

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 71			
2. CONTRACT NO.		3. SOLICITATION NO. W912DR19R0010		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 20 Mar 2019		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, BALTIMORE 2 HOPKINS PLAZA 03-G-04 BALTIMORE MD 21201 CODE W912DR TEL: 410-962-0874 FAX				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>2 Hopkins Plz, Room 00-A-22</u> until <u>12:00 PM</u> local time <u>22 Apr 2019</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		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.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MATOC 5 Yr Ordering Period FFP There will be up to three (3) awards to Certified 8(a) small business with a shared capacity total of \$9.5 million. Please see the PRICE SCHEDULE BELOW. Fill out in its entirety for the 5 year ordering period. FOB: Destination	1	Program		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	6 Month Option FFP There will be up to three (3) awards to Certified 8(a) small business with a shared capacity total of \$9.5 million. Please see the PRICE SCHEDULE BELOW. Fill out in its entirety for the 6 month option. FOB: Destination	1	Program		

 NET AMT
PRICE SCHEDULE

FULLY BURDEN RATES: Labor Rate Estimate

	Discipline	Year 1	Year 2	Year 3	Year 4	Year 5	6 Mth
1	Principal						
2	Project Manager						
3	Senior Environmental Specialist						
4	Junior Environmental Specialist						
5	Senior Planner						

6	Junior Planner						
7	Senior. Cultural Resource Specialist						
8	Junior Cultural Resources Specialist						
9	Senior Economist						
10	Junior Economist						
11	Senior Biologist						
12	Junior Biologist						
13	Senior Ecologist						
14	Junior Ecologist						
15	Senior Environmental Engineer						
16	Junior Environmental Engineer						
17	Senior Civil Engineer						
18	Junior Civil Engineer						
19	Senior Hydrologist						
20	Junior Hydrologist						
21	Senior GIS Technician						
22	Junior GIS Technician						
23	Interdisciplinary Technical I						
24	Interdisciplinary Technical II						
	Overhead - %						
	G&A – %						
	Profit will be negotiated per task order						
	Annual Escalation = %						

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Description: The following provides a general description of work that could be expected in executing various project orders for professional services, Indefinite Delivery Indefinite Quantity (IDIQ) for Military and Civil Planning, Water Resources, and Environmental Program projects within the North Atlantic Division (NAD) and other Assigned Mission Areas.

C.1. BACKGROUND

C.1.1. The U.S. Army Corps of Engineers (USACE) has established a continuing program of comprehensive military and civil planning services for a variety of Federally-funded construction projects and planning studies. These comprehensive military and civil planning services are available to a wide range of USACE partners, including military installations and major commands, other Department of Defense organizations, other Federal agencies, and state and local governments. These services, which include a full range of comprehensive planning, environmental compliance, and technical assistance, can support long term planning, facility management, emergency planning and preparedness and environmental compliance requirements, as well as water and land resource development.

C.1.2. Services to be performed under this contract will be accomplished by studies/projects that are the responsibility of the USACE, Baltimore District (NAB) or other USACE Districts. These services will be conducted in accordance with pertinent policies, procedures and regulations which govern Military, International and Interagency Support and Civil Works activities.

C.2. PERFORMANCE WORK STATEMENT

C.2.1. The work to be performed under this contract will be comprised of technical studies and support services, including report preparations. The Contractor shall furnish all personnel, supplies, materials, laboratory services and equipment necessary to conduct comprehensive technical planning studies and prepare reports for the NAB Military, Civil Works, and International and Interagency Support programs. The work may encompass a wide range of planning and environmental services in the general areas of planning and environmental compliance, sustainability, and quality at various military and non-military locations. Tasks associated with work performed under this contract consist of, but are not limited to, the following:

C.2.1.1. CIVIL WORKS INVESTIGATIONS. Required work will include reconnaissance (Federal Interest Determination) and feasibility studies and technical support for the Continuing Authorities Program (CAP), Floodplain Management Services (FPMS), Planning Assistance to States (PAS), and General Investigation Program associated with Ecosystem Restoration, Navigation, Flood Risk Management (FRM), and Coastal Storm Risk Management investigations.

C.2.1.2. ENVIRONMENTAL PLANNING AND COMPLIANCE. Required work will include a full range of environmental planning and compliance support including report preparation, technical investigations, analysis and field work. Support under this task includes, but is not limited to, National Environmental Policy Act (NEPA) documentation (e.g., Environmental Assessments, Environmental Impact Statements, etc.), Pollution Prevention studies, Emergency Planning and Community Right to Know Act assessments, Clean Air Act investigations, Clean Water Act and National Pollution Discharge Elimination System compliance activities, Solid Waste Management Plans, and Environmental Management Systems. Additional requirements include preparation of Environmental Baseline Surveys for assessing potential hazardous, toxic and radioactive wastes (HTRW) concerns at study areas. For the purpose of this contract, services in support of restoration activities will be restricted to planning services and will not include intrusive investigations or testing. Additionally, the Contractor is required to have or to obtain appropriate training relative to the handling, storage, and assessment of HTRW and be able to perform various environmental and cultural investigations on HTRW areas.

