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|---|------|--|--|--|---|--|----------------------------------|--|-----------------------------|--|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 118 | | |
| 2. CONTRACT NO. | | | 3. SOLICITATION NO. W9127820R0060 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 08 Oct 2020 | | 6. REQUISITION/PURCHASE NO. | |
| 7. ISSUED BY ENDIST MOBILE CONTRACTING DIVISION 109 ST JOSEPH ST MOBILE AL 36602 | | | CODE W91278 | | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 | | | | CODE | |
| TEL: | | | FAX: | | TEL: | | | | FAX: | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | | | |
| SOLICITATION | | | | | | | | | | |
| 9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in *See Section L paragraph 3.1 for submittal instructions. until <u>02:00 PM</u> local time <u>10 Nov 2020</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 | | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS | | |
| 11. TABLE OF CONTENTS | | | | | | | | | | |
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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. | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | |
| 15B. TELEPHONE NO (Include area code) | | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | 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 (4 copies unless otherwise specified) | | | | |
| 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 | 10 Year Ordering Period FFP Environmental Remediation Services (ERS) Contract for the Mobile District U.S. Army Corps of Engineers. The contract will be for a period of ten (10) years. See the Performance Work Statement for full description of services. Specific requirements will be issued and awarded per task order. The basic contract labor rates are provided in the attached exhibits. All other required labor, equipment, subcontracts, etc. will be negotiated per task order. FOB: Destination PSC CD: F999 | UNDEFINED | Job | | |
| | | | | | <hr/> MAX NET AMT |

NOTICE TO OFFEROR

SEE NOTE 6. LACK OF REGISTRATION IN THE SAM DATA BASE WILL RENDER THE OFFEROR INELIGIBLE FOR AWARD

BEFORE SIGNING AND SUBMITTING THIS PROPOSAL, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR PROPOSAL TO BE REJECTED. THIS CHECKLIST IS DESIGNED FOR YOUR CONVENIENCE TO ASSIST YOU IN COMPLETING YOUR OFFER. ITS COMPLETION DOES NOT GUARANTEE THAT YOUR OFFER WILL BE ACCEPTABLE. A COMPLETE AND ACCEPTABLE OFFER IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

1. **USACE Mobile District Point of Contact:** Jamie A. Wilhelm @ Jamie.A.Wilhelm@usace.army.mil.
2. **Amendments:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, email Jamie A. Wilhelm @ Jamie.A.Wilhelm@usace.army.mil.
3. **Amended Bid Pages:** If any of the amendments furnished new/revised bid pages, then the new/revised bid pages must be used in submitting your bid.
4. **Mistakes in Proposal:** Have you reviewed your offer price/rates for possible errors in calculation or work left out?
5. **Your Proposal Should Include the Following:** The SF33 (include TIN, DUNS, AND CAGE numbers in the block with your company's name), Completed Proposal Data Sheet, Completed Hourly Rate Schedule (an excel file can be found in the attachments of the PDF) and Sample Project Proposal Schedule, any contract provision/clause requirements, and any technical information required by the solicitation (See sections L and M). Also include your Joint Venture (JV) agreement if applicable. Have all members sign the SF33 or provide a letter authorizing one person to bind the JV or partnership. Refer to the JV requirements outlined in the solicitation.
6. **Your attention is directed to the following clause:** FAR Clause 52.204-7, Required System Award Management (SAM) registration. Lack of registration in the SAM database will render bidder ineligible for award. Information on how to register and the time it takes is detailed in the clause.
7. **Ensure the forms indicated in Section J are completed and submitted with your proposal.**
8. **See Section L, paragraph 3.1 for proposal submission instructions.**

CESAM ERS MATOC 10 Year Ordering Period Labor Rate Schedule

| Draft CESAM ERS MATOC Labor Categories | Ordering Year 1 & 2 | Ordering Year 3 & 4 | Ordering Year 5 & 6 | Ordering Year 7 & 8 | Ordering Year 9 & 10 | FAR 52.217.8 - Option to Extend Services (Max of 6 months) |
|--|---------------------|---------------------|---------------------|---------------------|----------------------|--|
| Program Manager | | | | | | |
| Project Manager | | | | | | |
| Safety & Health Manager | | | | | | |
| Site & Safety Health Officer | | | | | | |
| Industrial Hygienist | | | | | | |
| Certified Health Physicist (CHP) | | | | | | |
| Sr. Contract Manager | | | | | | |
| Quality Control Manager | | | | | | |
| Sr. Engineer | | | | | | |
| Mid. Engineer | | | | | | |
| Jr. Engineer | | | | | | |
| Sr. Environmental Scientist | | | | | | |
| Mid. Environmental Scientist | | | | | | |
| Jr. Environmental Scientist | | | | | | |
| Sr. Geologist/Hydrogeologist | | | | | | |
| Mid. Geologist/Hydrogeologist | | | | | | |
| Jr. Geologist/Hydrogeologist | | | | | | |
| Sr. Environmental Technician | | | | | | |
| Mid. Environmental Technician | | | | | | |
| Jr. Environmental Technician | | | | | | |
| Sr. Chemist | | | | | | |
| Mid. Chemist | | | | | | |
| Jr. Chemist | | | | | | |
| Sr. Biologist | | | | | | |
| Mid. Biologist | | | | | | |
| Jr. Biologist | | | | | | |
| Sr. Archeologist | | | | | | |
| Mid. Archeologist | | | | | | |
| Jr. Archeologist | | | | | | |
| Risk Assessor | | | | | | |
| Geophysicist | | | | | | |
| Historian/Researcher | | | | | | |
| Regulatory Specialist | | | | | | |
| Field Technician | | | | | | |
| Sr. Project Controls/Scheduler | | | | | | |

| | | | | | | |
|-----------------------------------|--|--|--|--|--|--|
| Mid. Project Controls/Scheduler | | | | | | |
| Jr. Project Controls/Scheduler | | | | | | |
| Estimator | | | | | | |
| Construction Foreman | | | | | | |
| Site Superintendent/Supervisor | | | | | | |
| Laborer | | | | | | |
| GIS Specialist | | | | | | |
| CADD Specialist | | | | | | |
| Administrative Assistant/Clerical | | | | | | |

NOTES:

1. Hourly Labor Rates shall include overhead(s), general and administrative (G&A) expenses, labor burden fringes, any other applicable costs.
2. Profit will be negotiated with each task order - DO NOT include profit in the hourly labor rate.
3. The Hourly Labor Rates listed above shall be the maximum rates that can be proposed in response to Requests for Proposal (RFPs) issued during the Base Period of the contract; the Hourly Labor Rates listed above shall be the maximum rates that can be incorporated into task orders awarded during the Option Period of this contract. Lower rates may be proposed during the RFP process and incorporated into awarded task orders.
4. Modifications to task orders will reflect the applicable Hourly Labor Rates at the time the task order was awarded.

| Rate | Ordering Year 1 & 2 | Ordering Year 3 & 4 | Ordering Year 5 & 6 | Ordering Year 7 & 8 | Ordering Year 9 & 10 | FAR 52.217.8 - Option to Extend Services (Max of 6 months) |
|----------|------------------------|------------------------|------------------------|------------------------|-------------------------|---|
| Overhead | | | | | | |
| G&A | | | | | | |

NOTES:

1. The rates in the table above will be applied to Other Direct Costs (ODCs) as negotiated per task order. ODCs may include but are not limited to reproduction, travel, subcontracting effort and specialized equipment.
2. Profit on ODCs will be negotiated per task order.
3. Modifications to task orders will reflect the applicable Overhead and G&A Rates at the time the task order was awarded.

REQUESTS FOR INFORMATION

Requests for Information

Any questions about this solicitation, including technical questions about plans and specifications, shall be submitted via the Bidder Inquiry Portal in ProjNet at <https://www.projnet.org>. To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team. All timely questions and approved answers will be made available through ProjNet. Questions shall be submitted no later than September 4, 2020, 2:00 PM Central Time to allow time for a response, and amendment to the solicitation if necessary. On this date and time the portal will be closed. For technical questions, no other means of communication, e-mail, fax, or telephone will be accepted. Oral exchanges between offerors and the government prior to award of the contract will not be binding. In addition to information available to offerors on the Bidder Inquiry Portal, any information concerning this solicitation will be furnished to all offerors as an amendment to the solicitation if the information is necessary to the submittal of.

The Solicitation Number is: W9127820R0060

The Bidder Inquiry Key is: [HPK3XN-XWC4H8]

Specific Instructions for ProjNet Bid Inquiry Access:

- a. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
- b. Identify the Agency. This should be marked as USACE.
- c. Key. Enter the Bidder Inquiry Key listed above.
- d. Email. Enter the email address you would like to use for communication.
- e. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
- f. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
- g. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

- a. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
- b. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
- c. Identify the Agency. This should be marked as USACE.
- d. Key. Enter the Bidder Inquiry Key listed above.
- e. Email. Enter the email address you used to register previously in ProjNet.

- f. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
- g. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

Note: Questions/comments should be entered in the system one at a time. List of questions uploaded into ProjNet, regardless of the format, will not be answered.

Offerors are requested to review the solicitation and amendments in their entirety, as well as to review the Bidder Inquiry Portal for previous questions and responses, prior to submission of a new inquiry on the Portal.

CAUTION: ANY INQUIRY SUBMITTED AND ANSWERED WITHIN THIS SYSTEM, WILL BE ACCESSIBLE TO VIEW BY ALL INTERESTED OFFERORS ON THIS SOLICITATION.

The call center for the ProjNet operates weekdays from 8 AM to 5 PM U.S. Central Time Zone. The telephone number is 1-800-428-HELP.

If a Contractor does not wish to be considered for this particular task order, please respond in writing on or before the proposal due date indicating the reasons why.

PERFORMANCE WORK STATEMENT

SECTION C - Description of Services

PERFORMANCE WORK STATEMENT

**Environmental Remediation Services, Multiple Award Task Order
Contract(s) (MATOC),
U.S. Army Corps of Engineers, Mobile District**

1.0 INTRODUCTION

The Contractor shall be responsible for providing a full range of environmental remediation services to customers of the U.S. Army Corps of Engineers. The environmental remediation services consist of hazardous, toxic and radioactive waste (HTRW) assessments, investigations, studies, remedial designs, remedial actions and operations, monitoring and other related services. Traditional construction services, as related to restoration activities (including the construction of support facilities) are included. The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the environmental services

1.1 Scope

The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the environmental services outlined in this statement of work and as specifically identified in the individual task orders. The services required by this contract will be provided for the customers of the U.S. Army Corps of Engineers, Mobile District. This includes, but is not limited to the states of Alabama, Tennessee, Mississippi, and Florida and other locations assigned to the Mobile District.

Task orders may use performance-based work statements (PWSs). A PWS structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It is written to ensure that contractors are given the freedom to determine how to meet the Government's performance objectives and provides for payment only when the results meet or exceed these objectives. It maximizes contractor control of work processes and allows for innovation in approaching various work requirements. A PWS emphasizes performance that can be contractually defined so that the results of the contractor's effort can be measured in terms of technical and quality achievement, schedule progress, or cost performance. The goal of Performance-Based Acquisition (PBA) is to:

- a. Save money by reducing contract costs from elimination of unnecessary effort through innovation by the contractor.
- b. Enable the Government to shift its emphasis from processes to outputs.
- c. Hold contractors accountable for the end results.
- d. Ensure that contractors are given the freedom to determine how to meet Government's performance objectives.

A performance work statement (PWS) may be prepared for each individual task order. The PWS will include specific performance objectives and performance elements. The time frame and specific outcomes for each item of work will be described in the individual task order. The description stated herein provides a general understanding of the contractor functions to be performed. Individual task orders will contain the specific requirements. Technical requirements described herein in no way limit the activities that may be required under the terms of this contract. Based on the nature of the requirements and contracting acquisition approach for each task order, the scoping document may use a PWS, Statement of Work (SOW), or Statement of Objectives (SOO).

2.0 GENERAL REQUIREMENTS

The Contractor must have the capability and experience to perform or provide a wide range of investigative, remedial design, compliance, restoration, safety and industrial hygiene, quality assurance, facilities operation and maintenance, inspection, and remediation services required to support the USACE environmental mission.

2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract administration, contract management and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirements specified in each task order. The contractor must maintain continuity between the support operations and the contractor's corporate offices.

2.3.2 Contract Administration

The Contractor shall establish processes and assign appropriate resources to effectively

administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall be available within two hours during normal duty hours to meet with Government personnel designated by the contracting officer to discuss problem areas. After normal duty hours, the contractor shall be available within twenty-four hours or by the next business morning, whichever is earliest. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall maintain training of their employees by providing initial and refresher training as required to meet the scope requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks.

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. The Prime shall manage subcontractors and provide supervision/oversight in accordance with all USACE and FAR requirements. Contractors may add subcontractors to their team after Contracting Officer's notification and approval.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories, labor rates, and man-hours utilized in the performance of each Task Order issued hereunder will be the minimum necessary to accomplish the task. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

2.6 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work within The Mobile District AOR and at various contractor, subcontractor, and Government facilities. Specific locations for field work will be determined at the task order level. Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Work may be required outside of typical work hours and will be determined at the task order level.

2.7 Travel / Temporary Duty (TDY)

Travel to other government facilities or other contractor facilities may be required and will be specified at the task order level. All travel requirements (including plans, agenda,

itinerary, or dates) shall be pre-approved by the government (subject to local policy procedures). Travel costs will be negotiated for each task order as applicable, in accordance with the Joint Travel Regulations.

If not specified, the contractor shall provide any and all necessary transportation to fulfill the requirements of the contract.

3.0 SCOPE REQUIREMENTS

The Contractor shall be capable of providing innovative technologies, as well as traditional methods of site investigation and remediation while complying with all applicable USACE policies and procedures, and applicable federal, state and/or local statutes, rules and regulations.

Examples of some of the environmental restoration work that may be required are listed below. These examples are not intended to be all inclusive.

- a. Conduct a full range of environmental services as required under RCRA, CERCLA, TSCA, CWA, and other federal and state environmental regulations.
- b. Develop site specific work plans with accompanying sub plans. These sub plans include, but are not limited to, such documents as a UFP-QAPP (Uniform Federal Policy – Quality Assurance Project Plan, a sampling and analysis plan, a site safety and health plan, a Contractor quality control plan, and an erosion control plan.
- c. Sampling and testing of soil (surface, shallow subsurface, and deep subsurface) and/or other solid matter; sampling and testing of sediment; sampling and testing of groundwater; and sampling and testing of surface water. Soils will be tested for both chemical and geotechnical parameters. Groundwater sampling may involve installation, development, and abandonment of monitoring wells.
- d. Conduct waste site investigations (e.g., Remedial Investigations, RCRA Facility Investigations, Comprehensive Site Assessments, Site Assessments, etc.) in accordance with Federal, State, and local environmental regulations. This includes preparation of work plans and reports for approval by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authority.
- e. Prepare remedial action decision documents (e.g., Feasibility Studies, Proposed Plans, Records of Decision, Corrective Measures Studies, Corrective Action Plans, Remedial Action Plans, Remedial Designs, etc.) for approval by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authority.
- f. Perform risk assessments (both human health and ecological) in support of RCRA, CERCLA, or other state regulated programs.
- g. Conduct remedial action activities at sites contaminated with the following types of substances: RCRA listed hazardous wastes, RCRA characteristic hazardous wastes, heavy metals, PCBs, asbestos, petroleum hydrocarbons, TSCA regulated substances, radioactive material, and other contaminants not specifically listed.
- h. Remediation of contaminated soil. Soil remediation may include, but is not limited to, such techniques as excavation and off-site disposal, phytoremediation, soil vapor extraction, bioventing, soil washing, bioremediation (ex-situ and in-situ), stabilization,

and/or solidification.

- i. Demolition, removal, decontamination, treatment, transport and/or disposal of manmade structures. Manmade structures include, but are not limited to, buildings, sumps, tanks (both aboveground and underground), drums, and transformers. Additionally, these manmade structures may contain, or be contaminated with, asbestos, lead-based paint, PCBs, petroleum products, or other solid or hazardous wastes.
- j. Remediation of contaminated groundwater. Groundwater remediation may include, but is not limited to, pump and treat, phytoremediation, in-situ bioremediation, reactive barriers, and air sparging.
- k. Topographic, structural, and geophysical surveys.
- l. Hydrogeological testing and data analysis (includes groundwater modeling using state-of-the-art computer models).
- m. Chemical sampling, treatment, and/or disposal of investigation derived waste and of containerized wastes, such as waste inside tanks, drums, and transformers.
- n. Construction of containments (e.g., caps, slurry walls, etc.) around hazardous and regulated waste sites.
- o. Operation and maintenance of remediation facilities (e.g., groundwater collection and treatment systems, soil vapor extraction systems, air sparging systems, bioventing systems, etc.)
- p. Procure analytical laboratory services for performing the analyses associated with individual Task Orders. ***Note:** Laboratories performing analytical testing under this MATOC shall have the applicable certifications required by the State accreditation authority under National Environmental Laboratory Accreditation Program (NELAP) and the DoD Environmental Laboratory Accreditation Program (DoD ELAP) certification for all of the analytical parameters, methods, and matrices to be utilized for each Task Order, as applicable. All laboratories shall provide proof of accreditation through the NELAP/ DoD ELAP as required. The strictest regulation shall apply. Laboratories working under this MATOC must agree to be audited at the Government's discretion, to include desk audits or on-site audits.*
- q. Participation in community education and public affairs activities and preparation of associated documents.
- r. Prepare Remedial Action Reports and/or Closure Reports/Post-Closure Reports after completion of the remedial action activities.
- s. Conduct geotechnical investigations and actions for various parameters to include groundwater modeling, ground penetrating radar, sinkhole investigation, dredge spoil disposal and reuse.
- t. Perform Long Term Management and 5-Year Reviews for sites that have not achieved Unrestricted Use/Unconditional Exposure, assessing current protectiveness of previously implemented remedial actions.

4.0 SPECIAL REQUIREMENTS

This section describes the special requirements for this contract. The following sub-sections provide details of various considerations on this contract.

4.1 Security and Safety

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254, which will be further identified in the DD Form 254 for each TO, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

Visitor Group Security Agreement. The contractor shall sign a Contractor Visitor Group Security Agreement to protect classified information involved in performance under this contract or Task Order. The Agreement will outline responsibilities in the following areas: Contractor security supervision; Standard Practice Procedures; access, accountability, storage, and transmission of classified material; marking requirements; security education; personnel security clearances; reports; security checks; security guidance; emergency protection; protection of government resources; DD Forms 254; periodic security reviews; and other responsibilities, as required.

Project Security Requirements. During performance of any particular project, the Contractor is expected to comply with security measures as applicable. These are related to antiterrorism (AT) and operations security (OPSEC) reviews requirements. There are currently 17 standard contract provisions and clause texts available in the standard OPSEC ENG FORM 6055, JUN 2015 (see Section J). Any or all of the 17 standard contract provisions may be required during the execution of a particular task orders based on the specific task order scope and place of performance.

Safety Requirements. The Contractor shall maintain a safety program compliant with USACE and OSHA requirements, including training, medical monitoring, safety program documentation, etc.

4.2 Monthly Status Report, Monthly Financial Section, Invoice.

The contractor shall submit, according to each task order, a monthly narrative and schedule status report and an invoice (if applicable), both in electronic format. This report and a payment invoice will be provided for approval by the 10th working day of the month following the month in which the services were performed. The monthly status report shall include project break out by hours for each task performed and brief summary of each task and shall be in Microsoft Word and PDF format to the authorized Contracting Officers Representative (COR). COR's will be assigned at the task order level. Generally invoicing procedures will be tailored at the task order level.

4.3 Government Furnished Materials

Government Furnished Information related to the required services will be provided at the task order level.

