. In this situation, the unpopulated JV is not required to complete Attachment JL.7 in its entirety. The cost model worksheet (JL.7) should only reflect the fees/mark-ups for the JV. Any indirect rates submitted on the Cost Model shall reflect the INDIRECT CEILING RATES provided on Attachment JL.4 for each respective year (base and option years). If an offeror proposes multiple mark-up rates for a cost element (e.g. cost reimbursable subcontractors), the highest mark-up rate shall be utilized on the cost model worksheet (JL.7). Labor, PMO, and award fee should not be filled out. For example, if an unpopulated JV has a G&A mark-up of 8%, Attachment JL.7 should reflect under G&A, the G&A mark-up on the costs (excluding award fee) for all JV members. The Offeror should add additional lines items under G&A as needed to account for subject costs. The Offeror should add additional indirect and direct costs associated specifically with the JV. The total calculated JV fees/mark-ups on Attachment JL.7 should also be reflected on the Cost Model Summary, Attachment JL.7A. Note: Each joint venture member is still required to complete Attachment JL.7 in its entirety.

4. Each team member (prime or JV) submitting this form shall provide rates for **ALL LABOR CATEGORIES LISTED ON JL.7**.
5. Offeror shall input their direct labor ceiling rates from Attachment JL.1 (Maximum Ceiling Rate for Billing Purposes), which correspond to the labor categories listed on JL.7, for each respective year (base period and option ordering period).
6. The proposed rates for SCA labor shall be equal to the wage determination base rates provided in SCA Wage Determination_SAN DIEGO_No. 2015-5635-R10 (Attachment JL.9). Do not include hazard pay for the SCA labor categories.
7. The proposed rates for DBA labor shall be equal to the wage determination base rates provided in DBA Wage Determination_SAN DIEGO_CA190001 05-03-2019 CA1 (Attachment JL.10).
8. 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. For example, if all health and welfare benefits and payroll taxes are included in the direct labor rate for SCA/DBA labor categories and no other fringe is applied to SCA/DBA labor, the indirect ceiling rate for fringe on Attachment JL.4 and JL.7 would be 0% for SCA/DBA labor.
9. All indirect rates submitted on the Cost Model shall be the **INDIRECT CEILING RATES** provided in Attachment JL5 for each respective base period (year 1 and 2) and option ordering period (years 3 ,4, and 5), and not base rates (i.e. forward pricing rates) used to derive the ceiling rates. If an offeror (prime or JV) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the **highest mark-up rate** shall be utilized on the cost model worksheet (JL.7).
10. 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 sections H1 and H27 - costs for the acquisition or use of Information Technology Equipment or Systems and incentive compensation or awards (i.e. safety) shall not be considered as an allowable direct charge to this contract. **ONLY DIRECT CHARGES** provided on Attachment JL.7 will become a part of the contract and be allowed to be proposed and invoiced under future task orders.
11. The Offeror shall input their PMO rate from Attachment JL.8. PMO shall not exceed 3% of the total costs.
12. Award Fee – The award fee proposed in Attachment JL.4 shall be applied to applicable costs. If varying award fees are proposed for other direct cost elements and subcontractors under JL.4, the **HIGHEST AWARD FEE** proposed under the other direct costs and subcontractor cost elements shall be used for the **Cost Model**. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, award fee on cost reimbursable subcontractor's cost at any tier, direct charged local, state, etc. taxes, and any JV fees/mark-ups.
13. 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.
14. The Offeror shall complete the Proposal Cost Summary tab by linking the corresponding value/total from the individual period tabs and categories accordingly.
15. 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.3 (Distribution of Work)**, **provided with your original proposal**, shall be used for the prime or JV listed on the Summary Sheet. In the event an offeror

(prime or JV member) 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. 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. The total calculated JV fees/mark-ups on Attachment JL.7 should also be reflected on the Cost Model Summary, Attachment JL.7A. **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:

Base Year	Markup	Total Cost Model Value for Base Year	% of work (JL.3)	Total Value of Base Year based on % of Work
Prime / JV Member 1		\$490,000.00	55.00%	\$269,500.00
Prime / JV Member 2		\$504,000.00	45.00%	\$226,800.00
		\$994,000.00	100.00%	\$496,300.00
SUBTOTAL COST: PRIME				\$496,300.00
Prime G&A (Total JV fees/markups, as provided in JL.7)		\$0.00		\$0.00
TOTAL VALUE OF COST MODEL FOR BASE PERIOD YEAR 1				\$496,300.00

TAB 4E - 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), prior to contract award, 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.