C.2.1.3. ECOLOGICAL SERVICES. Required work will include environmental analysis, impact documentation, and development of corrective measures and their associated costs. Technical work to support permit requirements under the Clean Water Act (i.e., Section 401 and 404), including wetland delineations and mitigation plans; biological

assessments of fish and wildlife resources, including endangered species investigations in accordance with Federal and State requirements; preparation of Integrated Natural Resource Management Plans, development of wildlife mitigation plans and habitat evaluation and assessment may also be required. Required work will include ecological analyses, planning, and monitoring of aquatic, wetland and terrestrial ecosystems. Additionally, evaluation of ecosystem restoration benefits computations leading to National Ecosystem Restoration (NER) Plan that includes that evaluation of habitat quality and quantity evaluation is required. Knowledge of riverine/stream, wetland, riparian, bottomland, lake/reservoir, estuary, and coastal ecosystems are required.

C.2.1.4. CULTURAL SERVICES. Required work will include a full range of cultural studies to include archeological investigations and historical/architectural work to support National Historic Preservation Act requirements for the identification, evaluation and mitigation of cultural resources. Fieldwork initiated under this contract will be conducted on both privately-owned and publicly-owned (i.e., local, state, and Federal) property. The Contractor shall perform studies and work which shall include, but not be limited to various types of investigations such as Phase IA (i.e., Background literature, archival, and courthouse record research), Phase I (i.e., disturbance investigations and identification surveys), Phase II (i.e., evaluation investigations and test excavations for assessment of significance and for preparation of detailed data recovery plans), Phase III (i.e., data recovery) for the full range of prehistoric and historic archeological resources as well as historical/architectural evaluation of standing structures (i.e., broad-brush architectural surveys and Historical American Buildings Survey/Historic American Engineering Record. Additionally, the Contractor may be required to complete the following: prepare research designs for a broad array of data gathering methods and resource assessment techniques ranging from structure, to site, to project, to regional specificity; accomplish construction monitoring; accomplish stabilization, preservation and curation of recovered remains; prepare cultural management/decision reports; review historical reports; prepare documentation for submission to the Keeper of the National Register of Historic Places (NRHP) and Advisory Council on Historic Preservation (ACHP); accomplish underwater archeology, peer review of cultural resource reports and research designs; prepare Memorandums of Agreements (MOAs); prepare documentation of historic landscapes and land use plans; and conduct oral history interviews.

C.2.1.5. ECONOMIC, SOCIAL AND FINANCIAL SERVICES. Required work will include a full range of economic and social analysis and forecasting. Included in this requirement are field, office, and computer work required for collection, compilation, analysis, and evaluation of data pertaining to economic analysis to support the Military, Civil Works, and International and Inter-Agency Support programs. Specific services to be provided include, but are not limited to, the following: benefit cost analysis (e.g., identification of National Economic Development and NER Plans for Civil Works project justification), ecosystem restoration benefits computations in habitat units, cost effectiveness /incremental cost analysis, budgeting, project financing, life cycle cost analysis, capital investment strategies and programs, and demographic trends and market assessments.

C.2.1.6. WATER RESOURCE SERVICES. Required work will include activities and reporting requirements to support water resources programs. Included in this requirement are the investigations and preparation of reports (i.e., Federal Interest Determination and feasibility studies to support the Civil Works General Investigations, Continuing Authorities, and Construction General programs) to support watershed planning, ecosystem restoration, flood risk management, and navigation studies and projects for a wide variety of partners. Specific requirements include technical capability to complete the following: flood insurance studies; floodplain management services; non-structural flood proofing investigations; infrastructure analysis, including combined sewer overflows, sanitary sewer and water supply systems; local and regional stormwater management planning; Low Impact Development (LID) analysis and planning; Total Maximum Daily Load (TMDL) analysis; water vulnerability assessments; and watershed management. This work includes a survey component to collect data in the field to support mapping stormwater systems, to input into hydrologic and hydraulic modeling, and to support project planning decision-making. Additionally, hydrologic and hydraulic modeling (e.g., HEC-HMS, HEC-EFM, HEC-RAS, FLO-2D, and XPSWMM) capability is required, as needed, to support the multitude of the above listed water resource analysis and planning services.

C.2.1.7. COMPUTER DATA MANAGEMENT SERVICES. Required work will include a full range of computer data management activities, analyses and procedures that can be integrated into planning studies to provide for more cost-effective analyses. Such activities include, but are not limited to, the following: data management assistance, preparation of graphics, preparation of web based report documentation, and other web based applications. Other

requirements include a full range of geographic information systems (GIS) capabilities, including aerial photo interpretation, mapping (e.g., floodplain mapping, depth grid computations, structure/parcel database development, environmental and cultural resources mapping, etc.), and remote sensing analyses. Specific requirements for graphical support, including GIS/computer-aided design platforms, data formats, spatial data standards, mapping products and other digital information will be specified in individual project orders.

C.2.1.8. NATURAL DISASTER EMERGENCY PLANNING AND PREPAREDNESS SERVICES Required work will include a full range of emergency planning and preparedness services for natural disasters. With regards to hurricane emergency planning and preparedness services, activities include, but are not limited to, the following: agency coordination, storm surge inundation modeling and GIS mapping tools, vulnerability analyses and assessment tools, hurricane evacuation zones development, community storm impact analyses, behavioral surveys and analyses, shelter analyses, and transportation and evacuation modeling and analyses. Other requirements include hurricane storm tracking software development (e.g., HURREVAC) and the development and facilitation of hurricane planning and preparedness training.