4.4 Environmental Requirements

The Contractor, the Contractors subcontractors, and the Contractors suppliers shall perform all work in full compliance with applicable Federal, State, and Local environmental laws and regulations including the following: pertinent Occupational

Safety and Health Administration and Department of Transportation requirements, National Environmental Policy Act, Clean Water Act, Clean Air Act, Endangered Species Act, National Historic Preservation Act, Fish and Wildlife Conservation Act, Federal Insecticide, Fungicide, and Rodenticide Act, Asbestos Hazard Emergency Response Act, Noise Control Act, Pollution Prevention Act, Toxic Substances Control Act, Resource Conservation and Recovery Act which amended the Solid Waste Disposal Act of 1965, and Comprehensive Environmental Response, Compensation, and Liability Act as amended by the Superfund Amendments and Reauthorization Act. Any incidents of spills, releases, or noncompliance with regulations noted by the Contractor shall immediately be brought to the attention of the Contracting Officer with written notice provided as soon as possible thereafter. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations. Further, the Contractor shall obtain all environmental permits, licenses, and/or certificates required by each task order. When required, the Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the work as defined in each task order's performance work statement. The Contractor shall provide necessary labor, supervision, insurance, vehicles, equipment, packing materials, labels, waste analysis, lab packing, weight slips, and manifest forms to safely and legally transport and dispose of, or recycle, solid non-hazardous waste, hazardous waste, and hazardous materials. The Contractor shall perform all work in accordance with 40 CFR Parts 190 through 289 and 49 CFR Parts 100 through 177.

4.5 Quality

The Contractor shall maintain a Quality Management Program compliant with USACE, DoD, and other Federal Government requirements. This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

4.5.1 Quality Control

The Contractor shall develop a Task/Delivery Order QCP and maintain an effective quality control program to ensure services are performed in accordance with the IDIQ contract and each individual PWS. The Contractor shall develop and implement procedures ensure and monitor quality, and to identify, prevent, and ensure non-recurrence of defective services. The Contractors QCP is the means by which contract compliance is managed, assured, controlled, and documented.

The finalized QCP will be accepted by the Government at the time of the award of the Task/Delivery Order. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The QCP shall be subject to the Governments review and approval. The Government may find the QCP "unacceptable" whenever the Contractors procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 working days from receipt of notice that QCP is found "unacceptable."

4.5.2 Quality Assurance

Performance Standards and Quality Assurance Surveillance Plans (QASPs) are addressed in Section G.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| | | | | |
|--------------|-------------------|-------------------|------------------|-------------------------|
| CLIN 0001 | INSPECT AT N/A | INSPECT BY N/A | ACCEPT AT N/A | ACCEPT BY Government |
|--------------|-------------------|-------------------|------------------|-------------------------|

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|-------------------------------------|----------|
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
|----------|-------------------------------------|----------|

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 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|-----------------|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
|-----------|-----------------|----------|

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

ADDITIONAL ADMINISTRATION

TASK ORDER ADMINISTRATION

Similar to the Task Order RFP and Award Process, the process for administering task orders will be established by the entity that awarded the task order. The administration of all task order awards will be in accordance with all applicable Federal and local regulations and policies. Offerors should be mindful that the administration of one task order to the next awarded under this contract may vary. Offerors are responsible for understanding the administrative requirements for each awarded task order and asking questions if clarifications of the administrative requirements are necessary.

PERFORMANCE STANDARDS

Performance standards will be established per task order. A resultant Quality Assurance Surveillance Plan (QASP) will be utilized by the Government to monitor contractor performance. The QASP will be based on performance standards established per task order.

CPARS REQUIREMENTS

This contract requires reporting in the Contractor Performance Assessment Reporting System (CPARS). Any task order awarded under this contract that is valued at greater than \$1,000,000.00 will also be subject to reporting in CPARS. The contractor is responsible for providing and maintaining a representative in CPARS who has the authority to review and accept performance reports on behalf of the contractor.

EXAMPLE QASP

The following is an example of a Quality Assurance Surveillance Plan (QASP) that may be used by the Government to conduct quality assurance. Please also see Federal Acquisition Regulation 37.604 "Quality Assurance Surveillance Plans" and 46.4 "Government Contract Quality Assurance".

**Quality Assurance Surveillance Plan
For
Environmental Remediation Services**

**Mobile District USACE
2 June 2020**

1.0 Introduction

This Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidelines that the Government will use in evaluating the technical and quality performance of the Contractor in accordance with the Performance Work Statement (PWS) for this task order. A performance objective (PO) is specified for each site in Table 1 of the PWS. The specific payment milestones will be finalized upon acceptance of the final proposal and contract award and the QASP will be updated accordingly.

This QASP is a “living document” and the Government may review and revise it on a regular basis, and the Government shall notify the Contractor of changes. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards identified in the PWS and the Contractor’s Quality Control Plan (QCP) and to ensure that the Government only pays for acceptable level of services received.

The QASP defines the roles and responsibilities of the multi-functional Government surveillance team, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor’s performance, describes the quality assurance documentation requirements, and describes analysis of the quality assurance monitoring results.

1.2 Performance Management Strategy

The Contractor is responsible for the quality of all work performed. The Contractor measures quality through the Contractor’s own quality control (QC) program. QC includes all work performed under this contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the Contractor’s QC program. The Government surveillance team will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated POs. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

2.0 Roles and Responsibilities of Government Surveillance Team

Government surveillance will be performed by a multi-disciplinary technical team, which shall create an environment that shapes and effectively executes this contract. The Government surveillance team will perform field and technical oversight of all Contractor activities to ensure that the Contractor is meeting technical, schedule, and other contractual requirements and which will provide early detection of potential performance issues and resolution before any issues become significant problems. The Government surveillance team will be comprised of qualified multi-disciplinary representatives from United States Army Corps of Engineers (USACE) and the customer. The following Government-designated persons will participate in the performance management of this contract: USACE Contracting Officer (KO), USACE Contracting Officer’s Representative (COR), and Installation Restoration Program Manager (RPM). The Government surveillance team will also be supported by the USACE Program Manager (PM), Customer’s Environmental PM, USACE Technical Manager, subject matter experts (SMEs), and other technical personnel.

- a. Contracting Officer: The KO has the overall responsibility for overseeing the Contractor’s performance. The KO, through the assigned COR, monitors the Contractor’s performance in the areas of contract compliance, contract administration, reviewing the COR’s assessment of the Contractor’s performance, and resolving all differences between the COR’s assessment and the Contractor’s assessment of performance.

The KO assures that the Contractor receives impartial, fair, and equitable treatment under the contract. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The KO will be identified upon task order award. Questions for the KO should be directed to the assigned USACE Contracting Specialist, TBD.

- b. Contracting Officer's Representative: The COR is responsible for technical monitoring of the Contractor's field and technical performance as well as assessing, recording, and reporting on the Contractor's compliance with the contract terms and conditions. The COR will ensure availability to receive COR training as directed by the KO prior to performing Contractor surveillance. The COR, with support of the Government surveillance team, will maintain surveillance documentation and notify the KO of any significant performance deficiencies. The COR will assist the Chief Financial Officer by validating that all invoices are correctly posted against the assigned contractual and financial elements. The COR will prepare an annual performance evaluation into the Contractor Performance Assessment Reporting System (CPARS) as required and at the time of final acceptance of work, contract completion, when the Contractor's performance is unsatisfactory, or at other times, as appropriate, in accordance with USACE procedures. The COR for this task order will be identified upon task order award.
- c. Technical Manager: The USACE Technical Manager (TM) is responsible for assisting the COR with day to day operations and technical execution tasks. The TM coordinates with the COR to identify priorities and ensure appropriate focus and attention is given to all elements of this contract, including reviews technical submittals, work plans, reports, daily field documentation, monthly reports, field oversight, invoices, IMS, MPS, etc. The TM for this task order will be identified upon task order award.
- d. Installation RPM: The Installation RPM has the responsibility to ensure overall progress and strategies of this contract are meeting the requirements and standards of the customer's Environmental Program. The RPM will assist in budgeting and planning throughout the life of this contract. The RPM will provide and supplement field oversight and technical reviews of Contractor reports. The RPM shall serve as the regulatory authority at the installation level; as liaison to the federal, state, and local regulatory agencies; and as liaison to their higher to relay progress information as appropriate. The RPM for each installation will be identified upon task order award.
- e. Subject Matter Experts and Technical Personnel: The KO and COR may call upon the technical expertise of other Government Officials and SMEs as required. These Government personnel may be called upon to review technical documents and products generated by the Contractor and will be identified as work progresses.

3.0 Contractor Performance Assessment

The POs for each site are presented in Table 1 of the PWS. The Contractor will be responsible for accomplishing the POs, and will be monitored and assessed for this contract by the Government surveillance team. The COR will monitor every aspect of the Contractor's performance and will engage the Contractor and appropriate team members to resolve any discrepancies in performance.

This contract will utilize multiple tools and methods to assess the Contractor's performance, and every aspect of that performance will be adequately documented to substantiate the Contractor's compliance with the POs. The Contractor will be engaged in the development of this strategy, as a strong partnership between the Government and the Contractor will help to ensure the POs are achieved.

Discrepancies or deficiencies in performance will be resolved at a level appropriate to the deviation or divergence from the performance objective. Installation RPM and COR interaction will be required for all issues at the milestone level. When required, the KO will be required to engage with the Contractor to ensure all aspects of the contract are adhered to. Anticipated remedies may include: receiving data, information, or reports from the Contractor in response to questions; correction of cost performance data; timely notification of issues effecting health and safety; meetings; correspondence; adjustments to milestones to meet site conditions; or Contractor re-performing tasks or work in order to meet POs.

3.1 Performance Assessment Methods

3.1.1 Key Surveillance

The following types of documents and activities are currently anticipated and will be evaluated in accordance with this QASP:

- Communications
- Technical plans and report quality

- Field work completion
- Laboratory analysis and data review
- Status reports, meeting minutes, presentations
- Integrated Master Schedule (IMS) and Milestone Payment Schedule (MPS)
- Operation and Maintenance (O&M)

Upon contract award and subsequent submittal of the Contractor's Program Management Plan, the QASP will be reviewed and updated as necessary to ensure alignment.

3.1.2 Additional Surveillance

Additional Government surveillance activities may include, but are not limited to, the following:

- Quality Assurance Project Plan (QAPP)
- Field investigations
- Data transfer
- Project meetings
- Technical progress reporting
- Uploaded electronic documents
- Quality control documentation
- Safety records

3.2 Performance Standards

The Contractor's performance will be evaluated by assessing the listed key milestones, documents, and activities in the areas of evaluation listed below. These areas will be evaluated throughout the course of the project through the use of the following qualifiers: exceptional, very good, satisfactory, marginal, and unsatisfactory. The Contractor's performance will be evaluated for the attribute of safety during any fieldwork.

| AREAS OF EVALUATION |
|-------------------------------|
| QUALITY |
| SCHEDULE |
| BUSINESS RELATIONS |
| MANAGEMENT OF KEY PERSONNEL |
| SUBCONTRACTOR MANAGEMENT |
| UTILIZATION OF SMALL BUSINESS |
| SAFETY |

The following guidelines are provided for issuing ratings that are subjective in nature; these ratings will be supported by the weight of evidence documented during the Government's surveillance efforts:

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.

Marginal: Performance does not meet all contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problems for which the Contractor's corrective actions appear or were ineffective.

3.3 Surveillance Methodology

Table 1 summarizes the surveillance activities planned for the QASP. The surveillance methods listed below will be used in the administration of this QASP.

- a. 100% Inspection: All project milestones, documents, and activities will be evaluated through 100% inspection by on-site inspection or document review through USACE and AFCEC oversight. The COR will document performance for each completed milestone, document, or activity prior to payment.
- b. Periodic Inspection: At the COR's discretion, periodic inspections will be conducted to evaluate progress toward key milestones, documents, and activities. This may include QA Safety Inspections by a Government representative during fieldwork. The COR may also complete a period progress inspection based on the belief that deficiencies exist that must be addressed prior to completion of milestones, documents, or activities.
- c. Customer Feedback: Feedback on Contractor performance will be obtained through period inquiries by the COR with project stakeholders. The purpose of these inquiries would be to supplement the other forms of evaluation and to also provide the Contractor with constructive criticism or recognition for the project milestones, documents, and activities completed. Customer feedback received will be validated to ensure it relates to the requirements of the PWS and will be used in a prudent manner by the COR. Customer feedback will also be solicited from appropriate stakeholders for key documents and activities.

3.4 Acceptable Performance

Performance shall be documented using approval of the plans, field work, and reports. Subsequent approval is further documented by approval and payment of the associated performance milestones. Payments shall be completed by approval of the invoice by the USACE PM and submitted to the COR for payment. The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action. The Government uses CPARS.

3.5 Unacceptable Performance

When unacceptable performance occurs, the COR shall inform the KO. The KO shall notify the Contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case, the COR shall document the discussion and place it in the COR file. The Contractor shall acknowledge receipt of the written documentation from the KO. The written documentation of unacceptable performance should request the Contractor to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The documentation should also state how long after receipt the Contractor has to present this corrective action plan to the KO. The Government shall review the Contractor's corrective action plan to determine acceptability. The Government may also submit an interim CPARS rating to document unacceptable performance. Should performance not allow for corrective action, or if the corrective action plan is not implemented, the Government may issue a final CPARS rating documenting the unacceptable performance. Unacceptable performance may also result in the Contracting Officer issuing a contract termination.

4.0 Surveillance Documentation

4.1 Quality Assurance Monitoring Form

The USACE PM or designee will use the Quality Assurance Monitoring Form (QAMF) (Attachment 1) to record evaluation of the Contractor's performance for each payment milestone or final document/report in accordance with the methodology described in **Section 3.0**. The USACE PM must substantiate, through narratives on the form, all exceptional or less than satisfactory ratings.

Performance at the satisfactory level is expected from the Contractor. The QAMF will include information on acceptance of the progress reports and payments to percent project completions by the Contractor. The USACE PM will forward copies of all completed QAMFs to the COR and the Contractor within 7 days of performing the inspection.

4.2 Other Documentation

The COR shall review, approve, and maintain at a minimum the following surveillance information within the SPM Module in PIEE:

- a. COR Letter of Appointment
- b. Contract and Modifications
- c. Contract PWS and documents/reports, such as:
 - o Project website observations
 - o Schedules

- Technical status reports
- Meeting documentation
- Notifications
- Quality Assurance Project Plan (QAPP)
- Drawings, permits, and technical documents
- d. Other applicable documentation, such as:
 - Progress Reports such as Daily Progress Reports
 - Data and Technical Reports
 - Correspondence (email, teleconference notes, etc.)
 - Financial documents to support invoicing
 - Back up documentation for all invoices
 - Observations on Contractor activities
 - Milestone records
 - Database records
 - Site visit surveillance documentation

Table 1 - Surveillance Activities Table (Milestones/Documents/Reports)

| Milestone | Performance Measure | Monitoring Method | Documentation |
|------------------------------------|---|--|--|
| Communications | <ul style="list-style-type: none"> • Ability to Team. • Timely notification of potential issues and problems. | Periodic Inspection/ Customer Feedback/CPSMR/ Status Meetings | USACE and Customer approval |
| Technical Plans and Report Quality | <ul style="list-style-type: none"> • USACE and AFCEC approval. (Revisions not required due to unacceptable quality.) • Regulatory approval of technical document. | 100% Inspection | USACE COR completion of QAMF, e-mail, letters Regulatory approval e-mail, letters |
| Field work completion | <ul style="list-style-type: none"> • Installation of equipment, systems, and wells in accordance with regulatory requirements. • Sampling conducted in accordance with approved QAPP/Work Plan. • Restoration of site surface to original or agreed upon conditions. | Periodic Inspection/ Customer Feedback | USACE COR/PM completion of QAMF, e-mail, letters with concurrence from RPM |

| Milestone | Performance Measure | Monitoring Method | Documentation |
|---|---|---|---|
| Laboratory analysis and data review | <ul style="list-style-type: none"> USACE and Customer approval of laboratory data package. USACE and Customer approval of data validation report. Environmental Resources Program Information Management System (ERPIMS) data submissions shall be error-free, pass all validation checks, be considered delinquent if not submitted 90 days after the sample was collected, and fully comply with the ERPIMS Data Loading Handbook (DLH). | Periodic Inspection | USACE COR/PM completion of QAMF, e-mail, letters, customer surveys |
| Status reports, meeting minutes, presentations | <ul style="list-style-type: none"> Adequate detail/accuracy upon first submittal. (Revisions not required due to unacceptable quality.) | Periodic Inspection/ Customer Feedback | USACE and AFCEC approval |
| Integrated Master Schedule (IMS) and Milestone Payment Schedule (MPS) | <ul style="list-style-type: none"> Adherence to IMS/MPS Guidance. Maintain IMS/MPS to accurately reflect completed activities and realistic schedule of planned activities. | Periodic Inspection/ Customer Feedback | USACE and Customer approval |
| Operation and Maintenance (O&M) | <ul style="list-style-type: none"> O&M of equipment, systems, and wells in accordance with regulatory requirements, manufacturer instructions, and O&M manuals. | Periodic Inspection/ Customer Feedback | USACE COR/PM completion of QAMF, e-mail, letters with concurrence from RPM. |

5.0 Corrective Action Process

When a key document/report receives a marginal or unsatisfactory rating, the Contractor will explain, within 15 days, in writing to the COR and the Installation RPM, as to why performance was marginal or unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The COR and the Installation RPM will review the proposed corrective action to determine if the corrective action will be accepted.

6.0 Performance Standard Decision Review

The Government will document compliance or noncompliance of each completed milestone, document, or activity with a Performance Standard Review as shown in Table 3. The status of each completed performance milestone will be entered into the review table. Compliant or noncompliant status of the completed milestone will be documented along with specific documented deficiencies, cause of deficiencies, and a recommended approach to corrective action.

Table 3 - Performance Standard Decision Review

| Performance Milestone | Status | Identified Performance Deficiencies | Cause of Deficiency | Recommended Corrective Action |
|-----------------------|--------|-------------------------------------|---------------------|-------------------------------|
|-----------------------|--------|-------------------------------------|---------------------|-------------------------------|

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ATTACHMENT

QUALITY ASSURANCE MONITORING FORM

SERVICE or STANDARD (MILESTONE): _____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check):

☐ 100% Inspection ☐ Periodic Inspection ☐ Customer Feedback

LEVEL OF SURVEILLANCE (Check):

☐ Monthly ☐ Quarterly ☐ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

ANALYSIS OF RESULTS:

Contractor Performance (Check):

☐ Meets Standards
☐ Does Not Meet Standards

Narrative of Performance During Survey Period: _____

PREPARED BY: _____

DATE: _____

Section H - Special Contract Requirements

TASK ORDER INFORMATION

TASK ORDER RFP PROCESS

This is a Mobile District multiple award task order contract. Requests for Proposal (RFPs) which will result in Task Order awards issued by the U.S. Army Corps of Engineers (USACE) Mobile District within the South Atlantic Division (SAD) Region. A standard RFP Format or RFP Process has not been established under this contract. The process for issuing and responding to RFPs will be established by the entity issuing the RFP; RFPs will be issued in accordance with all applicable Federal and local regulations and policies and competed in accordance with Federal Acquisition Regulation (FAR), Part 15 – Contracting by Negotiation. Task orders shall be evaluated in accordance with FAR 15.101 – Best Value Continuum (FAR 15.101-1 Tradeoff Process or FAR 15.101-2 Lowest Price Technically Acceptable Process). Offerors should read each RFP thoroughly and be mindful that the requirements for responding may vary from one RFP to the next issued under this contract. Offerors are responsible for providing RFP responses in accordance with each issued RFP and asking questions if clarifications of the process are necessary.

RFPs may include applicable FAR provisions. The applicability of the following FAR Provisions will be determined by the scope and requirements included in Requests for Proposal issued under this contract. The following clauses may not be the only FAR provisions that apply.