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:

- a. Accounting System
- b. Purchasing System
- c. Estimating System
- d. Material Management System
- e. EVMS
- f. Property Management 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 key subcontractors to which the Offeror anticipates awarding subcontracts. An explanation is required if information is not available for a subcontractor.

Tab 4F – APPENDICES

Appendix A - Direct Labor and Indirect Rate Forward Pricing Rate Agreements

- 1) The offeror shall provide any approved direct labor 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.2, complete **Attachment JL.3 (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.

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.
- 2) Advise if you have different compensation plans for various skill levels and describe.
- 3) Describe your ability to maintain program continuity, uninterrupted high-quality work, and availability of required competent professional employees.

Appendix D – Pre-Award Survey

A pre-award survey may be conducted on all firms submitting a proposal, 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 of 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, discuss the financial responsibilities among companies and provide same information.

c) The Government may request additional information if needed in order to determine responsibility.

L4. ADDITIONAL INFORMATION FOR OFFERORS

A. System for Award Management

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

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

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

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

B. Federal Contractor Program (VETS-4212)

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

If subject to the reporting requirements, companies must file an annual VETS-4212 Report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new

hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-4212 website at <https://www.dol.gov/vets/vets4212.htm> or employers may contact the VETS-4212 customer support via e-mail at VETS4212-customersupport@dol.gov.

Upon the successful submission of a VETS-4212 report(s), federal contractors will receive an email confirmation of receipt notification for their records. Offerors shall include a copy of their confirmation notification email or the most recent report in their proposal as verification of submission. If this requirement is not applicable to your firm, provide a statement that your firm does not have any contracts subject to this requirement.

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

Section M - Evaluation Factors for Award

BASIS OF EVALUATION**M1. GENERAL INFORMATION**

1. The contracts will be awarded based on Best Value to the Government using Source Selection Procedures. Interested firms will respond with information requested in the solicitation. The Government intends to award between three (3) to four (4) contracts to qualified firms. Contracts may be awarded concurrently, but the Government reserves the right to make staggered awards. Best value shall be based on all cost and non-cost factors.
2. Costs associated with participating in any pre-proposal meeting/site visit or responding to the solicitation will not be compensated.
3. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contracts; to negotiate with offerors in the competitive range; and to award the contracts to the offerors submitting the proposals determined to represent the best value—the proposals most advantageous to the Government, cost and other factors considered.
4. As stated in the solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
5. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
6. As stated in the solicitation, all technical factors when combined are of equal importance to the performance confidence assessment (past performance) rating; and all technical factors and the performance confidence assessment (past performance) rating, when combined are approximately equal to cost. Increasing Significance of Cost: The importance of cost will increase if the Offeror's non-cost proposals are considered essentially equal in terms of overall quality, or if the cost is so high as to significantly diminish the value of a non-cost proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, cost and non-cost factors considered.
7. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal.
8. As specified in the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision, the Government intends to evaluate proposals and award a contract without discussions. An offer must be acceptable for the offeror to be eligible for award. OFFERS THAT DO NOT CONFORM TO THE REQUIREMENTS STATED HEREIN MAY BE DETERMINED UNACCEPTABLE AND MAY BE REJECTED WITHOUT FURTHER EVALUATION.
9. The offeror's proposal shall be in the format prescribed by, and shall contain a response to, each of the areas identified in Section L. OFFERS THAT DO NOT CONFORM TO THE REQUIREMENTS STATED HEREIN MAY BE DETERMINED UNACCEPTABLE AND MAY BE REJECTED WITHOUT FURTHER EVALUATION.