C.2.1.9. FACILITY PLANNING SERVICES. Required work will include a full range of facility planning services, including the following: facility environmental program development; land use planning studies; site-selection studies; preparation of conceptual site and facility studies; pre-design decision documents; Anti-Terrorism/Force Protection planning requirements; preparation of DD Forms 1391 and planning charrettes; sustainable design concepts and studies; transportation and traffic planning studies; realignment studies (expansion, contraction, relocation, etc.); space utilization studies; infrastructure studies (e.g., BUILDER); landscape development planning; noise impact studies; and other planning and environmental studies that support facility operations and development.

C.2.1.10. PUBLIC INVOLVEMENT SERVICES. Required work will include a full range of services to support community involvement programs, meeting and workshop facilitation, and public outreach initiatives.

C.3. GENERAL WORK REQUIREMENTS

C.3.1. In general, services provided under this contract will be done as specified by individual project orders. Required tasks, report and document preparation, coordination activities, meetings, status reports, mapping and report format will be specified in each individual project order.

C.4. COORDINATION AND EXECUTION OF WORK

C.4.1. During the course of the work defined in each project order, the Contractor shall keep in close contact with the NAB project manager to ensure prompt and acceptable accomplishment of the work.

C.4.2. GUIDELINES AND INSTRUCTIONS. All work shall be in accordance with instructions, directives, regulations, technical manuals, and other instructions as provided in the project order Scope of Work.

C.4.3. PUBLICATIONS AND DATA. All publications and other data furnished by the Government in support of a work order as designated by the Contracting Officer's Representative (COR) shall be returned to the COR upon completion of the project order. All information and data generated in the course of accomplishing specific work orders by the Contractor shall become the property of the U.S. Government and be submitted on completion of the project order.

C.4.4. AGENCY COORDINATION. As specified in the project order Scope of Work, the Contractor may be required to consult with Federal agencies, states, municipalities and other units of local government, on behalf of the Government, to obtain required information. The Contractor is required to maintain documentation of meetings, telephone conversations, or other contacts made during the course of completing required work.

C.4.5. REFERENCES. The Contractor shall provide copies of all reference materials cited in final reports. If references are not available, the Contractor shall provide pertinent sections of the reference cited in the final report. At a minimum, locations of the cited references shall be provided in the bibliography of the report.

C.4.6. LICENSES, PERMITS, PERMISSIONS. Unless provided by the government, the Contractor shall be responsible for obtaining all necessary permits, licenses, rights of entry, and permission for access.

C.4.7. TRAVEL. Travel and per diem in connection with work performed under this contract will be paid in accordance with the current Joint Travel Regulation (JTR).

C.5. PROFESSIONAL QUALIFICATIONS OF PLANNING DISCIPLINES

C.5.1. The Contractor is required to assemble an interdisciplinary team of professionals that are qualified to perform the tasks outlined in this contract. The following section describes the professional qualifications of personnel required to complete the work task described in Section C.2. The disciplines listed are used to identify job categories for this contract (e.g. if a delivery order requires an ecologist, a qualified ecologist should be identified and will be costed using the Environmentalist category).

C.5.2. PRINCIPAL. The Principal is the person responsible for the overall execution of work to be performed under this contract. The Principal must have completed an advanced degree (Master's Degree or above) at an accredited college or university in (depending on the requirements of the delivery order) planning or a closely related field such as business, biology, economics, engineering, forestry, landscape architecture, management earth science, urban or community planning, water resource planning, natural resource management, conservation, archeology, historic architecture or preservation planning. The Principal must have at least 15 years of professional and management experience which demonstrates experience and understanding in the areas of business development and program management.

C.5.3. PROJECT MANAGER. The Project Manager is the person available to manage particular task orders depending on the work tasks and products requested. The Project Manager must have completed an advanced degree (Master's Degree or above) at an accredited college or university in (depending on the requirements of the task order) planning or a closely related field such as forestry, landscape architecture, economics, engineering, biological science, earth science, urban or community planning, water resource planning, natural resource management, conservation, archeology, historic architecture or preservation planning. Study Leaders must have a minimum of ten (10) years of professional and managerial experience, which demonstrates the ability to:

- (1) Manage the production of technical studies in accordance with defined schedules and budgetary limitations;
- (2) Understand and apply the requirements and practices of planning as it relates to projects and studies undertaken by the U.S. Army Corps of Engineers; and
- (3) Deal effectively with individuals and groups of people and oversee and direct written and graphic analytical presentations.

C.5.4. SENIOR ENVIRONMENTAL SPECIALIST. The Senior Environmental Specialist must have a graduate degree from an accredited college university, with major study in an area such as environmental science, biology, ecology, earth science or natural resource management and conservation or environmental engineering. The Senior Environmental Specialist must have eight (8) years of successful experience which demonstrates an understanding of the fundamental principles and techniques of environmental analysis of one or more biological, water resource, or natural resource disciplines. This experience and education must show that the individual has proficiency in analyzing and solving complex environmental and water resource planning related problems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.5. JUNIOR ENVIRONMENTAL SPECIALIST. The Junior Environmental Specialist must have a at least an undergraduate degree from an accredited college or university, with a major study in an area such as environmental science, biology, ecology, earth science or natural resource management and conservation or environmental engineering. The Junior Environmental Specialist must have at least four (4) years experience in one of these fields.