Task Orders that require Brand Name or Equal products:
52.211-6 Brand Name or Equal (Aug 1999)

Task Orders that allow offerors to provide alternatives to the Government-unique standards:
52.211-7 Alternatives to Government - Unique Standards (Nov 1999)

Task Orders that include Options:
52.217-3 Evaluation Exclusive of Options (Apr 1984)
52.217-4 Evaluation of Options Exercised at Time of Contract Award (June 1988)
52.217-5 Evaluation of Options (July 1990)
52.217-9 Option to Extend the Term of the Contract (Mar 2000)

Task Orders that allow Performance-Based Payments:
52.232-28 Invitation to Propose Performance-Based Payments (Mar 2000)

Task Orders that provide for a Site Visit prior to proposal submission:
52.237-1 Site Visit (Apr 1984)

Task Order that allow Uncompensated Overtime:
52.237-10 Identification of Uncompensated Overtime (Oct 1997)

TASK ORDER AWARD PROCESS

All task order awards will be in accordance with all applicable Federal and local regulations and policies. Offerors should be mindful that the award process from one task order to the next awarded under this contract may vary. Offerors are responsible for understanding the award process for each task order and asking questions if clarifications of the process are necessary.

WAGE DETERMINATIONS

This contract is subject to the provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965), the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR Parts 4, 6, 8, and 1925). See Section I for applicable clauses.

Construction activities ordered under this contract may be subject to the provision of 41 U.S.C chapter 3141-3144, Davis-Bacon Act in accordance with 29 C.F.R. § 4.116(c)(2); FAR 22.402(b). The applicability of the Davis-Bacon Act will be determined on a task order basis. See Section I for applicable clauses.

Applicable wage determinations will be obtained and provided per task order. The most current wage determinations can be viewed by selecting the 'Search Wage Determinations' link found at <https://beta.sam.gov/>.

CONTRACTOR MANPOWER REPORTING

This contract is subject to Contractor Manpower Reporting. If Contractor Manpower Reporting applies to a task order issued under this contract, a paragraph substantially similar to the following paragraph will be included in the task order:

Contractor Manpower Reporting (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including Subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including Subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

SAFETY AND HEALTH REQUIREMENTS

The contractor shall comply with the applicable portions of the current edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. The current edition shall be the edition, including all changes, that is posted at https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf (at the HQ homepage, select Safety and Occupational Health) on the date the solicitation for this contract was issued.

Section I - Contract Clauses

APPLICABILITY STATEMENT

THE APPLICABILITY OF CLAUSES IN THIS SECTION WILL BE BASED ON THE SCOPE AND REQUIREMENTS OF EACH TASK ORDER ISSUED UNDER THIS CONTRACT.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.202-1 | Definitions | JUN 2020 |
| 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 | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 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 | JUN 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | JUN 2020 |
| 52.203-16 (Dev) | Preventing Personal Conflicts of Interest (JUN 2020) (Deviation 2018-O0018) | JUN 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-12 | Unique Entity Identifier Maintenance | OCT 2016 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts | OCT 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | JUL 2016 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | JUN 2016 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | JUL 2018 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | DEC 2019 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. | AUG 2019 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUN 2020 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |

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| 52.210-1 | Market Research | JUN 2020 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | JUN 2020 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-14 | Integrity of Unit Prices | JUN 2020 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | JUN 2020 |
| 52.217-2 | Cancellation Under Multiyear Contracts | OCT 1997 |
| 52.217-4 | Evaluation Of Options Exercised At The Time Of Contract Award | JUN 1988 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.219-6 (Dev) | Notice of Total Small Business Set-Aside (DEVIATION 2020-O0008). | MAR 2020 |
| 52.219-13 | Notice of Set-Aside of Orders | MAR 2020 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-5 | Construction Wage Rate Requirements--Secondary Site of the Work | MAY 2014 |
| 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 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-30 | Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method) | AUG 2018 |
| 52.222-32 | Construction Wage Rate Requirements--Price Adjustment (Actual Method) | AUG 2018 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-41 | Service Contract Labor Standards | AUG 2018 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts) | 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 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2017 |

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| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 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 | JUN 2020 |
| 52.224-3 | Privacy Training | JAN 2017 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 | Pledges Of Assets | AUG 2018 |
| 52.229-2 | North Carolina State and Local Sales and Use Tax | APR 1984 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-19 | Availability Of Funds For The Next Fiscal Year | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment | JAN 2017 |
| 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 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-13 Alt I | Accident Prevention (Nov 1991) - Alternate I | NOV 1991 |
| 52.237-1 | Site Visit | APR 1984 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.237-10 | Identification of Uncompensated Overtime | MAR 2015 |
| 52.242-2 | Production Progress Reports | APR 1991 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.245-1 | Government Property | JAN 2017 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.250-1 | Indemnification Under Public Law 85-804 | APR 1984 |
| 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 |

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| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.203-7004 | Display of Hotline Posters | AUG 2019 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7002 | Payment For Contract Line or Subline Items Not Separately Priced | APR 2020 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | FEB 2019 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7001 | Hazard Warning Labels | 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 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 2005 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 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 |
| 252.232-7017 | Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration | APR 2020 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 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 |
| 252.247-7023 | Transportation of Supplies by Sea | FEB 2019 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages **to be determined per task order if applicable** per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or

performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(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 **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$10,000,000.00**;

(2) Any order for a combination of items in excess of **\$10,000,000.00**; or

(3) A series of orders from the same ordering office within **7** 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 **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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 **completion of all task orders issued prior to expiration of the contract.**

(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 **completion of all task orders issued prior to expiration of the contract.**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

To be determined per Task Order as applicable.

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-O0008) (MAR 2020)

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

(b) Definition. "Similarly situated entity," as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

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

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

(3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;

(4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;

(5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and

(7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a NAICS code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(g) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(3) and (4) of this clause, by the end of the performance period for the order.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 562910 assigned to contract number TBD.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small

businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(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

Will be completed per task order if applicable.

(End of clause)

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

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

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

Data Sheet submitted under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

Will be completed per task order as applicable.

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ _ _ _

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name ____ _

Account party's address ____ _

For Solicitation No. ____ _ (for reference only)

TO: [____ U.S. Government agency]

[____ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ ____ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [____ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ____ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after

the resumption of our business.

Sincerely,

[____ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

____ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ____

Our Letter of Credit Advice Number ____

Beneficiary: ____ [U.S. Government agency]

Issuing Financial Institution: ____

Issuing Financial Institution's LC No.: ____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ____ [name of issuing financial institution] for drawings of up to United States dollars ____ /U.S. \$ ____ and expiring with our close of business on ____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ____ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) ____

[Name and address of financial institution]

Pay to the order of ____ [Beneficiary Agency] ____ the sum of United States ____ This draft is drawn under Irrevocable Letter of Credit No. ____

____ [Beneficiary Agency]

By: ____

(End of clause)

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (NOV 2006)

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

Will be completed per task order as applicable.

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _____ percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to _____ percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within _____ days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Will be completed per task order as applicable] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

(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, as defined in FAR 2.101 on the date of subcontract award, 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, as defined in FAR 2.101 on the date of subcontract award, 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 written consent before placing the following subcontracts:

NONE

(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:

NONE

(End of clause)

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

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

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

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

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

(e) Government property provided under this clause:

Will be established if applicable to a Task Order.

(End of clause)

52.248-1 VALUE ENGINEERING (JUN 2020) - ALTERNATE I (APR 1984)

(a) General. The Contractor shall (1) engage in a value engineering program, and submit value engineering progress reports, as specified in the Schedule and (2) submit to the Contracting Officer any resulting value engineering change proposals (VECP's). In addition to being paid as the Schedule specifies for this mandatory program, the Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the program requirement sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

| CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS (Figures in percent) | | | | |
|--|-----------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Contract Type | Incentive (Voluntary) | | Program Requirement (Mandatory) | |
| | Instant Contract Rate | Concurrent and Future Contract Rate | Instant Contract Rate | Concurrent and Future Contract Rate |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts) | (1) 50 | (1) 50 | 25 | 25 |

(1) Rates will be established per task order if Value Engineering is included in the scope of the task order.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-3 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(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):

<https://www.acquisition.gov/browse/index/far>

(End of clause)

252.216-7006 ORDERING (SEP 2019)

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

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

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

(End of Clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

To be identified per applicable Task Orders.

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment --, Mission-Essential Contractor Services, dated -----.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

To be identified per applicable Task Orders.

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment --, Mission Essential Contractor Services, dated -----, during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- SF LLL Disclosure of Lobbying Activities
- CESAM Form 1151 Prompt Payment Certification

Approved by OM
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| | | | | | |
|---|--|---|---|---|--|
| 1. Type of Federal Action: <div><input type="checkbox"/> a. contract</div> <div><input type="checkbox"/> b. grant</div> <div><input type="checkbox"/> c. cooperative agreement</div> <div><input type="checkbox"/> d. loan</div> <div><input type="checkbox"/> e. loan guarantee</div> <div><input type="checkbox"/> f. loan insurance</div> | | 2. Status of Federal Action: <div><input type="checkbox"/> a. bid/offer/application</div> <div><input type="checkbox"/> b. initial award</div> <div><input type="checkbox"/> c. post-award</div> | | 3. Report Type: <div><input type="checkbox"/> a. initial filing</div> <div><input type="checkbox"/> b. material change</div> <div>For Material Change Only:</div> <div>year _____ quarter _____</div> <div>date of last report _____</div> | |
| 4. Name and Address of Reporting Entity: <div><input type="checkbox"/> Prime</div> <div><input type="checkbox"/> Subawardee Tier _____, if known:</div> <div>Congressional District, if known:</div> | | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <div>Congressional District, if known:</div> | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: <div>CFDA Number, if applicable: _____</div> | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div> | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div> | | |
| 11. Amount of Payment (check all that apply): \$ _____ <div><input type="checkbox"/> actual <input type="checkbox"/> planned</div> | | | 13. Type of Payment (check all that apply): <div><input type="checkbox"/> a. retainer</div> <div><input type="checkbox"/> b. one-time fee</div> <div><input type="checkbox"/> c. commission</div> <div><input type="checkbox"/> d. contingent fee</div> <div><input type="checkbox"/> e. deferred</div> <div><input type="checkbox"/> f. other; specify: _____</div> | | |
| 12. Form of Payment (check all that apply): <div><input type="checkbox"/> a. cash</div> <div><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</div> | | | | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <div>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div> | | | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 16. Information requested through this form is authorized by title 31 U.S.C section 1352. This disclosure of lobbying activities is a materia representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352 . This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | | | Authorized for Local Reproduction Standard Form - LLL | | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OM
0348-0046

Reporting Entity: _____ Page _____ of _____

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.209-7 | Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-13 | Violation of Arms Control Treaties or Agreements -- Certification. | JUN 2018 |
| 252.232-7015 | Performance-Based Payments--Representation | APR 2020 |
| 252.232-7016 | Notice of Progress Payments or Performance-Based Payments | APR 2020 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

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

(2) The small business size standard is \$22,000,000.

(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) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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.

(xvii) 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.

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

(xix) 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.)

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

(xxi) 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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 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.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(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.

(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 |
|------------|-------|-------|--------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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

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

(2) If the provision at FAR 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 (e) 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:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

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

(v) 252.225-7049, 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.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

____ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

| FAR/DFARS Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
| | | | |

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | JUL 2016 |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | JAN 2017 |
| 52.215-1 Alt I | Instructions to Offerors--Competitive Acquisition (Jan 2017) -Alternate I | OCT 1997 |
| 52.215-20 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data | OCT 2010 |
| 52.216-27 | Single or Multiple Awards | OCT 1995 |
| 52.222-46 | Evaluation Of Compensation For Professional Employees | FEB 1993 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an [Indefinite Delivery Type \(IDC\), Multiple Award Task Order Contracts \(MATOCs\)](#) resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Procuring Contracting Officer
109 Saint Joseph St
Mobile, AL 36602

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

(End of provision)

SAMPLE PROJECT

PERFORMANCE WORK STATEMENT

FOR

**ENVIRONMENTAL REMEDIATION SERVICES
OPTIMIZED REMEDIATION CONTRACT**

AT

**FORT MYSTERY
SOUTH ALABAMA**

**US Army Corps of Engineers
Mobile District
Sample Project for Solicitation No.: W9127820R0060**



27 June 2020

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1.0 SCOPE

This is a fictional scenario developed for the ERS MATOC RFP. All information needed to develop a sample submittal is included in this document, i.e., no additional research is needed nor is there any additional support documentation to review concerning this sample project.

This Performance Work Statement (PWS) defines the scope of environmental services necessary to conduct site restoration. The range of activities include maintenance of established remedies, implementation of optimization to enhance remedial progress at applicable sites, and achievement of site-specific objectives. The Contractor shall undertake Environmental Remediation activities to achieve the Performance Objective (PO) as described in this PWS.

NOTE: For purposes of this ORC, the term “Government” includes the Air Force (AF) and United States Army Corps of Engineers (USACE). While regulators are a governmental entity, they are also a third party over whom the Government has no control and, as such, will be referred to as “regulators”.

1.1 Project Description

A fictional military installation in south, Alabama historically manufactured TNT on a portion of the base (herein referred to as site Operable Unit (OU)-007). All structures, foundations and slabs have been previously removed from the site. The site is currently covered with grass that is regularly mowed. The site has not been utilized since the TNT manufacturing operation was terminated in 1969. The site is relatively flat with surface drainage generally directed to the north. It is desired to construct a recreational training facility and running track on this site; therefore, remediation of the site to residential conditions is required. The site is bounded on three sides by wooded undeveloped area and one side is bounded by a paved road.

Site Investigations have been conducted in this area and it has been determined that the TNT contamination exceeding the EPA residential soil screening level is confined to several rectangular areas encompassing approximately 5 acres. Levels of TNT contamination range from 7,000 mg/kg to 2,000 mg/kg and are confined to the upper 6 inches of topsoil and 3 feet of the clay soils (classified as CL in accordance with the unified Soils Classification System (USCS)) with an average concentration of 1500 ppm. The site is underlain by a surficial sand and gravel aquifer, the unconfined water table is present 25 feet below ground surface, and the average hydraulic conductivity of the aquifer is 9×10^{-7} (m/s) and porosity is 35%. The groundwater contamination is bounded vertically by a clay confining layer at a depth of approximately 55 feet below ground surface, and the hydraulic gradient was calculated to be 0.00641 ft/ft to the northwest. A creek that flows into Mobile Bay is located 2,500 feet to the northwest of the site. Groundwater contamination exceeding applicable groundwater cleanup levels was delineated to an area of approximately a quarter acre during the remedial investigation completed seven years ago, and the highest concentration of TNT in groundwater was 25 ug/L.

1.2 Performance Objective

The Contractor shall perform all the necessary environmental remediation activities required to achieve the PO of “Achieve Site Closeout within the Performance Period (PP) of five (5) years. The Contractor shall maintain compliance with regulatory requirements and binding agreements until SC is achieved, including annual land-use control inspections and sampling and analysis of 7 on-site monitoring wells and 14 off-site monitoring wells. This PWS, along with guidance included in attachments and enclosures include the general requirements of the project to meet the project objectives. The Contractor shall maintain compliance with regulatory requirements, e.g., land-use controls until SC is achieved.

The Government places great value on error-free work products of the highest quality that support technically sound decisions consistent with applicable Government and regulatory requirements. Additionally, the Contractor shall ensure programmatic consistency and quality across the entire contract.

Requirements for efficient management of this contract include, but are not limited to, the achievement of the POs in the PP per Table 1 of this PWS and timely identification and solution of impediments to successful project execution. The Contractor shall provide all personnel, equipment, supplies, tools, materials and other items necessary to perform the tasks defined in this PWS. The Contractor is solely responsible for reviewing all publicly available information and forming their independent, professional conclusions/interpretations of site conditions and requirements to achieve the PO of this contract within the PP specified.

The Government will rely on the Contractor's expertise in recognizing and addressing problematic issues during the execution of this contract. The Contractor shall perform all work in accordance with federal, state, and local statutes and regulations. The Contractor shall also comply with Installation regulations. Remedies shall conform to environmental permits, DD requirements, or other legal requirements. The Contractor shall continue work throughout the entire duration of the POP.

No contaminated soil or groundwater is to be removed from the base. The reuse plan for the site is a recreational facility and running track. This remediation contract includes restoration of the site to approximately pre-remediation grade and conditions, and all backfill will be structural soil fill compacted to at least 90% of the standard Proctor maximum dry density. Required restoration also includes six inches of topsoil and St. Augustine sod for the entire site.

1.3 Performance Requirements

Table 1 presents task order requirements and performance objective elements for this task order.

| Table 1: Performance Table | | | |
|-----------------------------------|---|--|---|
| Site/Task | Performance Objective | Performance Period | Performance Standard |
| Task 1: PMP | Project Management Plan (PMP): 1) Draft PMP 2) Final PMP 3) Annual review and updates as necessary | Draft PMP within 60 calendar days from contract award, Final PMP within 14 calendar days of receipt of USACE comments on the Draft, and updates as necessary throughout the POP (per PM/COR) | USACE approval of PMP. The PMP should be maintained with accuracy and completeness based on the current technical approach for each site, management structure, etc. |
| Task 2: IMS/MPS | Integrated Master Schedule (IMS)/Milestone Payment Schedule (MPS) | Draft IMS/MPS within 60 calendar days from contract award, Final IMS/MPS within 14 calendar days of receipt of USACE comments on the Draft, and updates monthly throughout the POP | USACE approval of IMS/MPS. |
| OU-007 | Site Closeout (SC) | Five (5) years | USACE, and regulatory approval of SC documentation (e.g., Proposed Plan/Record of Decision, and Well Abandonment Confirmation Report). |

2.0 APPLICABLE DOCUMENTS

The Contractor shall identify and comply with all applicable federal, state, and local statutes; Department of Defense (DoD), USACE, instructions, manuals, handbooks, regulations, guidance, and policy letters (including Government policy and guidance for IRP, and MMRP); Executive Orders (EOs); American Society for Testing and Materials (ASTM); American Petroleum Institute (API) Codes; National Association of Corrosions Engineers (NACE); National Fire Protection (NFPA); Steel Structures and Painting Counsel (SSPC); National Electrical Code (NEC); Uniform Fire Code (UFC); and International

Building Code (IBC) including all changes and amendments in effect on the date of issuance of this contract. It is the Contractor's responsibility to identify and comply with all applicable requirements. In addition, the Contractor shall refer to the current versions of the DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing and The United States Construction Management Implementation Guide.

The Contractor shall identify and comply with all applicable documents for the Installations including RODs, ROD Amendments, ESDs, RCRA Permits and subsequent modifications, Risk Evaluation Corrective Action Program (RECAP) documents, the Endangered Species Act, other Decision Documents, Deeds, and conveyance notices.

The information provided in this PWS is not intended as a substitute for complete analysis of technical data available, nor is it intended to be a guide on how the Contractor should address achievement of the PO.

3.0 GOVERNMENT FURNISHED INFORMATION AND PROPERTY

Government Furnished Information is contained in the Administrative Record. The Government believes the documentation provided represents the most recent and appropriate documentation available for the Installations and sites identified in this PWS. The Contractor is solely responsible for reviewing all available information and forming their own independent, professional conclusions/interpretation of site conditions and requirements to achieve the POs of this contract. Specific documents not included in the Administrative Record or in Enclosure 2 may be made available following a request to the Contracting Officer (KO), if the documentation can be distributed in a timely manner. Electronic format is not guaranteed.

The Contractor shall properly account for and manage all new and existing GFP procured and utilized at the Installations as-is where-is in accordance with the Federal Acquisition Regulation (FAR). Lists of current GFP are provided in Enclosure 3. All Real Property installed during the contract shall be turned over to the Government.

The Contractor is responsible for providing all other supplies and equipment, not already installed and not listed in Enclosure 3, that are required to achieve the POs of this contract. All Government-owned property, including real property used for remediation purposes, must be maintained by the Contractor in accordance with applicable maintenance requirements and usability for the intended purpose. The Contractor is responsible for disposal of unneeded, unusable, or obsolete GFP as required, and transition of remaining GFP to other Contractors at the end of the contract POP, whichever comes first. Prior to disposal of excess or unserviceable equipment listed in Enclosure 3, the Contractor shall coordinate activities with the KO for disposition instructions.