M2. DEFINITIONS

1. The following definitions shall be utilized in the evaluation process.

- (a) **Strength:** An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- (b) **Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance.
- (c) **Significant Weakness:** A flaw that appreciably increases the risk of unsuccessful contract performance.
- (d) **Deficiency:** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- (e) **Past Performance:** Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on previous projects that are relevant to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity (e.g., the quality of work accomplished, schedule compliance, cost control, and customer satisfaction).
- (f) **Specialized Experience:** Pertains to firm's specialized experience in performing relevant contracts and/or task orders for work of similar size, scope, and complexity to the work that may be ordered under this contract as defined in Section C, Performance Work Statement.
- (g) **Substantially Complete:** Pertains to projects that are at least 80% physically complete as of solicitation issuance date. For the IDIQ contract, pertains to the IDIQ contracting being awarded no earlier than 730 days (or two (2) years) from solicitation issuance date and no later than five (5) years from solicitation issuance date.
- (h) **Offeror:** Except where the context in which the term is used clearly indicates otherwise, "offeror" refers to the contractor submitting the proposal, whose name appears in Block 15A of the SF33, Solicitation, Offer and Award.
- (i) **Project:** A project is defined as one complete, singular effort of work ordered or contracted for by a single contractual instrument involving environmental remediation services
- (j) **IDIQ Contract** is defined as a single contract under which multiple individual task or delivery orders are placed against it involving environmental remediation services.
- (k) **Page:** A page is defined as being single sided, dimensions of 8.5 inches by 11 inches with font size of 10-12 point.

M3. EVALUATION FACTORS FOR AWARD

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

- (a) **Non Cost Factors (Technical and Past Performance)**

Factor 1 – Specialized Experience

Factor 2 - Safety
Factor 3 - Past Performance

The distinction between specialized experience and past performance is that specialized experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

(b) Cost

2. The relative order of importance of the non-cost/price evaluation factors is the technical factors 1 and 2 are of equal importance to each other respectively and, when combined, are *equal* in importance to the past performance evaluation/performance confidence assessment Factor 3.
3. When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost evaluation factors) are approximately equal to Factor 4 - Cost.
4. Proposals will be rated and ranked on all the factors listed herein. The Government reserves the right to award to a lower cost offeror when the non-cost factors are considered essentially equal, or when specific strengths and/or benefits associated with a superior offer (non-cost factors) do not support the payment of any associated cost premium. In summary, cost/non-cost tradeoffs will be made.

The importance of cost will increase if the Offerors' non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, cost and non-cost/price factors considered.

M4. FACTOR 1: SPECIALIZED EXPERIENCE

Basis of Evaluation:

1. The Government will evaluate the extent to which the Offeror's (Prime/Joint Venture) proposal demonstrates relevant specialized experience similar in size, scope, and complexity to the work anticipated as described in Section C – Performance Work Statement of the solicitation. At a minimum, the Offeror's proposal shall demonstrate the following:
 - ... Relevant experience in the array of specialized technical experience work elements identified (see Attachment JL.12).
 - ... Relevant experience with complex and innovative remediation technologies;
 - ... Relevant experience that demonstrates successful optimization efforts that reduced cost or time;
 - ... A wide array or relevant experience across the geographic Area of Responsibility for this solicitation;
 - ... Relevant experience working with the Navy and/or other Federal Government entities; Any projects or IDIQ contract submitted in excess of the five (5) submission requirements will not be evaluated.

Any projects or cost IDIQ contract submitted in excess of the five (5) submission requirements will not be evaluated.
2. Proposals that fail to provide required and complete information may be rated lower or found to be deficient.
3. Experience with Department of Defense contracts involving California regulatory agencies may be evaluated more favorably.
4. JV entities with shared relevant experience may be considered more favorable than newly formed JV entities.