C.5.6. SENIOR PLANNER. The Senior Planner must have a graduate degree from an accredited college or university, with a major study in an area such as urban or regional planning, environmental or natural resources

planning, water resources planning, civil or environmental engineering, landscape architecture or geography. The Senior Planner must have completed at least eight (8) years of work experience as a study team member, demonstrating ability and proficiency in the professional principles of social, community, and economic analysis. Experience and education must show that the individual is proficient in oral and written communication and capable of performing objective evaluations of the social and economic impacts of construction related activities.

C.5.7. JUNIOR PLANNER. The Junior Planner must have at least an undergraduate degree from an accredited college or university, with a major study in an area such as urban or regional planning, environmental or, natural resource planning, water resource planning, civil or environmental engineering, landscape architecture or geography. The Junior Planner must have at least four (4) years experience in one of these fields.

C.5.8. SENIOR CULTURAL SPECIALIST. The minimum professional qualifications for Senior Cultural Specialist are a graduate degree in (depending on the requirements of the delivery order) history, historical architecture, archeology, anthropology or related fields with course work in American history, historic research, site preservation, or closely related field of study. The Senior Cultural Specialist must have completed at least eight (8) years work experience which demonstrates a thorough knowledge of the professional principles of history and historic preservation. The Senior Cultural Specialist must also have a thorough understanding of the Section 106 consultation process.

C.5.9. JUNIOR CULTURAL SPECIALIST. The Junior Cultural Specialist must have at least an undergraduate degree from an accredited college or university, with a major study in the area of history, historical architecture, archeology, anthropology or closely related field. The Junior Cultural Specialist must have at least four (4) years experience in one of these fields.

C.5.10. SENIOR ECONOMIST. The Senior Economist must have completed a graduate degree from an accredited college or university in economics plus experience in statistics, accounting, calculus and public administration. Must clearly demonstrate proficiency in oral and written communication, ability to deal effectively with the public, and is able to analyze and solve complex economic problems. The Senior Economist must have at least eight (8) years experience which demonstrates ability and understanding of the fundamental principles and techniques of socioeconomic analysis, life cycle cost analysis, financial analysis, benefit-cost analysis and incremental cost analysis. The Senior Economist must also have the knowledge and ability to prepare thorough and comprehensive reports on analytical studies relating to difficult problems in economic evaluation.

C.5.11 JUNIOR ECONOMIST. The Junior Economist must have an undergraduate degree from an accredited college or university, with major study in economics plus experience in statistics, accounting, or calculus. The Junior Economist must have completed at least four (4) years of practical work experience that demonstrates the individual is proficient in the collection, analysis, and presentation of technical economic data analysis relative to environmental and water resources planning. Experience in fundamental economic principles and techniques described for the Senior Economist are also preferable.

C.5.12. SENIOR BIOLOGIST. The Senior Biologist must have a graduate degree from an accredited college university in Biology with eight (8) years of successful experience which demonstrates a proficient understanding of the fundamental principles and techniques of biology as it relates to environmental analysis and impacts to water and natural resources. This experience and education must show that the individual has proficiency in analyzing and solving complex environmental and water resource planning related problems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.13. JUNIOR BIOLOGIST. The Junior Biologist must have an undergraduate degree from an accredited college university in Biology with four (4) years of successful experience which demonstrates a general understanding of the fundamental principles and techniques of biology as it relates to environmental analysis and impacts to water and natural resources.

C.5.14. SENIOR ECOLOGIST. The Senior Ecologist must have a graduate degree from an accredited college university in ecology or biological science with eight (8) years of successful experience which demonstrates a

proficient understanding of the fundamental principles and techniques of ecology as it relates to environmental analysis and conservation of water and natural resources. This experience and education must show that the individual has proficiency in analyzing and solving complex environmental and water resource planning and sustainability related problems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.15. JUNIOR ECOLOGIST. The Junior Ecologist must have an undergraduate degree from an accredited college university in ecology or biological science with four (4) years of successful experience which demonstrates a general understanding of the fundamental principles and techniques of ecology as it relates to environmental analysis and conservation of water and natural resources.

C.5.16. SENIOR ENVIRONMENTAL ENGINEER. The Senior Environmental Engineer must have a graduate degree from an accredited college university in environmental engineering. The Senior Environmental Engineer must have eight (8) years of successful experience which demonstrates a proficient understanding of the fundamental principles and techniques of environmental engineering as it relates to environmental engineering analysis of water and natural resources and the implementation of stormwater best management practices. This experience and education must show that the individual has proficiency in analyzing and solving complex environmental and water resource planning and engineering related problems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.17. JUNIOR ENVIRONMENTAL ENGINEER. The Junior Environmental Engineer must have an undergraduate degree from an accredited college university in environmental engineering. The Junior Environmental Engineer must have four (4) years of successful experience which demonstrates a general understanding of the fundamental principles and techniques of environmental engineering as it relates to environmental analysis of water and natural resources and the implementation of stormwater best management practices.