4.0 MANAGEMENT, PLANNING, AND REPORTING REQUIREMENTS

The Contractor shall implement a full range of environmental remediation activities as required to meet objectives of this contract and in accordance with all applicable or relevant and appropriate federal, state, and local laws and regulations; DoD policies; and Installation-specific orders, agreements or rules. The Contractor shall supply all labor, equipment, and materials necessary to accomplish the work through the entire contract POP. The Contractor shall perform management and planning functions, including performance measurement and fund status reporting. The IMS, MPS, and PMP shall be consistent.

The Contractor shall work closely with the PM/COR to ensure effective communication is maintained to execute the ORC in accordance with this PWS and other contract requirements. Project management coordination shall include, but not limited to, contract option Sub-CLIN reviews to confirm the contract option modification is in alignment with the IMS/MPS, reviews of performance progress, and other issues identified by the PM/COR.

4.1 Project Management Plan and Work Breakdown Structure

The Contractor shall develop and maintain a detailed PMP. The PMP shall specify the project's resources and tasks corresponding to the Sub-CLINs for this contract as required for the planning, execution, control, and completion of the stated POs, and shall follow guidance documents. At a minimum, the PMP shall include the following sections: technical approach for achieving the POs in accordance with the PWS, organization and integration of the project team, schedule management and project controls, transitional activities, risk management, quality management, health and safety management, procurement management, and security management. The Contractor is responsible for complying with the ORC PMP Guidance and standard industry practice. Clarification on PMP content and the level of detail required to address the ORC program shall be provided by the PM/COR.

The PMP shall include the approved ORC Work Breakdown Structure (WBS) and WBS Dictionary. In addition, the WBS shall demonstrate a comprehensive decomposition of each work package/PO deliverable and exhibit a clear and concise correlation between the PWS, IMS, and MPS. The Contractor is responsible for complying with the guidance for the Development of Contract Line Item Number Structures, Work Breakdown Structures, Integrated Master Schedules, and Milestone Payment Schedules (CLIN, WBS, IMS, MPS Guidance).

Each ORC has a designated WBS Level 3 Element code that is unique to this ORC. This designation will be retained, at a minimum, for the life of the contract. For this ORC, the Level 3 designation is 1.1.5.

The first draft of the PMP shall be due within sixty (60) calendar days of contract award (or a more aggressive schedule if agreed upon). The Draft PMP and subsequent revisions shall be subject to USACE review and approval. The Final PMP shall be due within fourteen (14) calendar days of receipt of USACE comments on the Draft versions. The Contractor shall maintain the PMP throughout the duration of the contract utilizing dated page changes and track change deletions and insertions (electronic copies) as practicable for incremental updates, and full revisions as needed, per PM/COR. Whole document PMP updates during the life of the ORC may be necessary based on the accumulation of small incremental changes or significant changes (e.g., contract requirements, technical approaches, risk and issue management, or key personnel). The Contractor shall prepare two whole document updates during the POP of the ORC. The USACE will determine when PMP updates are warranted and the PM/COR will approve all updates and revisions.

The final MPS milestone for the PMP Sub-CLINs 0001AA and 0001AB shall be a Project Status Summary and for the Final PMP Sub-CLIN 0001AC shall be a Project Closeout Summary. The Project Status Summary and Project Closeout Summary shall include summaries of the following: progress on achievement of POs, progress on achievement of milestones, actual performance against Performance Models, schedule achievements or delays, issues and risks, and other performance indicators as required by the PM/COR. In addition, the Project Closeout Summary shall include required information to support closeout of the contract as defined by the PM/COR.

The PMP shall include a Transition Management Plan that will provide details on how the work will be transitioned during the beginning and end of the ORC. Transition details shall include, but not be limited to roles and responsibilities, transition communications, and ensuring the Contractor plans for and conducts a smooth and efficient exchange of work during ORC closeout and transition to subsequent contracts.

4.2 Schedule and Planning Requirements – Integrated Master Schedule

The Contractor shall prepare and submit an IMS in hardcopy and in electronic format (Microsoft Project and Adobe Acrobat portable document file (.pdf)).

The following are minimum Government requirements for the IMS:

- Presents a realistic sequence and timing of all activities and documents necessary to demonstrate achievement of the PO within the PP.
- Organized in a WBS aligned with the CLINs/Sub-CLINs in Section B of the awarded contract and includes, but is not limited to, the following columns in the prescribed order shown below, or as required by the PM/COR:
 - Installation Name: Identify EESOH-MIS Installation Name per Table 1.
 - Site Number: Identify EESOH-MIS Site Number per Table 1 and Site Alias, if applicable.
 - CLIN/Sub-CLIN: Identify CLIN and/or Sub-CLIN per Section B of the contract.
 - Note Sub-CLINs for compliance activities (routine regulatory requirements to comply with binding agreements) are denoted as #####CX and Sub-CLINs for performance activities (remedial advancement or progress towards the PO) are denoted as #####AX.
 - WBS Element Number Designation/Code.
 - Task Description: Include detailed description of all activities (e.g., meetings, permitting, site access, work plans, mobilization, field work, documents, reviews, coordination with stakeholders, etc.) associated with achievement of the PO and a clear indication of regulatory (CERCLA, RCRA, and/or State Program) phase completions (e.g., RIP Achieved, RC Achieved, etc.) and PO achievement.
 - Start and Finish Dates: Document Start date and Finish date for each required activity and document including appropriate durations and realistic Government and Regulatory review periods.
 - a. Include an obligation date, notice to proceed date, or projected award date as the first activity for each Sub-CLIN.
 - b. Include a clearly identified final field work (e.g., FINAL FIELD ACTIVITY) Start date and Finish Date for each site (i.e., indicate when the final set of field activities such as injections, groundwater sampling, or others will be complete).
 - Milestone Payment Amount: Include negotiated amount consistent with the approved MPS ensuring the sum of all milestone payments equals the value of the CLIN/Sub-CLIN per Section B of the contract.
 - Percent Complete: Record completion status of all activities and documents as approved by the PM/COR.
 - Predecessor and Successor: Define relationships, logic, and constraints associated with activities and documents.

The Contractor shall maintain and submit an IMS monthly in electronic format in accordance with the requirements above and include updates to progress and approved changes (e.g., Government or regulatory review periods, technical approaches, milestone payment updates, or contract requirements). The IMSs shall be submitted electronically to the Contractor's ORC document repository and in accordance with instructions from the PM/COR. The Contractor shall prepare and maintain the IMS in accordance with the CLIN, WBS, IMS, and MPS Guidance.

4.3 Milestone Payment Schedule

The Contractor shall prepare and submit an MPS monthly (along with the IMS) in hardcopy and in electronic format (Microsoft Excel). The MPS will be negotiated during development of the PMP and approved by the PM/COR.

The following are minimum Government requirements for the MPS:

- Presents appropriate milestone payments considered integral and necessary to the achievement of the POs.
- Includes a reasonable number of milestone payments per CLIN/Sub-CLIN based on the scope and anticipated duration to achieve CLIN/Sub-CLIN objective and/or PO.

- Organized in a WBS aligned with the CLINs/Sub-CLINs in Section B and includes the following columns:
 - CLIN/Sub-CLIN: Identify CLIN and/or Sub-CLIN per Section B of the contract. Note Sub-CLINs for compliance activities (routine regulatory requirements to comply with binding agreements) are denoted as #####CX and Sub-CLINs for performance activities (remedial advancement or progress towards the PO) are denoted as #####AX.
 - Installation Name: Identify EESOH-MIS Installation Name per Table 1.
 - Site Number: Identify EESOH-MIS Site Number per Table 1 and Site Alias, if applicable.
 - Milestone Payment Identification Number: Include unique number assigned to each milestone payment for tracking purposes.
 - Milestone Payment Description: Include detailed description of definable and measurable step considered integral and necessary to the achievement of the CLIN/Sub-CLIN objective and/or PO.
 - Milestone Payment Amount: Include negotiated amount ensuring the sum of all milestone payments equals the value of the CLIN/Sub-CLIN per Section B of the contract.
 - Milestone Payment Percentage: Include percentage of the milestone payment in relation to the total CLIN/Sub-CLIN value. The final payment milestone(s) within a CLIN/Sub-CLIN demonstrating achievement of the CLIN/Sub-CLIN objective must be a minimum of 20% of the total CLIN/Sub-CLIN value. This may include both the USACE approved and regulator approved versions. Payment of the final 20% milestone is contingent upon achievement of the CLIN/SubCLIN performance objective.
 - Completion Date: Document completion date for each milestone payment consistent with the Finish date presented in the IMS.
 - Percent Complete: Identify completion status (0% or 100%) of all milestone payments as approved by the PM/COR.
 - Invoice Number: Clearly indicate the invoice number associated with the milestone payment as approved by the PM/COR for the purposes of tracking payment. This information can be completed as invoices are prepared.
- Excludes unacceptable milestone payments representing a “progress” payment or a monthly payment for level of effort expended including:
 - Submittal of documents
 - Site mobilization/demobilization (unless exempted by KO)
 - Accomplishment of field activities
 - Submittal of a monthly status
 - Management and overhead type costs (e.g., program/project management, monthly reporting, etc.)
 - Allocation of PMP, Basewide QPP, or other Basewide costs to specific sites

The Contractor shall maintain and submit an MPS monthly (and with PMP updates, as needed, per the PM/COR), in electronic format in accordance with the requirements above and include updates to progress (e.g., Percent Complete, Invoice Number). The MPSs shall be submitted electronically to the Contractor’s ORC document repository and in accordance with instructions from the PM/COR. The Contractor shall prepare and maintain the MPS in accordance with the CLIN, WBS, IMS, and MPS Guidance.

Milestone payments within a CLIN/Sub-CLIN may be revised in response to changes in the approach for achievement of the CLIN/Sub-CLIN objective without a contract modification so long as the changes do not impact the total value or objective of the CLIN/Sub-CLIN. All changes to the MPS, with the exception of tracking invoicing of completed milestone payments, must be approved by the PM/COR. Milestone payments will not be renegotiated if the Contractor is unable to achieve the milestones, CLIN/Sub-CLIN objectives, and/or POs.

Completion of milestones shall demonstrate payment is appropriate and warranted. PM/COR approval of the documentation supporting the completion of the milestone is required for payment. Where regulatory acceptance/concurrence is required for this documentation, USACE acceptance will occur following regulatory acceptance/concurrence of the documentation. Acceptance/concurrence occurs upon final signature of documents requiring signature by the Government and/or regulators. Final decisions regarding the adequacy of milestone completion resides with the USACE. The PM/COR will take into consideration the appropriate acceptance and/or concurrence of necessary documentation by regulators consistent with the applicable regulatory drivers of this PWS.

For milestones where regulatory acceptance/concurrence is required and regulatory acceptance/concurrence cannot be obtained, the USACE will evaluate the Contractor's documents to determine if they are legally and technically acceptable to warrant payment for achieving that milestone.

The Contractor is limited to one invoice submitted to USACE per month. The invoice must itemize the milestone payments for each CLIN/Sub-CLIN associated with the invoice. The Contractor will not receive payment until milestones are achieved in accordance with the MPS. The USACE will not approve partial payments.

4.4 Document Repository

The Contractor shall maintain a document repository for all project-related documents, including but not limited to, work plans, reports, data, monthly reports, invoices, MPS, IMS, PMP, presentations, etc. The Contractor shall present a documentation repository format and template for PM/COR review and approval (e.g., the repository shall be logically organized by task/Installation, CLIN and SubCLIN, and phase of work). The Contractor shall include a Document Repository O&M procedure (included in the PMP) detailing how the Contractor will ensure information in the repository is correct, current, and complete.

The repository is intended to be a single access point repository for all project-related documentation. The repository shall be accessible to stakeholders during the life of the project, and shall implement security measures to ensure access to appropriate parties. The Contractor shall provide notifications to the USACE PM/COR, and Installation POC(s) at the time data is included/modified in the repository. At close-out, all repository documents will be transferred to DVD or other digital media (per the PM/COR) and delivered to USACE.

The Contractor shall create and maintain a Master Document List (MDL) that includes all documents, whether the document is a deliverable or not, prepared during the course of this contract. The Contractor shall maintain the project documents for the duration of this contract and transfer custody to the Government within 90 calendar days prior to POP expiration.

4.5 Cost and Status Reporting

The Contractor shall prepare and submit a monthly Contractor's Progress, Status, and Management Report (CPSMR). The CPSMR shall be used to review and evaluate the overall progress of the project, along with any existing or potential problem areas. The report shall be prepared and submitted in an electronic format to the Contractor's ORC document repository and/or in accordance with the CPSMR Template. The CPSMR shall also be used to indicate whether efforts for each site are on target for meeting the PO. The Contractor shall submit an updated/statused IMS each month with the CPSMR. Additional cost/schedule status reporting detail may be required by the PM/COR.

4.6 CLIN/SubCLIN Structure and Price Schedule

The Contract Line Item Number (CLIN) and SubCLINs for this ORC are presented in Attachment A, attached. SubCLINs include both project management and site related task required to achieve the performance objective for this project. Along with their technical and management approach submittal,

the Contractor shall submit pricing for each SubCLIN in Attachment A. All pricing for this contract shall be in whole dollars, including but not limited to proposal, invoices, modifications, etc. Contractors presenting proposed Pricing not in whole dollars will be determined deficient and will not be evaluated. SubCLINs 0001AA and 0002AA shall have a period of performance of two year period, and SubCLINs 0001AB and 0002AB shall have a period of performance of three years. SubCLINs under CLIN 0003 shall be annual requirements.

4.7 Meeting and Conference Requirements

4.7.1 Meeting/Teleconference Support

The Contractor shall participate in post-award meetings and Project Management Review (PMR) meetings and teleconferences with the USACE as necessary to achieve the POs in this PWS. The Contractor shall coordinate and host meetings, provide logistical support (e.g., facilities, audio/visual), create and present materials, and lead technical discussions.

The Contractor also shall attend and/or support meetings and teleconferences to discuss technical or regulatory issues and project progress and status with the Government and regulatory agency representatives. Specifically, the Contractor shall host an internal ORC kick-off meeting with the USACE within fifteen (15) calendar days from contract award. The kick-off meeting shall include a comprehensive review of the ORC, PMP, IMS, MPS, document repository, and other topics as requested by the Government. Kick-off meetings will be required.

In keeping with Government commitment to the regulators, the Contractor shall host a kick-off meeting with the USACE, and regulators within thirty (30) calendar days from contract award. At a minimum, the following topics will be discussed at the regulatory kick-off meeting: review project schedules for field work and deliverables; achieve a mutual understanding of expected review times; identify standards, criteria, and guidance to be used during site characterization and remediation; identify potential points of compliance; identify regulatory processes and other applicable state agency programs (i.e., Water Protection, Department of Health, Air Pollution, etc.); identify site constraints and dependencies (i.e., site access, right of entry, security, ongoing site activities, topography, slope stability, etc.); and determine potential community interests. Due to difference in regulatory programs, kick-off meetings with regulators will be required.

The Contractor shall also attend and provide both technical and logistical support for Restoration Advisory Board (RAB) meetings (as appropriate), Tier 1/Tier II partnering meetings, and teleconferences. Currently, Regulatory meetings occur quarterly. Weekly/bi-weekly meetings/teleconferences may also be required to discuss in detail progress and any technical or management issues. Teleconferences shall be conducted separately. Also, other periodic and specialty-topic meetings/teleconferences shall be required, as necessary. However, the frequency of meetings may change based on the status of the environmental restoration program. Depending on specific requirements, meetings may be held at FDEP, EPA, USACE. The Government will be present for all technical and public meetings with the regulatory agencies; however, the Contractor shall coordinate the meetings, provide logistical support (e.g., facilities, audio/visual), create and present materials, and lead technical discussions. The Contractor shall clearly identify themselves as “Contractors” in all situations involving stakeholders. The Contractor shall prepare, and submit for USACE review and concurrence, any presentation materials and agendas for meetings no less than one week (five working days) prior to the meeting. The Contractor shall prepare minutes for all meetings attended within 14 calendar days following the event. Travel to/from the Installation and to other CONUS locations for such purposes as meeting attendance, briefings, and/or presentations may be required in support of this remedial action. These activities are considered incidental to the effort required and shall not be included for separate milestone payments.

The Contractor shall not contact any regulatory agency without prior notification and approval by the Installation POCs and PM/COR.

4.7.2 Public Meetings and Hearings

The Contractor shall support all community involvement requirements to meet CERCLA, RCRA, and other regulatory requirements including public meetings, public notices, RAB meetings, Technical Working Group, Community Advisory Group meetings, public comment periods, and responsiveness summary preparation. The Contractor shall keep the community informed of activities by producing annual newsletters and fact sheets. Since the installation does not have an active RAB, the Contractor shall provide the support required to reassess community interest every 24 months and reactivate or establish the RAB(s), as necessary. The frequency of meetings may change based on the status of the environmental restoration program.

In coordination with Government and the Installation POC(s), the Contractor shall coordinate and attend teleconferences as necessary with the assigned Public Affairs Officer (PAO) to ensure the PAO is fully aware of all ongoing activities, public outreach status, compliance with applicable regulations, and possible issues that might impact the Government and its public image. The Contractor shall coordinate with the Installation POC(s) before any contact with the PAO.

Examples of types of Public Affairs requirements include the presentation of technical information and logistical support (e.g., advertising, audio-visual, handouts, report(s), recordings, verbatim transcripts, poster boards, slides, synopses, etc.) for events and/or meetings in support of the Government's position. All reports and other information generated under this contract shall become the property of the Government, and distribution to any other source by the Contractor is prohibited unless authorized by the PM/COR.

The Contractor shall use staff trained in public affairs to complement the technical staff on the project. These trained staff must attend all meetings with the public along with the appropriate technical staff. The credentials of the trained staff must be submitted to and approved by the USACE PM/COR in advance of any meeting with the public. The trained staff shall demonstrate effective public communications experience and experience in building relationships with the stakeholders involved in cleanup activities or similar efforts.

The Contractor shall research, coordinate, and provide responses for short-notice internal and external requests for information such as congressional inquiries and media requests as requested by the PAO or other applicable action officers. These inquiries require the Contractor to provide the Government factual and responsive information within 24 hours of request.

4.8 Spatial Data (Map) Requirements

The Contractor shall NOT establish new Geographic Information System (GIS) systems.

In furtherance of the environmental construction or restoration effort, the Contractor shall provide geospatial data and map(s) of Installation features (historical, existing, or planned) altered or constructed as required to achieve the POs of this contract.

Source data and product data remain the property of the United States Government. The Contractor shall protect all geospatial data, including geometry, attributes, metadata, topologies, and relational database schemas and operations used in association with this PWS. Further information about security and nondisclosure requirements should be obtained from the Installation Geospatial Integration Office (GIO).

The Contractor shall provide data to update the GIS and/or computer-aided design and drafting (CADD) files as required to achieve the POs of this contract. Source data and product data remain the property of the United States Government.

The Contractor shall also ensure that GIS data is submitted in a file geodatabase that meets the current Government adaptation of Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) within the Government GeoBase program. The Contractor shall consult with each Installation

POC and/or Installation GIO office to ensure CADD and GIS data is compatible with each Installation's requirements.

All products associated with this contract that provide a map representation of the location of Installation features (historical, existing, or planned) including Installation maps, site plans, area development plans, walls-out as-built depictions, or other related overhead (plan) views of an Installation (partial or entire) must adhere to the following requirements. (NOTE: This requirement does not currently involve walls-in facility floor plans or interior renderings.)

All maps and associated data must comply with the latest Government version of SDSFIE available from the SDSFIE Web site:

<http://www.sdsfieonline.org/> or contact the Government GIO. These data will be organized using the current version of the standard approved by the Headquarters Air Force GeoBase Office as the functional lead for Installation mapping and visualization. The SDSFIE will determine file and feature class identification and definition, attribution, and valid domain values. When any geospatial information collected as a result of the contract includes information identified in the Common Installation Picture (CIP) or recognized Mission Data Set (MDS), the Contractor will deliver data consistent with the established requirements for the data and will ensure functionality with the receiving system.

Information must be collected at no less than 1:1200 scale. Spatial data will meet or exceed National Map Accuracy Standards at those scales. Metadata will be provided and will use Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM) for organization.