5. Submission of more than one (1) cost-type project with the similar size/scope/complexity may be evaluated more favorably.
6. Projects and cost IDIQ contract submission reflecting greater depth and breadth of experience for those work elements identified in Attachment JL.12 may be evaluated more favorably.
7. Cost IDIQ contract submission task orders demonstrating concurrent work may be rated more favorably.
8. Cost IDIQ contract submission task orders demonstrating work that is at least 80% physically complete may be rated more favorably.

M5. FACTOR 2: SAFETY

Basis of Evaluation:

1. 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 evaluation will collectively consider the following three submittal requirements:

- ... Experience Modification Rate (EMR)
- ... OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) and Total Recordable Case (TRC) Rates
- ... Offeror Technical Approach to Safety

(a) EMR – The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

(b) OSHA DART and TRC rates – The Government will evaluate the OSHA DART and TRC rates to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward trends and extenuating circumstances that impact rates.

(c) Technical Approach to Safety –The Government will evaluate the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project as well as the degree to which the Offeror’s safety management system will ensure safety compliance of self-performed and subcontracted work, including innovative methods to monitor safe work practices. The Government will also evaluate the Offeror’s methodology to execute an effective program that facilitates sound mishap prevention techniques/processes, employee reporting of unsafe conditions, unsafe activities, and near-miss mishaps including its “Good Catch” Program

2. While the Government may elect to use other sources of information in evaluating safety to include, but not limited to OSHA, NAVFAC’s Contractor Incident Reporting System (CIRS) in Enterprise Safety Applications Management System (ESAMS), Contractor Performance Assessment Reporting System (CPARS) and other related databases, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror.

M6. FACTOR 3: PAST PERFORMANCE

Basis of Evaluation:

1. The Government will evaluate past performance on recent and relevant project submissions under Factor 1, Specialized Experience. The Government reserves the right, but is not required, to evaluate other recent and relevant projects, for which past performance is currently documented in known sources. The evaluation will

consider the degree to which past performance evaluations provided by the contractor and any other past performance information reviewed by the Government [e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), award fee determinations, and information obtained for 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.); and
 - ... A respect for stewardship of Government funds
2. The Government will consider the recency and relevance of the information, the source of the information, context of the data, and general trends in the Contractor's performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the RFP.
 3. Offerors lacking relevant past performance history, or whose past performance record is so sparse that no meaningful confidence assessment rating can reasonably be assigned, will not be evaluated favorably or unfavorably in past performance and will receive an Unknown Confidence rating (Neutral).

M7. FACTOR 4: COST MODEL

Basis of evaluation:

1. The Government will evaluate the offeror's cost proposal on the basis of:
 - ... Completeness- All information required under Provision L.2 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).
2. 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.
3. 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 or JV members for the base period and option ordering period shall be proposed under the Cost Model for each respective year, and will be used for cost realism evaluation of the Cost Model. 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, 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.

4. Cost Pool and Base Allocation Information and Audit Information - The Government will also review all information provided as required in Section L of this solicitation to determine if the offerors' accounting and billing systems are adequate for cost-reimbursable type contracts.
5. NOTE: THE BREADTH OF THE COST REALISM REVIEW MAY BE LIMITED TO THOSE OFFERORS WHOSE PROPOSALS REPRESENT THE MOST LIKELY CANDIDATES FOR AWARD BASED ON INFORMATION DERIVED FROM THE INITIAL NON-COST (TECHNICAL AND PAST PERFORMANCE) REVIEW AND RELATIVE COST CONSIDERATIONS.
6. Increasing Significance of Cost. The importance of cost will increase if the Offeror's non-cost proposals are considered essentially equal in terms of overall quality, or if the cost is so high as to significantly diminish the value of a non-cost proposal's superiority to the Government. If at any stage of the evaluation, all offerors are determined to have submitted equal, or virtually equal, or generally equivalent, non-cost proposals, cost could become the factor in determining which offeror(s) shall receive the award.