C.5.18. SENIOR CIVIL ENGINEER. The Senior Civil Engineer must have a graduate degree from an accredited college university in civil engineering. The Senior Civil Engineer must have eight (8) years of successful experience which demonstrates a proficient understanding of the fundamental principles and techniques of civil engineering as it relates to engineering analysis of water and natural resources and the implementation of stormwater and flood risk reduction/resiliency best management practices. This experience and education must show that the individual has proficiency in analyzing and solving complex environmental and water resource planning and engineering related problems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.19. JUNIOR CIVIL ENGINEER. The Junior Civil Engineer must have an undergraduate degree from an accredited college university in civil engineering. The Junior Civil Engineer must have four (4) years of successful experience which demonstrates a general understanding of the fundamental principles and techniques of engineering as it relates to engineering analysis of water and natural resources and the implementation of stormwater and flood risk reduction/resiliency best management practices.

C.5.20. SENIOR HYDROLOGIST. The Senior Hydrologist must have a graduate degree from an accredited college university in hydrology or engineering. The Senior Hydrologist must have eight (8) years of successful experience which demonstrates a proficient understanding of the fundamental principles and techniques of hydrology as it relates to performing hydrologic analysis supporting stormwater management and flood risk reduction studies. This experience and education must show that the individual has proficiency in analyzing and solving complex hydrologic and hydraulic related problems using latest computer programs and hydrologic information data systems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.21. JUNIOR HYDROLOGIST. The Junior Hydrologist must have an undergraduate degree from an accredited college university in hydrology or engineering. The Junior Hydrologist must have four (4) years of successful experience which demonstrates a general understanding of the fundamental principles and techniques of hydrology as it relates to performing hydrologic analysis supporting stormwater management and flood risk reduction studies. This experience and education must show that the individual is capable, under the guidance of a Senior Hydrologist, of

supporting the analysis hydrologic and hydraulic related problems using latest computer programs and hydrologic information data systems, and the ability to prepare findings in a written format.

C.5.22. SENIOR GIS TECHNICIAN. The Senior GIS Technician must have a graduate degree from an accredited college university in geography, engineering, or planning. The Senior GIS Technician must have eight (8) years of successful experience which demonstrates a proficient understanding of the fundamental principles and techniques of GIS as it relates to performing environmental and social analysis of water and natural resource projects. This experience and education must show that the individual has proficiency in analyzing and solving complex GIS related problems using latest computer programs and geographic information data systems, and the ability to prepare findings in a written and mapping format. The individual should have good verbal communication skills, be capable of dealing effectively with other people, and proficient cartography skills.

C.5.23. JUNIOR GIS TECHNICIAN. The Junior GIS Technician must have an undergraduate degree from an accredited college university in geography, engineering, or planning. The Junior GIS Technician must have four (4) years of successful experience which demonstrates a proficient understanding of the fundamental principles and techniques of GIS as it relates to performing environmental and social analysis of water and natural resource projects. This experience and education must show that the individual is capable, under guidance of a Senior GIS Technician, in analyzing and solving complex GIS related problems using latest computer programs and geographic information data systems, and the ability to prepare findings in a written and mapping format. The individual should have good cartography skills.

C.5.24. INTERDISCIPLINARY TECHNICAL I. The Interdisciplinary Technician I must have at least an undergraduate degree from an accredited college or university, with major study in (depending on the requirements of the delivery order) archeology, biology, chemistry, ecology, economics, engineering, geography, history, environmental sciences, or recreation planning; biological, archeological and architectural field methods; laboratory techniques; curation; cultural material preservation, and GIS analysis. The Interdisciplinary Technician I must have at least two (2) years of technical training or professional experience that demonstrates the ability to perform the tasks related to their particular discipline (i.e., archeological testing, archeological and architectural fieldwork surveys, flood plain assessments and evaluations, laboratory analysis, curation, cultural material preservation, and GIS analysis, interpretation and recovery; wetland delineation; habitat and species assessment; biological sampling and laboratory testing; economic analysis).

C.5.25. INTERDISCIPLINARY TECHNICIAN II. The Interdisciplinary Technician II must have practical work experience or an associates degree in (depending on the requirements of the delivery order) archeology, biology, chemistry, ecology, economics, engineering, geography, history, environmental sciences, or recreation planning, biological, archeological and architectural fieldwork methods; laboratory techniques; curation; cultural material preservation; GIS analysis and computer sciences. The Interdisciplinary Technician II must have at least two (2) years of technical training that demonstrates the ability to perform the tasks related to their particular field (i.e., archeological testing, archeological and architectural fieldwork surveys, flood plain assessments and evaluations, laboratory analysis, curation, cultural material preservation, and GIS analysis, interpretation and recovery; wetland delineation; habitat and species assessment; biological sampling and laboratory testing; economic analysis).

C.6. NON-LABOR ITEMS. The Contractor may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials and equipment necessary to execute the requirements of the contract. Any such requirements will be identified in the task order Performance Work Statement (PWS) and will be negotiated as part of the entire task order.

C.7 QUALITY MANAGEMENT. The Contractor must ensure that the quality of all work performed or produced under this contract meets Army approval, through the COR. Quality control/assurance plans must be prepared and approved by the COR prior to performance of physical work.