As a requirement of this contract, the Contractor shall provide to the Government all shape files, file geodatabases, map exchange files (MXDs), and Geospatial data accumulated as a result of investigation recorded on compact discs (CDs) and also electronically. Geospatial data must be delivered in a geo-referenced GIS format (feature-based file structures with one-to-one cardinality between spatial records and attribute records) which would include Environmental Systems Research Institute's (ESRI) shapefile and geodatabase formats. All attribute data as specifically outlined in the contract must be included either in the GIS data file or as a separate table with a SDSFIE key variable that may be used to relationally join the separate table with the GIS data file. All geospatial data must be delivered in the North American Datum 1983 (NAD83) projection, State Plane Coordinate System, using feet or metric coordinate units. For all locations within the Restricted Area, Universal Transverse Mercator (UTM) coordinates must also be provided. Further guidance on mapping units, coordinate systems, and projections is available from the Installation GIO.

Mapping- or Survey-Grade Global Positioning Systems (GPS) or comparable traditional survey methods will be used to collect geospatial data. The use of mapping- or survey-grade GPS will depend on the precision requirements of the product data. These requirements will be specified later in this PWS for all contract activities where geospatial data are involved. In the case of contracts involving utility construction, location and attribute data will be obtained at the time of excavation. Further information about precision requirements should be obtained from the Installation Execution Support (GeoBase) Office.

Source data and product data remain the property of the U.S. Government. The Contractor shall be required to explain and demonstrate the company's process for protecting all geospatial data including, but not limited to, geometry, attributes, metadata, topologies, and relational database schemas and operations used in association with this PWS. The Contractor shall be required to sign a non-disclosure agreement attesting to the same before source data are released. Further information about security and non-disclosure requirements should be obtained from the Installation GIO. Some installation map data, source and/or product, may be considered by the Government to be "sensitive, but unclassified." The intent of this clause is to prevent intentional or unintentional dissemination of "sensitive, but unclassified" information to include unauthorized access to the source and product data by any entity wishing to do

harm to the Government or United States Government while the data resides on the Contractor's computer network. The Contractor is not authorized to release this information to any third party without the explicit consent of the GIO or its involved Installation. All source information must be returned to the Government POC or destroyed upon completion of this project. Documentation of information destruction shall be documented and provided to the Installation POC. Special requirements for handling classified map data, if applicable, will be addressed elsewhere in this PWS.

The Contractor is required to follow MD 11042.1 regarding Safeguarding Sensitive But Unclassified (For Official Use Only) information dated 5 January 2005.

4.9 Notification Requirements

The Contractor shall promptly notify the USACE PM/COR, with courtesy copies to Government and Installation POC(s), of critical issues that may affect the contract performance. For issues that affect human health, safety, and the environment, the Contractor shall verbally notify the PM/COR and Government base POCs immediately and follow-up with email notification no later than eight hours after occurrence.

Based on issue severity, the KO, PM/COR, and/or Installation POCs may require the Contractor to “pause” work activities until more information is gathered. A work “pause” is not an official “stop-work” but is a suspension of activities that may exacerbate the issue.

The types of issues that require notification include, but are not limited to, health/safety risks and actual occurrences (e.g., breach of energized power lines), spills, Notices of Violation (NOVs) (received or anticipated), changes in critical personnel, and finding unanticipated unexploded ordnance (UXO), discarded military munitions, munitions constituents present in high enough concentrations to pose as explosive hazard, or chemical warfare materiel (CWM). The Contractor shall follow the 3Rs principal of Recognize, Retreat and Report if Munitions and Explosives of Concern (MEC) are encountered or suspect to have been encountered.

If an incident occurs during field activities that affect acutely affect human health, safety, or the environment, including but not limited to personnel injury, breach of health/safety/security controls, utility breach, violation technical/safety work controls, encountering unanticipated UXO during field activities, etc., the Contractor shall immediately stop work, report the discovery to the USACE PM/COR, Government, and Installation POC(s), and implement the appropriate safety precautions. The Contractor shall also provide the KO with written notices, via email, of the incident occurrence and a follow-up notice of the incident resolution. Field activities shall not continue until clearance is received from the KO. If the Contractor anticipates working beyond the PP date to achieve a PO the Contractor shall submit an extension request to the PM/COR at least 60 days prior to the PP date. Based on PM/COR approval, the Contractor shall revise the IMS and PMP accordingly to reflect the revised PP date. Sub-CLINs in which the PO is in jeopardy of not being met during the five-year life of funds and/or contract POP shall notify the PM/COR no later than six-months prior to the Sub-CLIN expiration of funds date and/or contract POP. Sub-CLINs that meet these criteria shall be individually tracked and reported to the PM/COR monthly until the PO is achieved, a contract modification is completed, or other mitigating factors occur.

4.10 Permits

The Contractor shall develop, coordinate, apply, comply with, and/or modify all federal, state, local, and other applicable environmental permits, access agreements, easements, licenses, and certificates required to achieve the POs of this contract as detailed in Sections 4.9.1 and 4.9.2. Generally, the Government will sign all easement agreements and modifications and/or renewals of new or existing permits, licenses, and certificates required under this contract. The Contractor shall maintain a library of these documents at the

Contractor's site office as well as the corporate facility handling this contract. The Contractor shall comply with all applicable permit conditions.

4.10.1 Environmental Permits

Pursuant to CERCLA (42 U.S.C. 9621(e)), no federal, state, or local permits shall be required for onsite removal or remedial actions. The Contractor must consult with the Government prior to obtaining environmental permits for all on-site and off-site CERCLA activities. For non-CERCLA restoration sites, the Contractor shall assist the Government to comply with all applicable permit conditions including permit modification requirements and payment of permit fees. If the Contractor has any question whether a particular permit may or may not be required, the Contractor shall consult with the Government prior to obtaining the permit. The Contractor shall be responsible for reviewing and responding to site specific underground utility locating systems request tickets, or other dig permit requests, requiring the identification of subsurface appurtenances and utilities associated with the remediation systems included in this contract. If the Contractor obtains environmental permits, it is responsible for implementing and paying for them. Utility location ticket requests will be sent to the Contractor and the Contractor will be required to review, respond, and address all location requirements in accordance with state law and regulations. The Contractor shall maintain all records pertaining to location requests.

4.10.2 Rights of Access to Non-Government Real Property

The Contractor shall prepare documents using Government-provided templates, pay the rent or purchase price and associated expenses for the Government to maintain or modify existing rights of access, or to acquire new rights of access, to non-Government land which the Contractor needs to satisfy the POs of this contract. On the Government's behalf, the designated Installation official will negotiate and sign the documents to obtain or modify the necessary rights of access with technical assistance from the Contractor. Based on the stated right of access needs of the Contractor, the Government will decide which type of right of access (e.g., right of entry, license, easement, lease, or fee acquisition) will be obtained. Technical assistance expected or that may be requested by the Government from the Contractor for rights of access include description of the amount of real property on which access is being sought, provision of property surveys, title searches and title insurance (necessary only for easements, leases for greater than 30 years, or fee acquisitions), environmental site due diligence, appraisals of fair market value, amount of expected intrusion on the property or property disturbance, cost estimates of restoring property to its original condition after access is no longer needed, and potential technical witness testimony in the event the Government must pursue involuntary condemnation through the U.S. Department of Justice in state or federal court. Payment of associated expenses includes costs associated with providing the aforementioned technical assistance, fees for recordation of real property documents associated with acquiring the right(s) of access, costs for payment of or restoring property damage resulting from Contractor's activities on the property on which the right(s) of access were acquired, costs for obtaining "dig safe" or "utility clearance" approvals from appropriate utility and governmental entities, and costs for notifying or communicating with affected property owners regarding rights of access.

4.11 Photo Documentation

The Contractor shall prepare digital photographic documentation, as required to achieve the POs of this contract, including but not limited to photo-documentation of field activities, site inspections, etc. The Contractor shall include photographic documentation of site(s) and building(s) under investigation, field activities, and sample locations. Photography of any kind shall be coordinated through the PM/COR and/or Installation POC.

4.12 Remote and/or Austere Sites

Not Applicable

4.13 Site Access

The Contractor shall obtain and monitor assigned security badges, Common Access Cards (CACs) and passes used by all applicable personnel for the duration of this contract. All security badges, CACs and passes shall be returned to the Installation POC upon expiration of the badge/CAC/pass, upon completion of the project, or when possession of the badge/CAC/pass is no longer necessary (e.g., upon removal of Contractor personnel from specific projects).

Additional access or security requirements/limitations that may impact scheduling are provided below. Advance coordination for site access is required as follows:

4.14 Worksite Activities and Coordination

4.14.1 Coordination of Activities

The Contractor shall coordinate worksite activities with all applicable personnel to ensure the protection of human health and the environment; the prevention of damage to property, utilities, materials, supplies, and equipment; and the avoidance of work interruptions. The Contractor shall provide security to work areas, if needed. Contractor shall perform emergency response to situations arising from project activities. The Contractor shall perform emergency repairs to facilities, systems, improvements, or utilities damaged in the course of executing the contract requirements. The Contractor shall comply with all local, state, federal and military law and guidance covering security activities. The Contractor shall comply with Occupational Safety and Health Administration (OSHA) safety and health regulations and local safety office requirements. The Contractor is required to provide the CO copies of any OSHA report(s) submitted during the duration of the contract.

4.14.2 Radiological Waste, Hazardous Material, and Hazardous Waste Permitting and Reporting

The Contractor shall handle all hazardous materials and waste in accordance with applicable federal, state, local, Installation, and USACE requirements. The Contractor shall provide all hazardous materials use and hazardous waste disposal documentation to USACE PM/COR, and Installation POC(s), and shall register with the Hazardous Materials Pharmacy program (if available) and/or the Hazardous Materials Management Office (HAZMO) at the Installation prior to bringing any materials on the Installations to ensure appropriate and efficient tracking of the Contractor's hazardous material purchases, inventories, use, and releases such as required by the Emergency Planning and Community Right-to-Know Act (EPCRA), Executive Orders, or any Installation reporting requirements.

The Contractor shall submit the types and quantities of hazardous materials being brought onto the Installation per the Hurlburt Field 90-day HazWaste Program.

The Contractor shall also comply with federal, state, local, Installation, and USACE requirements for any task involving the management and transportation of hazardous wastes and/or contaminated materials to off-site treatment, storage and/or disposal facilities. This includes 40 Code of Federal Regulations (CFR) 260, 49 CFR 172, 173, 178, 179 and all other applicable federal, state, and local transportation regulations.

The Contractor is responsible for all disposal costs of hazardous wastes.

The Contractor shall perform all work in a manner that minimizes the pollution of air, water or land and develop contingency measures for cleanup of any spills that may occur during the performance of this contract. The Contractor is responsible for performing remediation derived waste (RDW) and investigation derived waste (IDW) characterization, management, and disposal in support of the environmental restoration project in this contract. Waste management activities including identification, hazardous waste determination, characterization, segregation and storage, labeling and marking,

preparation of transportation documents, and record keeping shall be in accordance with USEPA and Department of Transportation (DOT) regulations, state hazardous waste regulations, if applicable, and the Installation RCRA permit, if applicable. All RDW and IDW generated by the DERP are subject to the Off-Site Rule (40 CFR 300.440). Wastes may be placed in facilities compliant with RCRA or other applicable federal or state requirements. The Contractor is responsible for disposal costs of all RDW/IDW.

All waste media from areas with identified PFOS/PFOA contamination shall be segregated, stored, and disposed of in accordance with approved work plans and properly disposed of in accordance with the Government Guidance Memorandum Establishing Aqueous Film Forming Foam (AFFF)-Related Waste Management Implementation Guidance dated 5 September 2019. See Section 8.1.1 item p) for a list of sites with confirmed PFOS/PFOA contamination.

The Contractor shall write and implement waste management plans for government review and approval before initiating on-site restoration work. The plans shall document the process for making a hazardous waste determination for RDW and IDW in accordance with 40 CFR 262.1 as well as procedures for managing the waste and documenting disposal. For work involving generation and disposal of hazardous waste, the Contractor shall perform waste management that complies with all generator requirements in 40 CFR Part 262. These requirements include, but are not limited to, making hazardous waste determinations, determining generator category, obtaining USEPA ID numbers, notification of hazardous waste activity, use of the manifest system, complying with pre-transportation requirements, and maintaining records in accordance with 40 CFR 262.40 and 40 CFR 262.44. For Installations with existing hazard waste identification numbers, coordinate waste with Installation environmental staff. Note that the Installation is the waste generator and oversees and approves waste management activities. The Installation has signature authority as the generator on hazardous waste manifests prepared by the Contractor; however, Contractors may be required to sign waste characterization profiles, bills of lading for non-hazardous waste, and other DOT shipping papers.

USACE requires the Contractor to receive a Certificate of Disposal/Destruction/or Placement for all hazardous wastes, CERCLA remediation wastes, Formerly Utilized Sites Remedial Action Program (FUSRAP) wastes, asbestos, Polychlorinated Biphenyls (PCB), etc. from the ultimate disposal facility. The certificate must correlate to each shipment of waste to the facility. The Contractor shall submit the certificates to USACE for placement in the project/site file.

After IDW/RDW disposal is complete at the site, an IDW/RDW report addendum shall be prepared to describe the IDW/RDW activities at each site and included as an addendum to one of the final reports.

4.15 Regulatory Requirements

All activities and IDW/RDW documents required by this scope of work shall comply with and reflect the following regulations and appropriate guidance publications, at a minimum:

- DOT, Hazardous Material Regulations, 49 CFR Subchapters A, B, and C.
- USEPA, Hazardous Waste Regulations, 40 CFR Subchapter I.
- USACE EP 415-1-266, "Construction – Resident Engineer Management Guide (REMG) for Hazardous, Toxic, and Radioactive Waste (HTRW) Projects" (most current version).
- USEPA Regulations, 40 CFR Subchapter J – Superfund, Emergency Planning, and Community Right-To-Know Programs.
- USEPA Regulations, 40 CFR 300 – National Oil and Hazardous Substances Pollution Contingency Plan (NCP).
- CERCLA, 42 USC 9601-9675 et seq.
- RCRA 42 USC 6901-6999k et seq.
- USACE EP 200-1-2, "Environmental Quality-Process and Procedures for Shipping Hazardous Wastes and Other Hazardous Materials" (most current version)

- USACE, EM 385-1-1, Safety and Health Requirements
- USACE, ER 385-1-92, Safety and Occupational Health Requirements for Environmental Cleanup Projects
- USACE, EM 200-1-2, Environmental Quality Technical Project Planning Process
- OSHA, 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- Other applicable federal, state, and local solid waste requirements.

5.0 CHEMISTRY REQUIREMENTS

The Contractor shall be responsible for the quality of all required chemistry services performed. The Contractor shall ensure that all chemistry-related tasks are conducted in accordance with the project-specific Work Plan (WP). The Contractor shall identify a Program Chemist as key personnel in the project WP. The Program Chemist will act as a POC on all chemistry-related issues and shall be responsible for ensuring that all Data Quality Objectives (DQOs) are met.

5.1. Quality Assurance

The Contractor shall develop and implement an ORC-specific Quality Program, including applicable procedures required to support standard quality practices for document quality, field work, readiness reviews, lessons learned, root-cause analysis, and all other tasks related to overall ORC execution. The goal and purpose of the Quality Program is to ensure work under this ORC is of the highest quality to support technically sound decisions consistent with applicable Government and regulatory requirements, and to ensure all tasks include appropriate technical and safety authorization and controls. ORC-specific Quality Program documentation may be included as part of the PMP.

The Contractor shall develop project-specific DQOs to ensure all data, chemical and non-chemical, of adequate quality are collected to support project decisions. DQOs shall be developed in consensus with the restoration project team and in accordance with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP), USEPA QA/G4, Guidance on Systematic Planning Using the Data Quality Objective Process (most recent version), USACE EM 200-1-2 (Technical Project Planning Process), and documented in the project WP. The Contractor shall ensure that all requirements specified in the project WP are met. If not met, the Contractor may be required to re-accomplish sampling at the Contractor's expense.

All laboratory services shall be conducted in accordance with the approved project WP. Samples shall not be submitted for analysis until the Final WP is approved.

The Contractor shall administer a Government -approved performance evaluation sample program, verify and validate data, and perform corrective actions in accordance with the project WP. See attached Government guidance document, Ensuring Chemistry Data Quality – Government Performance Evaluation Program. Data validation shall be conducted on requirements presented in the WP, and performed by an independent, qualified, and experienced data validator in accordance with DoD General Data Validation Guidelines and any applicable Modules. 100 percent of the data shall be validated. The level of data validation shall be project specific, a minimum of Stage 2B, documented in the project-specific WP, and approved by the PM/COR. The data validation standard operating procedure shall be included in the WP. Significant deviations from project requirements discovered during data validation shall be communicated with the project chemist and PM/COR as part of the data validation process.

A data validation report shall be prepared and shall sufficiently document the data validation procedure and provide a clear understanding of the representativeness of the data. The results of the data validation shall be summarized in the associated technical report with supporting data validation reports included in an appendix. A data usability assessment of the validated data shall be performed. Data usability shall include all data, chemical and non-chemical, collected/generated to support the project POs. The results

of the data usability assessment shall be included in the technical report, and shall identify the limitations of the data, and the effect qualified results have on the decisions being made for the project.

5.2. Laboratory Selection

The Contractor shall select a laboratory with analytical capabilities sufficient for the methods specified in the WP and adequate throughput capacity to handle the project's analytical workload during all field activities. During analysis and reporting, the Contractor shall ensure that the selected laboratory is accredited under the DoD Environmental Laboratory Accreditation Program (ELAP), state, and federal requirements, including state certification where appropriate.

The Contractor may establish an on-site laboratory at the project site if determined necessary by the Contractor. However, on-site test laboratories shall also be accredited under the DoD ELAP and meet all state and federal requirements, including state certification where appropriate.

5.3. Analytical Data Management

The Contractor shall ensure that all hard copy and electronic data deliverables supplied by the laboratory are complete and adequate to support the quality and usability of the data. Raw data packages shall be submitted to the Government upon request. Data packages shall meet federal, and state standards and include all information required to re-create the analysis, including correspondence with the laboratory regarding Quality Assurance and Quality Control (QA/QC) exceedances and documentation of corrective actions.

5.4. Record Keeping

The Contractor shall create and maintain in one location written (in bound, numbered logbooks) and electronic records, e.g., laboratory data, survey data, photo-documentation, etc., sufficient to recreate each sampling, analytical, testing, and monitoring event, and shall make these records available to the Government upon request. The Contractor shall maintain records of, and derived from, all activities outlined in the appropriate portion of the Quality Program Plan (QPP) supporting the generation of these sampling and analysis records. The Contractor shall also retain written calculations using information obtained from sampling, analysis monitoring, and testing activities, to include all raw data. All information shall be provided to the Government upon request.

5.5 Perfluorooctane Sulfonate and Perfluorooctanoic Acid Sampling

Investigation-derived waste and remediation waste shall be characterized for PFOS/PFOA, as required.

6.0 PLANS AND REPORTS

6.1. Quality Program Plans

6.1.1 General

The QPP shall include the WP, the Health and Safety Plan (HSP) (as required by 29 Code of Federal Regulations (CFR) 1910.120), and the Construction Quality Plan (CQP), if required.

6.1.2 Work Plans

Prepare WPs to comply with DoD, Air Force, USACE, USEPA (epa.gov/quality), state, and local regulations and guidance. Basewide QPP and site-specific WPs that require sampling and analysis shall be prepared in accordance with the UFP-QAPP using optimized UFP-QAPP worksheets. WPs shall be specified as separate payment milestones under the site specific Sub-CLIN(s), as appropriate.

6.1.3 Health and Safety Plan

The Contractor shall prepare a HSP to comply with USACE, Occupational Safety and Health Administration (OSHA), USEPA, federal, state, and local health and safety regulations and guidance, including EM 385-1-1 and ER 385-1-92. In accordance with EM 385-1-1, the HSP will consist of a Site-Specific Safety and Health Plan (SSHP) and Accident Prevention Plan (APP). Utilize to the fullest extent

possible any existing related HSP, tailored specifically to the current effort. The Contractor shall maintain written certification that the approved HSP has been reviewed with all personnel that work at the project site prior to their mobilization. The Contractor and all Subcontractors are required to comply with the approved HSP (including SSHP and APP). The Government can shut down operations due to non-compliance or occurrence of a safety incident without cost to the Government until safety issues are resolved.

6.1.4 Construction Quality Plan

The Contractor shall provide a CQP to comply with USACE, OSHA, USEPA, federal, state, and local quality regulations, if needed per the PM/COR.

6.2 Technical Plans and Reports

The Contractor shall provide reports and various other deliverables in accordance with the most appropriate industry standard, per the PM/COR, or where applicable, any federal or state guidelines.

Government and regulatory approved technical plans and reports are required to demonstrate that POs and milestones are being met and that payment is appropriate.

Most documents must be submitted for initial USACE review followed by submittal to one or more regulatory agencies. The Contractor shall ascertain the number of copies and format required for delivery to all relevant parties. Regulatory Agency review times will be based on the agency reviewing the document, a FFA if applicable, complexity of the deliverable, and work load of the technical review team, including regulatory partners. The Government is unable to commit to review times for another agency. The Contractor shall be responsible for coordination of document review schedule with all stakeholders. However, historical Regulatory review times have averaged from 30 days for low complexity documents and 60 days for higher complexity documents. Please be advised that workload for those averages may not mirror workload under an ORC accelerated environment. Therefore, Contractors should review available information and form their own independent conclusions as to the time necessary, as well as risks and appropriate mitigation and contingency measures, to achieve the PO within the PP with their approach. Legally binding documents such as reports, correspondence, No Further Action (NFA) documents, regulatory closure documents, RODs, or other DDs shall be signed by the Government and not the Contractor.

The Contractor shall submit all plans, reports, and other documents in, Draft, Draft Final, and/or Final versions as appropriate for that specific document. Not all documents will require submittal of all versions. Changes to the submittal requirements must be approved by the PM/COR. The Contractor shall provide versions of the following documents to the following reviewer groups:

- USACE documents: electronic copies of all Draft and Draft Final documents; one CD of all Final documents except Chemical of Potential Concern Document which will require one hardcopy of the Final.
- Government Program Management Office (PMO) POC: one CD of Draft, Draft Final, and Final documents.
- USACE Program Manager: one hardcopy, one CD, and, email PDF of Drafts, Draft Final, and Final documents. Hardcopy bound in D-three ring binders.

The following are the USACE estimated review times. Complex documents, Permit modifications, and Decision Documents may require additional time.

| Reviewer | Document Review (for each version) | Response to Comments Review |
|---|---|------------------------------------|
| USACE Review | 30 Days | 21 Days |
| USACE, and Legal Review | 60 Days | 21 Days |
| Coordination / Signature – Installation | 120 Days | |

The Contractor shall upload all documents to the document repository. The documents required for this contract shall be proposed by the Contractor and will be included in the Contractor's PMP, IMS, and MPS.

7.0 SITE WORK

The Contractor shall perform site preparation, site characterization and field investigation, conservation, demolition, and site restoration as required to achieve the POs of this contract.

7.1 Conservation

Activities shall be planned and implemented in a manner that protects existing site utilities, structures, surface features, service operations, monitoring and other types of wells, and the general site environment. This includes the protection of prehistoric and/or historic sites identified in the Installation Integrated Cultural Resources Management Plan; endangered/threatened wildlife species and their potential habitats; exemplary natural areas as defined in the Installation Integrated Natural Resources Management Plan; and trees, shrubs and other vegetation not in the affected zone from dust damage, soil compaction, and physical contact with machines and equipment. Work activities shall be coordinated with USACE PM/COR, and Installation POCs (Cultural Resources POCs, the Natural Resources POCs, and Installation Operating Support POCs) to ensure compliance with these requirements. If appropriate, the Contractor shall conserve uncontaminated topsoil by removal, storage, or redistribution. All reasonable measures shall be taken to minimize and suppress fugitive emissions of dust, vapors, and other site materials during site work. All fill materials shall be non-contaminated and free of invasive species with the proper documentation to demonstrate as such. The Contractor shall conduct all operations and activities with the intent of reducing the amount of pollution generated. Specific areas to be focused on are generation of solid waste, use of hazardous materials, use of ozone depleting chemicals, generation of hazardous waste, and use of energy and water. During site work the Contractor shall plan, construct, operate, maintain, optimize, and decommission systems necessary to control storm water run-on and run-off; and transport surface water drainage to a treatment plant, discharge location, or any other appropriate destination.

7.2 Site Restoration

The Contractor shall decontaminate equipment and facilities, decommission facilities as necessary, and fully restore the site(s) as close as possible to pre-construction conditions prior to demobilizing from the site(s). The Contractor shall remove any temporary facilities and implement erosion control measures such as seeding, mulch, sodding, and erosion control fabrics; restore roads, structures and utilities; and plant trees, shrubbery, grasses and other vegetation, in accordance with installation requirements. Forested areas shall be reforested. The Contractor shall document and report on activities and train Government personnel to perform required maintenance, as requested. The Government will review the site restoration documentation and site conditions, and will accept the restored site if conditions warrant. Site restoration involving plantings, erosion control, etc. shall be completed by the Contractor until vegetation is established, erosion controls are proven effective, etc.

7.3 Site Characterization and Field Investigation

The Contractor shall perform field investigation and sampling/analysis that characterizes environmental conditions, in accordance with approved DQOs, as required to achieve the POs of the site. The Contractor shall identify specific site characterization activities proposed to achieve the POs.

7.4 Site Preparation

The Contractor shall perform site work as necessary to prepare sites for field activities. Security and access controls shall be implemented to prevent unauthorized entry to sites and to protect wildlife from site exposure. The Contractor shall survey existing utilities to determine adequacy and need for modifications to support site activities. The Contractor shall obtain appropriate approvals and shall construct connections or new systems for electrical power, water, sewer, gas distribution, telephone, and other utilities, as required, to achieve the POs of this contract. Additionally, the provision and cost of utility metering devices associated with implementation of existing and proposed remedies, including installation of individual meters for necessary utilities, is the responsibility of the Contractor. The Contractor shall meter all utilities consumption on a monthly basis. The Contractor shall not be responsible for the associated cost of utilities.

7.5 Demolition

Any demolition activities shall be ancillary to other requirements. The Contractor shall demolish facilities, systems, and other improvements as required in this contract in accordance with applicable federal, state and local laws and regulations, and Installation-specific requirements. The Contractor shall conduct demolition efforts in conjunction with such activities as new environmental remedial system construction and site clearing if required to achieve the POs of this contract. The Contractor shall perform surveys as part of demolition efforts and is responsible for providing GIS information to USACE and Installation Civil Engineering.

8.0 ENVIRONMENTAL REQUIREMENTS

The Contractor shall perform a full range of activities to achieve the POs of this contract. Requirements may include, but are not limited to, completion of conceptual design(s), construction, implementation, demolition, and emergency response as related to environmental engineering and construction tasks.

The Contractor shall execute environmental restoration projects in accordance with approved DQOs and applicable federal, state and local laws and regulations. The Contractor shall evaluate, complete, and modify designs as necessary, and plan, install, construct, test, and decommission any site as required to achieve the POs of this contract. The Contractor shall document all activities as stated herein.

The Contractor may modify the site-specific approach for attaining POs, as needed, based on site condition, regulatory changes, etc. All modifications to the site-specific PO attainment approach shall be maintained current in the PMP, IMS, and MPS.

The Contractor shall perform support such as designing, planning, programming, scoping, studying, investigating, evaluating, and consulting on environmental engineering and construction efforts. The Contractor shall also provide training to Government and other Contractor personnel regarding the O&M of equipment, systems, and facilities during equipment shakedown periods. The Contractor shall perform O&M of equipment, systems, and facilities prior to acceptance by the Government.

The Contractor shall implement Environmental Management System (EMS) principles in accordance with Contractor requirements of AFI 32-7001 (*Environmental Management*), to include Green and Sustainable Remediation (GSR) techniques, to the extent practicable while ensuring protection of human health and the environment. EMS and GSR are defined in Enclosure 1. An EMS follows the “Plan-Do-Check-Act” cycle and considers the environmental impact of investigative and remedial activities during the remedy selection process as well as operation and maintenance of the remediation activity. The Contractor shall

incorporate an EMS approach into all environmental restoration projects, evaluating activities and selecting a remedy, product, and/or service that minimizes the environmental impact from the remedy, yet provides the maximum environmental benefit to the cleanup over the entire life of the remedial project. The Contractor shall mitigate, minimize, or otherwise manage the potential environmental impacts from all remediation activities. Contractors working on Government Installations must complete an initial EMS awareness-level training and integrate EMS training with other required Contractor orientation and training.

8.1 Optimized Remediation Contract (ORC)

The Contractor shall perform all activities necessary to meet all ORC requirements, in accordance with DoD/FAR Performance Based Acquisition requirements. ORC requirements include the full range of investigation, cleanup, optimization, and LTM activities required by the Environmental Restoration process. The Contractor shall develop and update a CSM and an Exit Strategy (as described in Sections 8.1.3 and 8.1.4). The goals are to assess and optimize remedy performance and monitoring, to demonstrate remedy progress in accordance with approved performance models, and to take the site to its best long-term use or to closure, as most advantageous to the Government.

This contract involves a performance based approach, where the contracted work is performed with a focus on results. Results are the achievement of POs by designated PPs, specified in Table 1. This ORC enables the Contractor to select actions best suited to the site requirements, ensures that best management practices and best available technologies are employed, and focuses on continual improvement by applying an EMS approach.

8.1.1 General Assumptions

- a. There are no wetlands, endangered species, archeological or other similar issues that need to be addressed.
- b. Previous investigations had adequately characterized the site and delineated soil and groundwater contamination both horizontally and vertically, as described above.
- c. No underground or overhead utilities are present within the site boundary.
- d. There will be no weather delays.
- e. The draft RI/FS was completed several years ago but was not finalized. Additional investigation is required to address data gaps and to prepare a final RI/FS for regulatory and Government approval.
- f. No large trees exist on the site and site access roads are existing and available to the site location. The installation armament museum is located across the street from the site.
- g. All utility connections that may be required for this sample project are available to the site. Tie in and usage fees are typical to industry standards.
- h. The commander of the base, BG, William L. Woodall III, considers the training facility a priority and is anxious for expedited remediation, and as is the case on all Corps jobs, Safety is paramount.
- i. The project has been approved and validated, and funding is available.
- j. All document reviews and approvals will follow the timeframes presented in this document.
- k. The Contractor shall achieve SC no later than the second quarter of contract year five to allow sufficient time for project closeout and final invoicing. In addition to regulatory and Government approval of the final report, site restoration and acceptance by the Government is required to achieve SC.

8.1.2 The Sample Conceptual Site Model Guidance

For all sites, the Contractor shall prepare or update site CSMs following DQOs and UFP-QAPP worksheet #10. The CSM is a comprehensive written and graphical description of all available information about site conditions that could influence remedy design, selection, or performance. Thus, the CSM forms the basis of the understanding of the site and is the foundation for defining Remedial Action Objectives (RAOs) and for developing and implementing a remediation strategy. A CSM incorporates several elements, including the following:

- Three-dimensional representation of:
 - Nature and extent of contaminant (including source types and affected media);
 - Site geology;
 - Site hydrogeology;
 - Biological and geochemical conditions;
 - Monitoring points;
- Contaminant fate and transport in the environment;
- Risks, receptors and potential receptors (under current and reasonably expected future exposure scenarios);
- Past remedial actions and locations of remedial components and monitoring points;
- Historical, current, and expected future land uses; and
- Other factors relevant to the understanding of contamination at the site.¹

The Contractor shall develop initial or updated CSMs for all sites listed in Table 1 of this PWS. An appropriately detailed CSM is required beginning with the remedial investigation phase for all restoration program sites and must be maintained until the end of the project life.

A CSM must be updated as new data and site knowledge are acquired. This is crucial for assessing and optimizing remedy performance, and monitoring programs.² Additional detail is included in but not limited to the following references: USEPA Groundwater Road Map (OSWER Directive No. 9283.1-34, 2011) and Environmental Cleanup Best Management Practices: Effective Use of the Project Life Cycle Conceptual Site Model (EPA 542-F-11-011, 2011), ITRC guidance (ITRC, 2004 and 2006) and ASTM International (formerly known as American Society for Testing and Materials) standard designations E1689 (2014) and D5979 (2014).

8.2 Environmental Construction

The Contractor shall perform construction, restoration, and demolition of utilities, real property systems, and infrastructure in support of environmental restoration requirements as required to achieve the POs of this contract. Construction and demolition activities shall be in conformance with applicable USACE, and other federal, state, and local standards and regulations to include Installation-specific regulations. The Contractor shall erect or install support buildings, equipment enclosures, and storage facilities for construction materials and contaminated material awaiting disposal as permitted by the Installation.

8.3 Design

A conceptual design (typically 10–30% design) for environmental projects may be provided to the Contractor for completion of the design and then construction. This work may be provided in phases. The Contractor is accountable for all aspects of the final design under federal, state, and applicable local laws. All completed designs shall be signed and sealed in accordance with all applicable requirements. The Contractor shall complete project working drawings and the various plans and schedules, including a construction schedule, and obtain submittal approvals and permits. Working drawings and specifications

¹ ITRC. (2004). *Remediation Process Optimization: Identifying Opportunities for Enhanced and More Efficient Site Remediation*.

² ITRC. (2006). *Exit Strategy—Seeing the Forest Beyond the Trees*.

shall comply with codes, laws, and the request for proposal requirements. The working drawings shall be submitted for Government review. The Contractor shall assist with coordinating regulatory reviews and respond to regulatory comments, shall ensure technical adequacy of the final design, and shall provide quality control of all phases of the contract.

8.4 Inspection

Upon completion of the final construction, site restoration, etc., the Contractor shall conduct a pre-final walk through inspection and publish the pre-final inspection findings in a pre-final inspection report. The Government will review inspection reports and accept the Contractors work, as appropriate.

The Contractor shall conduct a final inspection and publish the findings in a final inspection report. The inspection shall concentrate on the items identified at the pre-final inspection and recorded in the pre-final report. The final inspection report shall (1) certify that all items of the design have been implemented and that the construction is complete; (2) include a record of “signed and sealed” as-built drawings and specifications verifying that all development standards have been met. At the final inspection, the Contractor shall present a completed DD Form 1354, Transfer and Acceptance of Real Property to the Base Civil Engineer (BCE) or other appropriate organization for signature and acceptance.

8.5 Delivery and Warranty

The Contractor shall complete all inspection and commissioning requirements prior to final inspection. The warranty shall be issued in accordance with FAR 52.246-21. Extended warranties offered by the Contractor and its Subcontractors or suppliers may be accepted at the Government’s discretion. The Contractor shall review installed equipment and prepare a repository of equipment/systems with information such as scheduled maintenance, compatibility with existing systems, vendor sources, and warranty expiration dates for all systems installed at sites that will not achieve site closure by the end of the POP. The Contractor shall also provide system O&M manuals and parts lists to the Government. Tasks including site restoration involving vegetation plantings, remedial construction, erosion controls shall be the guaranteed by the Contractor until the final work product is proven effective, e.g., surviving vegetation plantings.

8.6 Environmental Resources Program Information Management System

The Contractor shall comply with the Environmental Resources Program Information Management System (ERPIMS) data requirements for all field-derived data/information supported by ERPIMS data structure including, but not limited to, sampling data, remediation system identification data, remediation technology performance data, relevant QA/QC data, lithology, groundwater, monitoring well location, well construction, well maintenance, and/or abandonment information. After receipt of the contract, the Contractor shall submit an ERPIMS Data Submission Schedule within 30 days of award to establish the projected framework for ERPIMS data submissions. The Contractor shall record and enter field and laboratory data and submit this data as specified in the latest ERPIMS Data Loading Handbook (DLH) using the latest version of the ERPIMS software utility (ERPTools). ERPIMS data submissions are required within 90 days of sample collection unless a written waiver or extension is obtained from the KO in coordination with Government Environmental Restoration Branch Chief. The Government website (address provided under separate cover) offers the latest DLH, ERPTools client software, ERPIMS policy, ERPIMS Help Desk contact info, data submission requirements, ERPTools training schedules, and more. Data submissions shall be error-free, pass all validation checks and fully comply with the ERPIMS DLH. The Contractor shall ensure that any required corrections are accomplished within both the contract POP and before funding expiration. The preferred procedure is for laboratories to use ERPTools to input/submit chemistry data for initial validation, import, and submission by the Prime Contractor. ERPTools training is available to prime and laboratory Contractors. All ORC milestones that include analytical sampling shall include successful ERPIMS loading of all relevant ERPIMS data elements into the production database as a minimum acceptance criterion.

8.7 Innovative and Proven Technologies

The Contractor shall, to the extent reasonably practical, plan, design, construct, operate, monitor, and decommission innovative environmental remediation, monitoring, and other technologies as required to achieve the POs of this contract. The Government seeks technologies and methodologies that are innovative, sustainable, and cost-effective that will lead to accelerated closure of environmental sites.

8.8 Operations and Maintenance

The Contractor shall perform RA-O/O&M requirements following DQOs in accordance with Section 5.1. The Contractor shall be responsible for the operation, maintenance, repair, replacement, installation of new wells, monitoring, optimization, and evaluation of in-place and proposed environmental systems and well network throughout their active life. This shall include all materials required to replace any exhaustible process materials required to operate and maintain the individual processes specified in the system O&M manuals and equipment manufacturer specifications. The Contractor shall provide system O&M manuals and parts list to the Government within 90 days of system installation or modification. The Contractor shall provide an O&M manual within 180 days for systems that do not have an O&M manual or the existing manual is deficient. The Contractor shall be responsible for training maintenance personnel in system operations. The Contractor shall ensure that the operation of the environmental system is optimal and effective at achieving system goals.

The Contractor shall review installed equipment and prepare databases of equipment/systems with information such as scheduled maintenance, compatibility with existing systems, vendor sources, and warranty expiration dates for all systems installed at sites that will not achieve SC by the end of the POP.

8.9 Ordnance Removal and Support

Not Applicable

8.10 Response Actions

The Contractor shall implement remedial actions and other cleanup or response actions as required to achieve the POs of this contract following DQOs in accordance with Section 5.1.

8.11 Requirements

The Contractor shall obtain concurrence for remedial actions with appropriate agencies in coordination with the USACE PM/COR, and Installation POC(s). In support of the remedy, the Contractor shall be required to do some or all of the following:

- Conduct all remediation activities within context of the Installation Environmental Policy, as contractually required by the Installation EMS, incorporating the significant aspects identified by the Installation as applicable to remediation activity(ies)
- Incorporate GSR into the approach as practicable (see Section 8.0).
- Determine and/or confirm natural and anthropogenic background levels of COC.
- Determine contaminant fate and transport, and hydrogeological properties.
- Perform groundwater modeling, and perform any other modeling or technical analysis in support of multi-media requirements.
- Analyze, refurbish, and convert existing groundwater monitoring wells for use as appropriate.
- Perform field investigations, risk assessments, and risk mitigation.
- Maintain a monitoring network representative of the extent of contamination and applicable remedies using appropriate parameters.
- Update and document CSMs and Exit Strategies as new information is obtained.
- Report on activities, modify designs and specification plans, and provide documentation.
- Conduct tests to evaluate the effectiveness of the technologies utilized and maintain optimum system performance using specified decision logic.

- Develop O&M manuals for new and modified systems and components.
- Comply with applicable regulatory requirements for conducting confirmation sampling for demonstrating remedy performance prior to SC.
- Abandon/decommission wells/systems using inspection records, abandonment logs, and a narrative report in accordance with Government and relevant regulatory requirements.

8.12 Radiological and Hazardous Waste Removal and Support

The Contractor shall destroy, recycle, and dispose of hazardous wastes and materials and provide all hazardous materials use and hazardous waste disposal documentation to USACE PM/COR, and Installation POC(s) or designated alternate. A Government representative will sign all hazardous and non-hazardous waste manifests. The Contractor shall perform associated investigative work as required.