C.7.1 QUALITY ASSURANCE. A Quality Assurance Surveillance Plan (QASP) will be generated by the Government to monitor Contractor performance for services to ensure conformance with contract requirements. The QASP sets forth procedures and guidelines that USACE will use in evaluating the technical and safety performance of the Contractor. Activities identified in the QASP should be appropriately coded in the project schedule to allow for

planning of quality assurance inspections. The QASP is intended to accomplish the following, at least on a basic level: (a) Define the roles and responsibilities of participating Government officials; (b) Define the types of work to be performed with required end results; (c) Document the evaluation methods that will be employed by the Government in assessing the Contractor's performance; (d) Provide the Surveillance Activity Checklists and Corrective Action Request (CAR) forms that will be used by the Government in documenting and evaluating the Contractor's performance; (e) Describe the process of performance documentation; and (f) Outline quality assurance procedures to be employed by the Government during performance of the task order to confirm that work is conducted according to accepted standards.

C.7.2 QUALITY CONTROL. Following contract award and during project implementation, the Contractor shall develop and submit documentation of project-specific quality assurance and quality control activities prepared in accordance with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP). The Government will review and return the quality systems documentation, with comments, indicating acceptance or rejection. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Government for acceptance. In addition, the Contractor shall develop and submit Quality Control Summary Reports to summarize the quality control details of the contract project.

C.8. ENVIRONMENTAL REQUIREMENTS. The Contractor shall identify: applicable Federal, State and Local laws and regulations; applicable Installation specific orders, agreements, or rules; as well as Army and Department of Defense (DoD) requirements, such as those established by the DoD Explosive Safety Board; and perform its work in accordance with said authorities. The Contractor shall ensure that all activities performed by its personnel, subcontractors and suppliers are executed in accordance with said authorities. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the COR telephonically and then by written notice. Nothing in this contract shall relieve the Contractor of its responsibility to comply with applicable laws and regulations. The Contractor shall obtain all approvals necessary to accomplish the work. When the work to be performed requires facility clearances, the Contractor shall obtain them from the Installation with the assistance of the USACE point of contact (POC) prior to any work and coordinate all work with that POC prior to initiation. The Contractor is required to perform their own utility checks. The Contractor shall comply with all Installation or site specific time and procedural requirements (federal, state, and local) described in the approvals obtained. The Installation technical experts will also independently review Contractor work to ensure compliance with all applicable requirements.

C.9. PROTECTION OF PROPERTY. If it is necessary to access private property or other property outside the control of USACE or project sponsor, the Contractor shall submit a written request to the COR a minimum of 60 days in advance of the proposed entry date stating that a Right of Entry will be needed. The Contractor shall not enter any property not under the control of the USACE or project sponsor without an approved Right of Entry and shall be required to comply with all conditions specified in the Right of Entry. If the Army or project sponsor is unable to obtain the Right of Entry within 60 days, the Contractor shall make best efforts to complete the requirements of this contract without entering such property. The Contractor shall be responsible for any damage that may be caused to property of the United States (federal property) or any other property owned by others during the activities of the Contractor under this contract and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States or owned by others damaged or destroyed by the Contractor incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Contractor to a condition satisfactory to the COR or reimbursement is made by the Contractor sufficient to restore or replace the property to a condition satisfactory to the COR in accordance with Federal Acquisition Regulation (FAR) Clause 52.245-2.

C.10. HEALTH AND SAFETY REQUIREMENTS. Prior to beginning any field work, the Contractor shall produce, obtain acceptance from the Government Designated Authority (GDA), and implement a written Safety and Health Program (Accident Prevention Plan (APP), Site Safety and Health Plan (SSHP), and other appropriate appendices) in accordance with the provisions outlined in EM 385-1-1 and all applicable federal, state, and local laws and regulations. In creating the APP, the Contractor shall pay particular attention to paragraph 01.A.11 in that "The Contractor shall address each of the elements/sub-elements in the outline contained in Appendix A in the order they are provided in the manual." The Contractor shall ensure that its employees, subcontractors, suppliers and support personnel follow all safety and health provisions established in the accepted APP/SSHP. USACE reserves the right to stop work under this contract for any violations at no additional cost to USACE. Once USACE verifies that corrective action has been

implemented, the Contractor will be able to continue contract work. As a minimum, the SSHP shall contain the following elements: site description and contaminant characterization, Activity Hazard Analysis and Risk Assessment, safety and health staff organization and responsibilities, site specific training and medical surveillance parameters, personal protective equipment (PPE) and decontamination facilities and procedures to be used, monitoring and sampling required, safety and health work precautions and procedures, site control measures, on-site first aid and emergency equipment, emergency response plans and contingency procedures (on-site and off-site), logs, reports, and record keeping.

C.11. GOVERNMENT RIGHTS. USACE has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software produced under this contract, shall be USACE owned and are the property of USACE with all rights and privileges of ownership/copyright belonging exclusively to USACE. These documents and materials cannot be used or sold by the Contractor without written permission from the contracting officer (KO). All materials supplied to USACE shall be the sole property of USACE and cannot be used for any other purpose. This right does not abrogate any other USACE rights under the applicable Data Rights clause(s).

C.12. STAFFING. The Contractor will notify the COR of any changes in key personnel. The change of key personnel is subject to approval by the KO, although such approval will not be unreasonably withheld provided replacement personnel are of the same quality as originally proposed.

C.13. STOP WORK AUTHORITY. The KO has the authority to temporarily stop work on a project following a 24-hour (one working day) written notification to the Contractor. Stop work notices may be related to nonconformance to project specifications, lack of performance by the Contractor, financial considerations, funding considerations, and other circumstances outlined in the contract. Stop work notices may also be related to security levels that could prevent access to an Installation during a time of national crisis.

C.14. CONTRACTOR MANPOWER REPORTING. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes:

- (1) Contracting Office, KO, Contracting Officer's Technical Representative;
- (2) Contract number, including task and project order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractor);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractor);
- (7) Total payments (including subcontractor);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) 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);
- (10) 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);
- (11) Presence of deployment or contingency contract language, and,
- (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Period of performance is five (5) years from the time of award. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

C.15 MONTHLY PROGRESS REPORTS. The contractor shall submit by the 15th day of each month a monthly progress report summarizing activities of the preceding month (if at least 15 days of contract performance occurred in

that month) and planned activities for the following month. The report shall be a concise summary and include at a minimum, the following information:

- (1) Contracting Office, KO, Contracting Officer's Representative;
- (2) Contract number, including task and project order number;
- (3) Beginning and ending dates covered by the report;
- (4) Date of the report;
- (5) Contract completion date;
- (6) Contractor name, address, phone number, e-mails address, identity of contractor employee entering data;
- (7) Summary of accomplishments for the report month and planned accomplishments for the following month;
- (8) Safety reporting including field exposure hours and recordable and/or reportable accidents; (9) Record of deliverables submitted;
- (10) record of communication, correspondence, and invoices;
- (11) Estimate of percentage complete for each task and overall percentage complete;
- (12) Personnel changes, and,
- (13) If applicable an updated network analysis schedule.

Reports shall be submitted to the COR and USACE Project Manager in electronic format via email. Email attachments, if any, shall be in Adobe pdf or Microsoft Word format only. The subject of the email shall be the contract number with task order followed by "Monthly Progress Report" followed by the year and month of the report (e.g., "W912DR-99-D-9999 9999 Monthly Progress Report YYYY MM").

C.16 MONTHLY INVOICING. Mandatory monthly invoices (submitted on ENGINEER (ENG) Form 93 (1 Mar 78)) shall be submitted to NAB.Planning.Invoices@usace.army.mil on the 15th of the month for review and certification. Monthly invoices are mandatory; however, the total cumulative amount shall not exceed the percentage or stage of work that has been completed. A monthly invoice should be sent showing zero amount due when no work has been completed. Each invoice shall include the contract number, amount of the contract (including any mods), percent complete, value of percent complete, amount paid to date, and remit address. Each invoice will be audited by USACE staff to ensure that sufficient progress has been made to support payment. A completed Release of Claims form is to be attached to the final invoice.

The Contractor shall include a monthly progress report along with the invoice as justification for the amount of payment requested.

C.17 SECURITY REQUIREMENTS. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DOD, USAF, and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

C.17.1. ANTITERRORISM LEVEL 1 ANTITERRORISM LEVEL 1 AWARENESS TRAINING. All contractor employees, to include subcontractor employees, requiring access to Government Installations, Facilities, and Controlled Access areas shall complete Antiterrorism (AT) Level I, Awareness Training within 10 calendar days after a delivery order start date. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. Level 1 AT is available through ADLS by completing the Force Protection CBT.

C.17.2. OPSEC. If required, the contractor shall develop an OPSEC Plan and provide it to the COR or KO within 30 calendar days of a delivery order award to be reviewed and approved by the responsible Government OPSEC officer, per AFI 10-701, Operations Security. This Plan shall include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. For the contractor to effectively comply with OPSEC provisions of the contract, the organization will provide the following guidance: (1) Organization's Critical Information; (2) Adversaries' collection threat information as it applies to the organization's mission and the

contract; (3) Operations Security guidance; and (4) Specific OPSEC measures the organization requires (as appropriate). In accordance with AFI 10-701, Operations Security, OPSEC PMs/SMO/SMNCOs/Coordinators will provide OPSEC training or training materials to contract employees within 90 days of employees' initial assignment to the contract/delivery order and annually thereafter. General organizational orientations may need to be supplemented by duty-related orientations in the work center targeted toward specific critical information and vulnerabilities associated with the work. Initial training (OPSE 1301 – OPSEC Fundamentals) and refresher training (Security Administration) are both available on the ADLS website.

C.17.3. CAC REQUIREMENTS. The Common Access Card (CAC) is the Department of Defense's (DoD) Federal Personal Identity Verification (PIV) credential. The issuance of a CAC will be based on four criteria; (a) eligibility for a CAC and (b) verification of DoD affiliation from an authoritative data source IAW DoDM 1000.13, V1, DoD Identification (ID) Cards: ID Card Life Cycle, January 2014; (c) completion of background vetting requirements according to the Federal Information Processing Standards Publication 201-2, Personal Identity Verification (PIV) of Federal Employees and Contractors, August 2013, and DoD 5200.2-R, Department of Defense Personnel Security Program, January 1987; and (d) verification of a claimed identity. CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting System (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Trusted Associate Sponsorship System (TASS).

C.17.3.1. FOR CONTRACTORS THAT REQUIRE A CAC, it will be issued to contractor employees only if duties on a delivery order involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

C.17.3.2. FOR CONTRACTORS THAT DO NOT REQUIRE A CAC but require access to a DoD Facility and/or Installation, the contractor and all associated sub-contractor employees shall comply with adjudication standards and procedures using National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245) applicable Installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative) or at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

C.17.4 PHYSICAL SECURITY. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 20-MAY-2019 TO 20-MAY-2024	N/A	INSTALLATION SUPPORT BRANCH MICHAEL J. SCHUSTER PLANNING DIVISION 2 HOPKINS PLAZA BALTIMORE MD 21201 410-962-8160 FOB: Destination	W912DR
0002	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-5	Certification Regarding Responsibility Matters	OCT 2015
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
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
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	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	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

52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-4	Payment by Government to Contractor	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.246-25	Limitation Of Liability--Services	FEB 1997
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60days.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$15,000,000.