8.13 Study Effort Incidental to Remedy or Corrective Action

The Contractor may engage in supplemental study work in pursuit of a remedy or corrective action. This may include, but is not limited to: (1) performing bench-scale and pilot-scale studies of remediation technology, and (2) drafting new decision documents (e.g., ROD Amendment, ESD, RCRA Permit modification).

8.14 Five-Year Review Support

In accordance with Government policy, the Contractor shall support (e.g., supplying documents to independent reviewers and participation in meetings/interviews) Five-Year Reviews of all remedial actions, including non-CERCLA cleanup actions using the USEPA guidance document Comprehensive Five-Year Review Guidance, OSWER No 9355.7-03B-P, June 2001, and supplemental guidance e.g., USEPA OLEM 9200.0-89. The Contractor shall also be responsible for implementing findings/recommendations/deficiencies in a Five-Year Review identified in the GFI, for any site identified in Table 1.

8.15 Quality Assurance Surveillance Plan (QASP)

The USACE will utilize the QASP to define the procedures and guidelines to evaluate the technical and quality performance of the Contractor in accordance with this PWS. The QASP is a living document and the USACE may review and revise it on a regular basis. The USACE will notify the Contractor of changes to the ORC QASP. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions will be provided to the Contractor. The QASP ensures that the work, to include that of Subcontractors and suppliers, complies with the regulatory and contractual requirements, and documents that all the various activities required to achieve completion of CLINs/Sub-CLINs and that contract requirements not associated directly with a CLIN/Sub-CLIN are being accomplished, tracked, and surveilled.

9.0 POINTS OF CONTACT

POCs will be specified upon contract award.

10.0 CONTRACTOR MANPOWER REPORTING REQUIREMENTS

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Government via a secure data collection site. The Contractor is required to completely fill in all required data fields at www.sam.gov.

Reporting inputs will be for labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year. Contractors may direct questions to the Contractor Manpower Reporting Application (CMRA) help desk.

Uses and Safeguarding of Information: Information from the secure website is considered to be proprietary in nature when the contract number and Contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the Contractor name and contract number associated with the data. The Contractor shall include documentation to demonstrate compliance with all manpower reporting requirements in the CPSMRs.

User Manuals: Data for Government service requirements must be input at the DoD CMRA link. However, user manuals for Government personnel and Contractors are available at:
www.sam.gov.

Attachment A
SAMPLE PROJECT - CLIN/SubCLIN Structure and Price Schedule

| CLIN/Sub-CLIN Number | Task/Installation | Site | CLIN/Sub-CLIN Description | Estimated Timing of Award (Pending availability of funding and bona fide need) | CLIN/SubCLIN Pricing (In Whole Dollars) |
|----------------------|---------------------|--------------|--|--|---|
| 0001 | N/A | N/A | Complete Project Management Plan (PMP) | | |
| 0001AA | N/A | N/A | Complete PMP | Yr. 1 | |
| 0001AB | N/A | N/A | Update PMP | Yr. 3 | |
| 0002 | N/A | N/A | Complete Quality Assurance Surveillance Plan (QASP) | | |
| 0002AA | N/A | N/A | Complete QASP | Yr. 1 | |
| 0002AB | N/A | N/A | Update QASP | Yr. 3 | |
| 0003 | N/A | N/A | Develop Integrated Master Schedule (IMS)/Milestone Payment Schedule (MPS) and Update Monthly | | |
| 0003CA | N/A | N/A | Develop IMS/MPS and Update Monthly | Yr. 1 | |
| 0003CB | N/A | N/A | Update IMS/MPS Monthly - Year 2 | Yr. 2 | |
| 0003CC | N/A | N/A | Update IMS/MPS Monthly - Year 3 | Yr. 3 | |
| 0003CD | N/A | N/A | Update IMS/MPS Monthly - Year 4 | Yr. 4 | |
| 0003CE | N/A | N/A | Update IMS/MPS Monthly - Year 5 | Yr. 5 | |
| 0004 | Fort Mystery | OT007 | Achieve Site Closeout | | |
| 0004AA | Fort Mystery | OT007 | Achieve Remedial Investigation / Feasibility Study | Yr. 1 | |
| 0004AB | Fort Mystery | OT007 | Achieve Proposed Plan / Record of Decision | Yr. 2 | |
| 0004AC | Fort Mystery | OT007 | Achieve Site Closeout | Yr. 3 | |
| 0004CA | Fort Mystery | OT007 | Maintain Compliance with regulatory requirements and binding agreements - Year 1 | Est. Yr. 4, Upon Achievement of RIP | |
| 0004CB | Fort Mystery | OT007 | Maintain Compliance with regulatory requirements and binding agreements - Year 2 through achievement of SC | Est. Yr. 5, Upon Completion of 0004CA | |

SECTION L
PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

1.0 GENERAL REQUIREMENTS

1.1 This is a Federal Acquisition Regulation (FAR) Part 15 competitive Small Business (SB) and 8(a) Small Business Set-Aside solicitation for a Multiple Award Task Order Contract (MATOC) to provide Environmental Remediation Services (ERS) in support of the Army and Air Force Installation Restoration Programs (IRP). In particular, the resulting MATOC will support the Air Force Fiscal Year 21 (FY21) Optimized Remediation Contract (ORC) initiative at seven installations with the Mobile District Area of Responsibility (AOR). The MATOC pools will be used primarily at Cape Canaveral Air Force Station (AFS), Patrick Air Force Base (AFB), Homestead Air Reserve Base (ARB), Avon Park Air Force Range (AFR), MacDill AFB, Maxwell/Gunter AFB and Arnold AFB, but may be used anywhere in the Mobile District AOR. It is the intent of the Government to establish two (2) separate MATOC pools of contractors consisting of one (1) SB pool and one (1) 8(a) SB MATOC pool. Specific requirements will be offered to the most appropriate pool based on the nature of the work and capabilities of the firms to compete for firm fixed-price task orders. The Offerors selected for the MATOC pools will be required to furnish all plant, labor supervision, tools, materials equipment, design and other items necessary to perform the environmental remediation activities required.

1.2 The term of this contract is for ten (10) years from date of contract award. The total contract capacity is \$249 million over the life of the contracts. A target of seven (7) SB contracts will be awarded to share \$219 million in capacity and a target of five (5) 8(a) SB contracts will be awarded to share \$30M in capacity. Firms may compete for both pools; however, the Offeror is required to submit a proposal for each pool. In the event the 8(a) pool does not have at least (2) qualified offerors, the capacity will be instead shared in the SB MATOC pool with the target increasing to eight (8) contract awards. The guaranteed minimum payment is \$2,500 per contract. Firm Fixed-Price task orders will be issued against the contracts.

1.3 The scope of the sample project is as indicated in this solicitation. The Government reserves the right to reject any/all offerors.

2.0 WHO CAN SUBMIT

2.1 Any responsible, interested, self-certified SB or 8(a) SB contractors may submit a proposal.

2.2 Any design firm that participated in preparation of this solicitation, whether as a Government contractor or as a subcontractor to a Government contractor, is not eligible to participate in this solicitation as a prime contractor or a design subcontractor due to a conflict of interest. The Government considers such firms to have an unfair competitive advantage, and therefore will not consider such firms.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 Submit the electronic proposal package to the U.S. Army Corps of Engineers via DoD SAFE (<https://safe.apps.mil/>). Emailed submissions of proposals are not permitted and will not be accepted under any circumstances. DoD SAFE provides a time stamped notification to the Government when a file

is uploaded. The Government must receive your proposal via DoD SAFE no later than the time and date as specified SF33. DoD SAFE requires a unique "Request for Drop-Off" code in order to upload proposal files. Offerors must contact the POC, Jamie Wilhelm, at Jamie.A.Wilhelm@usace.army.mil to obtain unique "Request for Drop-Off" code. Once Offerors receive this code, they will be allowed to upload their bids from DAY PRIOR to proposal submission at 0900 hours CST up until the time and date as specified SF33. Offerors submitting separate proposal responses for more than one category, your Firm must upload all files at one time to DoD SAFE as the unique "Request for Drop-Off" code grants only a single use for upload(s). Any and all amendments to the solicitation shall be acknowledged by signing on each amendment noted on the SF33. To confirm proposal receipt, you may call the POC listed above.

3.2 All Offerors responding to this solicitation MUST identify on the front cover of their proposal the SB category for which they are submitting. Proposals not identifying which category they are submitting on the front cover will be considered SMALL BUSINESS for evaluation purposes. Separate proposal responses MUST be submitted for each category in which an Offeror wants consideration. Submit the proposals in two separate volumes, labeled with quantities as follows:

- Submit one (1) electronic copy of the entire proposal ("Volume I and II") in Portable Document File (PDF) format. Label the pdf "Volumes I and II".
- Submit one (1) electronic copy of Volume II in Portable Document File (PDF) format. Label the pdf "Volume II".
- Hard copies of Volumes I and II are not required to be submitted, and will not be accepted or evaluated. However, when formatting the PDF files the page size should be 8-1/2" x 11" for all pages except schedules and organizational charts, as applicable, which should be 11" x 17" (counts as one sheet toward page limitation).

3.3 To effectively and equitably evaluate proposals, the Source Selection Evaluation Board (SSEB) must receive information, in the order described below, that clearly describes an Offeror's capabilities to successfully execute the environmental remediation type work as required by this RFP. It is therefore an Offeror's responsibility to submit proposal information that is fully responsive to the submission requirements of this section. Offerors are responsible for organizing material sequentially under tabs and numbered pages as set out below to facilitate evaluation. Materials that are not properly organized may easily be overlooked during evaluations, possibly affecting an Offeror's rating. Offers should be concise, addressing only the information outlined in this section.

4.0 SPECIFIC PROPOSAL SUBMISSION INSTRUCTIONS

4.1 There are two separate volumes required in response to this solicitation. Volume I includes three (3) non-priced evaluation factors. Volume II includes administrative requirements and proposed pricing.

EVALUATION FACTORS AND ORDER OF RELATIVE IMPORTANCE

| Volume | Factor - Description | Relative Importance |
|---------------|---|--|
| Vol I - Tab A | Factor 1 - Technical Approach for the Sample Project | 1 st in relative importance |
| Vol I - Tab B | Factor 2 - Past Performance Information of the Prime Contractor | 2 nd in relative importance; less important than Factor 1 |

| | | |
|------------------|---|--|
| Vol I - Tab C | Factor 3 - Overall Management Approach | 3 rd in relative importance, less important than Factor 2 |
| Vol II | Administrative Requirements (Including Price) | Not Rated. Price evaluated through Price Analysis. |

All evaluation factors other than cost are price, when combined, are significantly more important than cost or price.

4.2 Volume I - Tab A, Factor 1 - Technical Approach for the Sample Project. The offeror must submit a narrative to explain its capabilities to execute the Sample Project. The response to Factor 1 shall be limited to twenty (20) pages. Address each of the following items, in a narrative format:

(a) Sample Project Approach - Provide a narrative of the project requirements and the plan for accomplishing those requirements. The narrative shall include consideration of performance risks and use of sustainable practice. The approach shall address specific planning steps and documents to be prepared, permits and approvals to be obtained, fieldwork to be accomplished, laboratory analysis to be performed, and reports to be prepared. The approach shall discuss the use and management of key subcontractors to include laboratories, subsurface exploration firms etc. The narrative shall also provide a risk register that identifies potential risks to obtaining performance objectives and what steps will be taken to mitigate those risks. The approach shall also describe the contingency plan with risk analysis for obtaining project objectives if the execution of the initial plan does not meet project objectives.

(b) Sample Project Preliminary Schedule - Provide a preliminary schedule to demonstrate an understanding of the sample project. As a minimum, include key tasks with durations for such activities as site investigation(s), permitting, project site phasing, submittals, including the number of days for government reviews. Clearly indicate the major milestones for major work features. Ensure the project duration meets the solicitation requirements in calendar days starting from the Government's notice to proceed (NTP) to Closeout Documents approval. The preliminary project schedule shall state the scheduling software including version to be used that is compatible with the QCS software.

4.3 Volume I - Tab B, Factor 2 - Past Performance Information of the Prime Contractor. The Past Performance of the Offeror consists of (a) Relevant Company Effort and (b) Quality of Past Performance. The Government will review recent, relevant company efforts and quality information provided by the owners of those efforts to assess the Offeror's past experience and probability of successfully performing the work described in this solicitation. A recent, relevant project is a project:

(a) Performed under a contract or task order, as those terms are defined in FAR 2.101, for Federal projects, or similar contractual agreements for State or Local Governments, or the commercial or private sector. (Multiple projects under a single contract or task order are considered one project. However, do not combine multiple projects under separate contracts or task orders to create a single project.);

(b) That is "recent"; one that has been completed within six (6) years of the solicitation issue date, or one where the project is at least 50% complete (measured by performance period days) as of the solicitation issue date. (Offerors are responsible for providing start and completion dates for

each completed project, or the start and scheduled completion dates for projects currently underway.);

(c) That is "relevant"; one that is similar in scope (type, size, complexity and dollar value) to the project described in this solicitation. In terms of dollar value, a relevant project is one ranging from \$500K to \$2M; however, projects outside of this dollar range may be considered when similar in scope and complexity. For a project to be assessed any degree of "relevancy" it must reflect performance of type of work similar to the ERS type work being procured by this solicitation and as indicated below.

The MATOC will be used to support environmental remediation activities such as long-term monitoring, site assessment, surface water and air sampling, vapor intrusion studies, remedial design, interim measures and source removal actions, soil and groundwater remediation, investigations, risk assessments, corrective measures studies, feasibility studies, remedy selection, public involvement, response complete and site closure. Tasks executed within this MATOC shall be conducted in accordance with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), Defense Environmental Restoration Program (DERP), National Environmental Protection Act (NEPA), and other Federal, State, and Local regulations as required to investigate and remediate Hazardous, Toxic, and Radioactive Waste (HTRW) and emerging contaminants.

4.3.1 (a) Relevant Company Effort: The Offeror shall provide no more than five (5) examples of recent, relevant projects performed as the prime contractor that demonstrate the company's ability to perform work similar to that required by this solicitation. For each project, the Offeror shall furnish the information specified below. Attachment 2, at the end of this section, may be used to present the information. The project shown does not have to be a task order under an IDIQ contract, but where it is, clearly indicate so. If more than five projects are submitted for evaluation, only the first five (5) projects will be evaluated. The Relevant Company Effort portion of Factor 2 shall not exceed ten pages.

- (1) Company Name
- (2) Name of Project
- (3) Location of Project
- (4) Project Owner
- (5) General Scope of Project (Include type DB, DBB, Other)
- (6) Your Role and Type Work Your Company Self Performed onsite other than Management Services
- (7) Cost of the single project
- (8) Extent and Type of Work Subcontracted Out
- (9) Contract Period - Start and Completion/Scheduled Completion Dates (Provide Month/Year)
- (10) Termination or Liquidated Damages Information; Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions

(b) Quality of Past Performance.

(1) The Offeror shall submit evidence of the quality of their past performance for each project. For Federal Government projects, the Offeror shall provide a completed contractor performance evaluation, whether interim or final, found in the Contractor Performance Assessment Reporting System

(www.cpars.gov/). If a proper evaluation does not exist in CPARS, because it has not been completed or the project is a non-Federal Government project, the Offeror shall provide a completed Past Performance Questionnaire (PPQ) (See Attachment 3). If, at time of evaluation, a final contractor performance evaluation exists in CPARS, and yet the Offeror submits a PPQ, only the evaluation in CPARS will be considered.

(2) Past performance surveys/assessment/evaluation forms other than CPARS or PPQs are unacceptable and will not be considered or evaluated.

(3) Completed PPQs that were submitted in response to previous solicitations may be used in this source selection. However, Offerors shall not incorporate such PPQs by reference and thus must resubmit the PPQ with their proposal. This does not, however, preclude the Government from utilizing previously submitted PPQ information in the Past Performance evaluation. While the Government may elect to consider data from other sources, the burden of providing current, detailed and complete past performance information rests with the Offeror.

(4) If an Offeror has been required to take corrective action for any substandard performance or experienced other performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc., the Offeror should explain the circumstances and the corrective actions taken.

(5) If an Offeror's client/customer will only provide completed PPQs directly to the U.S. Army Corps of Engineers, Mobile District, Offerors must ensure the client/customer submits the PPQ by the proposal due date to the POC, Jamie Wilhelm, at Jamie.A.Wilhelm@usace.army.mil. The subject line of the email shall list the Solicitation number. The solicitation number shall be included on the PPQ form. PPQs received after the proposal due date will be considered untimely and will not be considered during the evaluation.

4.3.2 Joint Venture Submission Requirements.

4.3.2.1 Like other Offerors, a JV Offeror shall provide no more than five (5) examples of recent, relevant projects performed by the JV that reflect the JV's ability to perform the work required in this solicitation.

4.3.2.2 If the JV Offeror does not have five (5) projects performed as a JV, the Offeror may supplement those projects it performed as a JV with recent, relevant projects performed by either member of the JV in their individual capacity. JV Offerors are not required to submit projects of both partners but more consideration may be given to those that do. Regardless, the total number of projects submitted by the JV shall be no more than five (5).

4.3.2.3 If the JV Offeror has not previously performed as a JV, either member of the JV may submit recent, relevant projects performed in their individual capacities. JV Offerors are not required to submit projects of both partners but more consideration may be given to those that do. Regardless, the total number of projects submitted by the JV shall be no more than five (5).

4.3.3 All Business Entities: To satisfy Paragraph 4.3.1 subparagraphs (a) and (b), only information pertaining to the corporate entity listed on the SF33 will be considered in the evaluation. Information related to a parent company, affiliates, divisions, subsidiaries, other related entities, subcontractors, or the individual experience of key personnel will not be considered.

4.3.4 Verification: The Government reserves the right to verify the information on projects submitted for evaluation, and to review CPARS, or other Government project appraisal systems, for information on other projects performed by the Offeror whether submitted as part of a proposal or not. The Government also reserves the right to contact project clients/customer, or other references. For any adverse performance information found for which the Offeror has not had an opportunity to address, the Offeror will be afforded an opportunity to explain.

4.4 Volume I - Tab C, Factor 3 - Overall Management Approach. In Factor 3, the Offeror must submit an overall management narrative to explain their company's management strategies to execute this contract. The response to Factor 3 shall be limited to fifteen (15) pages. Address each of the following items in the narrative:

(a) Describe the home office organizational structure, allocation of responsibilities, and show the lines of authority to support the execution of contract. At a minimum, discuss key management positions and departments, project team composition to include subcontractors, etc. Include an organizational chart and ensure the information fully supports the narrative.

(b) Describe the Offeror's quality control (QC) plan. At a minimum, the narrative shall provide a detailed description of the Offeror's QC organization specific to environmental remediation services, a description of the QC Manager's responsibilities, deficient performance tracking, corrective action procedures, and reporting procedures.

4.5 Volume II - Administrative Requirements (Including Price). Prior to making an award, the Contracting Officer must determine that any Offeror is responsible both financially and technically and has the capability to properly manage the contract during performance and complete the work on time.

4.5.1 The Offeror is to submit the following information: (1) Standard Form 33, proposal data sheet (attachment 1), and acknowledgement of all amendments (2) proposal bid schedules, (3) representations and certification, and (4) most recent Financial Statement. In Volume II, Offerors shall also submit the required pre-award information, which includes but is not limited to:

(a) A list of present commitments, including the dollar value thereof. Include names and telephone numbers of personnel within the organization who are familiar with company's performance. For a newly formed Joint Venture (JV), each JV partner must submit a list of present commitments.

(b) The bid on this solicitation exceeds \$1,000,000.00; therefore, the Offeror shall also submit a certified statement listing: (1) each contract awarded to the Offeror within the preceding three month period exceeding \$1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded to the Offeror within the preceding three year period not already physically completed and exceeding \$5,000,000.00 in value with a brief description of the contract.

(c) Organizational Conflicts of Interest (OCI) Disclosure: The Offeror shall provide a disclosure statement with its proposal that concisely describes all the relevant facts concerning any past or present OCIs relating to this solicitation. If applicable, in the same statement, the Offeror shall provide information to assure the government that the conflicts of interest

have been mitigated and/or neutralized to the maximum extent possible. If a conflict of interest is discovered after award of this contract, the Contracting Officer will make a decision on whether or not to terminate the contract. If no conflicts of interest exist, the Offeror shall provide a statement stating no Conflicts of Interest exist.

(d) Pricing (proposal bid schedule). The Offeror shall submit pricing in pdf format. The Offeror shall also submit the "CESAM ERS MATOC 10 Year Ordering Period Labor Rate Schedule" and the Sample Project "Attachment A CLIN/SubCLIN Structure and Price Schedule" using Microsoft Excel format provided by this solicitation.

(e) Representations and Certifications as required by Section 00 45 00.

(f) Financial Statement.

(1) Submit a copy of your most recent financial statements. The statements must include a Balance Sheet and Income Statement. Include the names of banks or other financial institutions with which business is conducted (mailing addresses, points of contact and phone number). If the financial statements are more than 60 days old, attach a certificate stating that the financial condition is substantially the same, or if not the same, describe the changes which have taken place since the financial statements were prepared.

(2) Bank Letters - Provide evidence of adequate financing arrangements, such as commitments from lending institutions, etc., to perform this contract. Include the names of banks or other financial institutions with which business is conducted (mailing addresses, points of contact and phone number). Reference letters should include, but is not limited to, the following information: (1) the date the offeror's account was open with the financial institution, (2) the average balance for the last 12 months on the offeror's account (i.e., balance in the xx digits), (3) if there is a credit line established with the financial institution, what is the credit amount and how much is available at this time? If not, would the financial institution be willing to establish a line of credit for the offeror? And if so, for how much (i.e., low xx figure range), (4) how the financial institution evaluates the offeror as a customer (i.e., poor, fair, very good, excellent, etc.), and (5) the financial institution should declare whether the offeror's account is in good standings. This information This information will be treated confidentially but may be checked for verification.

4.5.2 Price Breakdown Requirements (Only to be provided upon request). The Government can request price breakdown via clarification, even when discussions are not going to be held. The format of the breakdown will be left up to the Offeror. However, at a minimum, provide pricing for the major categories of work, i.e., site improvements, landscaping, electrical, and mechanical, etc. This information will not be needed sooner than three working days after the proposal submission due date. The price breakdown information may be required for the initial proposals and, if requested, for any revised proposals.

(Attachment 1)
PROPOSAL DATA SHEET

Also include the required, completed and signed SF33 in addition to this Proposal Data Sheet. Submit in both Volumes I and II.

| | |
|----|---|
| 1. | Name of Solicitation: |
| 2. | Offering Firm's Name As Appears on the SF33: |
| 3. | Mailing Address: |
| 4. | Telephone Number: |
| 5. | Fax Number: |
| 6. | E-mail Address to use for all correspondence: |
| 7. | <p>AUTHORIZED NEGOTIATORS. Far 52.215-11. The Offeror represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this solicitation. List name(s), title, and telephone numbers of authorized negotiator(s).</p> <p>of Person(s) Authorized to Negotiate:</p> <p>iator's Address:</p> <p>iator's Telephone:</p> <p>iator's E-mail:</p> |

End of Attachment 1

(Attachment 2)
RELEVANT COMPANY EFFORT - Prime Contractor

The Offeror shall provide the following information for each project submitted for Past Performance. Use separate sheets for each project.

1. Company Name: _____

2. Name of Project: _____

Type of Project (DB/DBB/Program/Planning/Other): _____

3. Location of Project: _____

4. Project Owner: _____

5. General Scope of Project: _____

6. Your Role (Prime, Joint Venture Partner, or Subcontractor, etc.) and type work your company self-performed other than management services: _____

7. Cost for this project: _____

8. Extent and type of work you subcontracted: _____

9. Contract Period: Start Date: _____

Completion/Scheduled Completion Date: _____
(Provide Month/Year)

10. Were You Terminated or Assessed Liquidated Damages? _____
(If either is "Yes", attach an explanation) _____

End of Attachment 2

(ATTACHMENT 3)

Part 1 of 2

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNS Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture
☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount):

Final Contract Price (to include all modifications, if applicable):

Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name:

Title:

Phone Number:

Email Address:

6. Describe the client's role in the project:

7. Date Questionnaire was completed (mm/dd/yy):

8. Client's Signature:

****Must be signed by Client to be considered complete****

NOTE: USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR

FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

| RATING | DEFINITION | NOTE |
|---------------------|---|---|
| (E) Exceptional | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| (VG) Very Good | Performance meets contractual requirements and exceeds some to the Government /Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified. |
| (S) Satisfactory | Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |

| | | |
|-----------------------|--|---|
| (M) Marginal | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. |
| (U) Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. | An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. |
| (N) Not Applicable | No information or did not apply to your contract | Rating will be neither positive nor negative. |

Part 2 of 2
TO BE COMPLETED BY CLIENT

| PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE | | | |
|--|--------|---------|--------|
| 1. QUALITY: | | | |
| a) Quality of technical data/report preparations | E M | VG U | S N |
| b) Ability to meet quality standards specified for technical performance | E M | VG U | S N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E M | VG U | S N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E M | VG U | S N |
| 2. SCHEDULE/TIMELINESS OF PERFORMANCE: | | | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i> | E M | VG U | S N |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract | E M | VG U | S N |
| 3. CUSTOMER SATISFACTION: | | | |
| a) To what extent were the end users satisfied with the project? | E M | VG U | S N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E M | VG U | S N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E M | VG U | S N |
| d) Overall customer satisfaction | E M | VG U | S N |
| 4. MANAGEMENT/ PERSONNEL/LABOR | | | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? | E M | VG U | S N |
| b) Ability to hire, apply, and retain a qualified workforce to this | E M | VG U | S N |
| c) Government Property Control | E M | VG U | S N |
| d) Knowledge/expertise demonstrated by contractor personnel | E M | VG U | S N |
| e) Utilization of Small Business concerns | E M | VG U | S N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E M | VG U | S N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E M | VG U | S N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E M | VG U | S N |
| 5. COST/FINANCIAL MANAGEMENT | | | |
| a) Ability to meet the terms and conditions within the | E | VG | S |

| | | | |
|---|-------------|---------|--------|
| contractually agreed price(s)? | M | U | N |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E M | VG U | S N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E M | VG U | S N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i> | Yes No | | |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i> | Yes No | | |
| f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i> | Yes No | | |
| 6. SAFETY/SECURITY | | | |
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E M | VG U | S N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E M | VG U | S N |
| 7. GENERAL | | | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E M | VG U | S N |
| b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>) | E M | VG U | S N |
| c) Would you hire or work with this firm again? (<i>If no, please explain below</i>) | Yes No | | |
| d) In summary, provide an overall rating for the work performed by this contractor. | E M | VG U | S N |
| Client Signature: _____ | Date: _____ | | |

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*) ****Each Sheet must be signed by Client to be considered complete****

End of Attachment 3

END OF SECTION

SECTION M
EVALUATION CRITERIA AND BASIS OF AWARD

1.0 GENERAL REQUIREMENTS

1.1 Section L describes the proposal instructions for submission requirements and instructions. This section outlines the evaluation process and basis of award.

2.0 EVALUATION PROCESS

2.1 A Source Selection Evaluation Board (SSEB) composed of U.S. Army Corps of Engineers personnel, Using Activity representative, and, as necessary, technical advisors will conduct the evaluation. The number and identities of Offerors are not revealed to anyone not involved in the evaluation and award process or to other Offerors. The SSEB will evaluate proposals, using the factors and evaluation criteria described in this section.

2.2 The evaluation process consists of four parts: (1) proposal compliance review, (2) non-price evaluation, (3) price analysis and (4) non-price/price trade-off analysis.

2.2.1 Proposal Compliance Review. This is an initial check by Contracting Division to ensure that all required forms are complete, and in compliance with all administrative and submission criteria.

2.2.2 Non-Price Factor Evaluation. In accordance with the solicitation, each member of the SSEB will conduct an independent review of the proposals. The review will be an in-depth, systematic evaluation of the proposal against the submission criteria and evaluation factors.

2.2.3 Price Analysis. Price is not rated but will be analyzed for fairness and reasonableness through the use one of more of the price analysis techniques described in FAR Subpart 15.404-1(b). The price analysts will also check for appearance of unbalancing of bids. The price evaluation will document the fairness and reasonableness of the proposed pricing.

2.2.4 Non-Price/Price Trade-off Analysis. In determining the awardees for the MATOC pools, the factor ratings will be used during the non-price/price tradeoff analysis. After the factor evaluations are completed, the SSEB will then consider the prices in connection with the factor ratings, comparing the relative advantages and disadvantages of the proposals and prices, and make a recommendation to the SSA of which offerors present the best value to the Government. If the SSA determines discussions are not required, the SSA, relying on the Board's report and his or her independent review of the proposals and business judgment, will decide which offeror is to be awarded the firm fixed price contract. This decision, reflected in the Source Selection Decision Document (SSDD), will be based on the proposal that offers the best value to the Government in terms of their combined factor ratings and price. This may result in an award being made to higher rated, yet higher price offeror where the decision is consistent with the solicitation's evaluation factors and the SSEB reasonably determines that the superiority of the technical proposal as reflected in the non-price factor ratings of the higher priced offeror justifies paying the higher price.

3.0 EVALUATION CRITERIA

3.1 There are two separate volumes required in response to this solicitation. Volume I includes three (3) non-priced evaluation factors. Volume II includes administrative requirements and proposed pricing.

EVALUATION FACTORS AND ORDER OF RELATIVE IMPORTANCE

| Volume | Factor - Description | Relative Importance |
|---------------|---|--|
| Vol I - Tab A | Factor 1 - Technical Approach for the Sample Project | 1 st in relative importance |
| Vol I - Tab B | Factor 2 - Past Performance Information of the Prime Contractor | 2 nd in relative importance; less important than Factor 1 |
| Vol I - Tab C | Factor 3 - Overall Management Approach | 3 rd in relative importance, less important than Factor 2 |
| Vol II | Administrative Requirements (Including Price) | Not Rated. Price evaluated through Price Analysis. |

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

3.2 Evaluation of Factor 1 - Technical Approach for the Sample Project. The Government will evaluate the technical approach for the sample project narrative to assess the Offeror's understanding of the requirements of the solicitation. The Government will evaluate the narrative to assess the Offeror's level of understanding and expertise providing environmental remediation services, approach to completion of all tasks required by the sample project given the complexity and constraints of the project. More consideration will be given to a narrative that includes discussion of the following:

- (a) Alternative approaches considered for each site and why the selected approach was chosen;
- (b) Detail concerning individual features of the approach for a site that lower the risk of meeting the Performance Objective (PO) for each site; and
- (c) Detail concerning the features of the approach for each individual site that increases the probability of achieving the PO for that site.

The Government will evaluate the preliminary project schedule to assess the Offeror's understanding of the overall duration of the project and the activities that are necessary in order to meet the PO for each specific site within the time allowed. Any indication noted within the response that the PO would not be achieved within the time allowable will be considered a deficiency. The schedule will be assessed for its logic, reasonableness of scheduled activities/tasks, and task durations necessary to complete the work, within the required performance period.

The SSEB will determine the strengths, weaknesses and deficiencies, if any, in the approach presented, and then assign an overall combined technical/risk rating as listed below. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum technical requirements.

| Ratings | Combined Technical/Risk Rating Definitions |
|-------------|--|
| OUTSTANDING | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. |
| GOOD | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk |

| | |
|--------------|---|
| | of unsuccessful performance is low to moderate. |
| ACCEPTABLE | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| MARGINAL | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| UNACCEPTABLE | Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable. |

Any rating less than 'Acceptable' for this factor will preclude award to an Offeror.

3.3 Evaluation of Factor 2 - Past Performance Information of the Prime Contractor.

(1) An Offeror's "Relevant Company Effort" information will be evaluated to determine if the projects submitted are "recent", and "relevant". The Government will give more consideration for work similar to that described by this solicitation; projects in and around military installations; projects of a dollar value similar to that anticipated under this solicitation; for projects where the Offeror performed as the prime contractor, as opposed to a subcontractor. Additionally, more consideration will be given to a project portfolio that reflects successful performance of environmental remediation projects similar to the project described in this solicitation. Successful performance of a project is considered to be the attainment of the stated objective with approval/concurrence by the Government (or stakeholder) and the appropriate regulatory agency if required.

(2) The Government will then assess how well an Offeror performed on the projects submitted. The Government will, as necessary, confirm quality of past performance data provided by the Offeror in its proposal and, at its discretion, obtain additional past performance information, if available, from other sources. When the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective action taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and evaluate their effectiveness.

(3) Upon completion of its evaluation of each project, the SSEB, by consensus, will assign each project one of the following ratings:

| Past Performance Relevancy Ratings |
|--|
| <ul style="list-style-type: none"> • Very Relevant - Present/Past effort involved essentially the same scope and magnitude, effort and complexities this solicitation requires. |
| <ul style="list-style-type: none"> • Relevant - Present/Past effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| <ul style="list-style-type: none"> • Somewhat Relevant - Present/Past effort involved some scope and magnitude of effort and complexities this solicitation requires. |
| <ul style="list-style-type: none"> • Not Relevant - Present/Past effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

No overall relevancy rating is assigned to an Offeror's portfolio of projects. Rather, after checking compliance and assigning each project a relevancy rating, the SSEB will then determine an overall Performance Confidence Assessment rating. The overall Performance Confidence Assessment rating takes into consideration the degree of relevancy of each project, the quality of the performance of those projects, and the diversity of the project portfolio submitted as compared to the work required by the solicitation.

(4) If the Offeror is submitting as a Joint Venture (JV), the SSEB will utilize the information submitted to conduct the relevancy and performance confidence assessment ratings of the JV, or its partners, as previously indicated. Based on the information submitted by the JV Offeror, the SSEB will evaluate and assess:

- (i) The JV's "Past Performance Information" and/or
- (ii) Either JV partners' "Past Performance Information"

(5) The overall Performance Confidence Assessment Rating reflects the degree of probability the Offeror will be able to meet the solicitation's requirements. Upon completion of the evaluation, one of the following ratings will be assigned:

| Confidence Assessment Ratings and Descriptions | |
|--|--|
| Substantial Confidence | Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. |
| Neutral Confidence | No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonable assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| Limited Confidence | Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort. |
| No Confidence | Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will successfully perform the required effort. |

(6) Offerors with little or no relevant past performance will not be evaluated favorably or unfavorably for Factor 1. However, such a proposal will be rated neutral confidence, and thus may not represent the most advantageous proposal to the Government when compared to the proposals of other Offerors with recent/relevant past performance. Any rating less than 'Limited Confidence' for this factor will preclude award to an Offeror.

3.4 Evaluation of Factor 3 - Overall Management Approach. The Government will evaluate the narrative to assess the Offeror's organizational and management structure to ensure it reflects an understanding of the requirements of the solicitation. The Government will give more consideration for a detailed rationale of the management approach and structure, identifying key positions and specific functions, and how those functions will increase the probability of successful project completion.

Consideration will also be given to a narrative that clearly shows an effective management plan with an emphasis on quality in every aspect of project execution. The Government will also evaluate the quality control plan for its feasibility and how well it is designed to address quality control while executing the breadth of environmental remediation services. The Government will give more consideration for a quality control plan that is thorough in detail and clearly indicates aspects of the plan that reduces the risk of unsuccessful project execution.

The SSEB will determine the strengths, weaknesses and deficiencies, if any, in the approach presented, and then assign an overall combined technical/risk rating as listed below. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum technical requirements.

| Ratings | Combined Technical/Risk Rating Definitions |
|--------------|---|
| OUTSTANDING | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. |
| GOOD | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate. |
| ACCEPTABLE | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| MARGINAL | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| UNACCEPTABLE | Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable. |

Any rating less than 'Acceptable' for this factor will preclude award to an Offeror.

3.5 Additional definitions used in all factors.

3.5.1 Deficiency.

(a) A material failure of a proposal to meet a Government requirement or combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

(b) The evaluators will identify the RFP requirement, and describe why a deficiency or deficiencies exist in the proposal. All deficiencies discovered will be identified to the Offeror during discussions, if conducted, and in the debriefing.

(c) The Contract requirements take precedence over deficiencies (or deviations) discovered after award.

(d) Deviation. Proposal implies or specifically offers something below specified criteria. The Offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The technical reviewers will identify any deviations.

3.5.2 Clarification. Means limited exchanges, between the Government and Offerors that may occur when award without discussions is contemplated. Offeror may be given the opportunity to clarify certain aspects of the proposals (e.g., the relevance of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors. Clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that corrections of apparent clerical mistakes results in a revision. Clarifications do not require "discussions" or submission of another proposal.

3.5.3 Weakness.

(a) Means a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

(b) All significant weaknesses discovered will be identified to the Offeror during discussions, if conducted, and in the debriefing. Failure by an Offeror to rectify multiple significant weaknesses deemed essential will preclude award action to that Offeror.

3.5.4 Strength. Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increase the probability of successful performance of the contract. A "significant strength" appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

4.0 DISCUSSIONS. The Government intends to make a determination of contract award based on initial proposals without holding discussions. However, the Government reserves the right to conduct discussions, and allow proposal revisions, if the SSA determines that discussions are in the Government's best interest. Offerors are cautioned that discussions may not be conducted and Offerors should not assume that they will have an opportunity to revise their proposals after submission.

4.1 If discussions are deemed necessary, the SSA will include only those firms determined to be the most highly rated; those whose proposals are reasonably susceptible to being made acceptable; but not those that are so deficient as to essentially require major revisions or a total re-write of their proposal. In certain circumstances, the Government may limit offers in the competitive range to a number that will permit an efficient competition. If discussions are required, the SSEB will follow the evaluation process herein until discussions are closed. Upon the conclusion of discussions, those Offerors still within the competitive range will be afforded an opportunity to revise their proposals and submit a Final Proposal Revision for evaluation.

If discussions are held, Offerors are required to submit their responses to comments electronically. If discussions are held, detailed instructions on responses will be provided. Electronic submissions shall meet the submission deadline set forth by the SSA during discussions or indicated in the Amendment requesting the Final Proposal Revisions. Regardless of the submittal process used, the SSA/CO will notify all the Offerors in the competitive range, in writing, how and when interim revisions and final proposals revisions are to be submitted.

4.2 Upon conclusion of discussions, those Offerors still within the competitive range will be afforded an opportunity to revise their proposal and to submit their final proposal revisions for evaluation.

5.0 THE SELECTION PROCESS.

5.1 The SSEB will perform two (2) separate non-price/price tradeoff analysis, one for the SB MATOC pool and another for the 8(a)SB MATOC pool, the previously discussed relative to the advantages/disadvantages each proposal offers to the Government, considering price and the factor evaluation, and provide a recommendation to the SSA of which offers represent the best value to the Government. The SSA, independently exercising prudent business judgment, will make the source selection decision based on the proposal offering the best value to the Government. This may result in an award being made to a higher rated, higher priced Offeror where the decision is consistent with the solicitation's evaluation factors and the SSA reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher priced Offeror outweighs the price difference. This also may result in an Offeror receiving more than one award if the Offeror competes in multiple MATOC pools.

6.0 BASIS OF AWARD.

6.1 It is the Government's intent to establish two (2) MATOC pools to those responsible Offerors whose proposals, conforming to the solicitation, are fair and reasonable, and have been determined to be the most advantageous to the Government, non-price, price and other factors considered.

6.2 The non-price factors combined are considered significantly more important than price in relative importance. As differences in factor ratings and relative advantages and disadvantages become less distinct, difference in price may become the discriminating factor in determining the most advantageous proposals. Conversely, as differences in prices become less distinct, differences in ratings and relative advantages and disadvantages between proposals are determinative. Any rating less than 'Acceptable' or 'Limited Confidence' for any factor will preclude award to an Offeror.

6.3 The Government reserves the right to accept other than the lowest priced offer. The Government also reserves the right to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest price offer is selected for award, is sufficiently more advantageous to the Government than the lowest priced offer and justifies payment of the additional amount.

END OF SECTION