(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) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

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

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

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

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(End of provision)

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

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.00**, 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 **\$1,500,000.00**;

(2) Any order for a combination of items in excess of **\$9,500,000.00**; or

(3) A series of orders from the same ordering office within **10** 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 **5** 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 **the last task order's delivery date**.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

The Government intends to award up to three (3) IDIQ contracts to Certified 8(a) Small Business Firms determined to be the Best Qualified firm based on the selection criteria.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a 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 (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

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

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer 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 offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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 (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror 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 offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer 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 (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror 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 offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, 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 (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) (☐) It has, (☐) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) (☐) It has, (☐) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [☐] it has developed and has on file, [☐] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [☐] has not previously had contracts subject to the written affirmative action programs requirement of the rules

and regulations of the Secretary of Labor.

(End of provision)

52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following will be determined by the Performance Work Statement (PWS). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the each services wages will be included with each new task order based on the location of the work to be performed.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(For hand delivered protests)
U. S. Army Corps of Engineers
Baltimore District
2 Hopkins Plaza
Baltimore, Maryland 21201

(For mailed protests)
U. S. Army Corps of Engineers
Baltimore District
P. O. Box 1715
Baltimore, Maryland 21203-1715

(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):

<http://farsite.hil.arm.mil/>

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

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

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [insert dates].

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

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

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

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

(End of Clause)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

1.0 OVERVIEW.

1.1 This Request for Proposal (RFP) solicits for the MATOC for Planning, Environmental and Technical Professional Services Indefinite Delivery Indefinite Quantity Contract's (IDIQ's).

1.2 The award will up to three (3) Certified 8(a) Firm-Fixed-Price (FFP) IDIQ Task Order Contracts. Task orders issued under these contracts will be for planning, environmental, and technical projects to support both our military and civil works partners. Task orders issued under these contracts will be FFP incorporating applicable Service (Contract Act) wage determinations.

1.3 The purpose of these instructions is to establish a uniform evaluation procedure for the proposals by the Source Selection Boards and the development of the Best Value Decision by the Source Selection Authority (SSA) using the Trade-Off Process (See Federal Acquisition Regulation 15.101-1). In as much as the proposal shall describe the capability of the Offeror to perform the resulting contract. The proposal shall be specific and complete in every detail as well as be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract.

1.4 For the purposes of this solicitation, the Government will utilize a single phase process.

2.0 GENERAL INSTRUCTIONS

2.1 A contractor may offer more than one proposal by entering into more than one association. Associations may be joint ventures or include key team subcontractors. Any legally organized Offeror may submit a proposal.

2.2 Contractor Team Arrangements. Contractor Team Arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. In accordance with FAR Subpart 9.6, the Government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in the offer. The Offeror shall identify the major or critical aspects of the requirement to be performed by those identified in the Contractor Team Arrangement. The submission must contain a narrative that clearly explains the relevance to a particular factor of information concerning a company that is part of a Contractor Team Arrangement. The Government will consider the adequacy of this explanation in deciding the relevance of the information to this procurement. The teaming agreements shall be provided and submitted in Tab A of Volume 1.

2.3 If applicable, the Offeror shall submit evidence from the Offeror's Small Business Administration (SBA) Servicing Agency that the Offeror has notified and discussed the proposed joint venture for this project with the appropriate SBA personnel.

2.4 Information submitted about any company other than the Offeror, whether a predecessor company, affiliated company, subsidiary (including wholly owned subsidiaries), subcontractors that will perform major or critical aspects of this requirement, or other associated business, will not be evaluated for any factor unless the proposal contains a detailed narrative explaining why this submitted information is relevant to this acquisition. The Government will consider the adequacy of this explanation in deciding the relevance and weight of the information to this procurement. Information about subcontractors may not be given much weight unless the proposal contains evidence that the subcontractor is committed to perform the work. If information about a subcontractor is properly submitted and given weight during the evaluation, the expectation is that this subcontractor will perform this work. Before utilizing another subcontractor for this work, the Government must consent. **The Prime Contractor must perform a minimum of 50% of the work under this contract.**

2.5 Offerors shall submit their proposal to the address shown in Block 7 of Standard Form 33 (SF33).

2.6 Request for Information (RFI's) concerning this solicitation must be submitted by email no later than 29 March 2019 at 5:00 PM EST via email to Renee McMillan-Cox, Contract Specialist, at melissa.r.mcmillan-cox@usace.army.mil.

2.7 Proposals are due no later than the time and date specified in Block 9 of Standard Form 33 (SF33)

3.0 GENERAL PROPOSAL FORMAT:

3.1 Title Page. Include the title of the solicitation, solicitation number, Offeror name, and date of the submittal.

3.2 Table of Contents. Each volume of the proposal shall contain a detailed table of contents. The complete table of contents shall be included in each volume. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

3.3 Printed Matter Submissions. Written material shall be on 8 ½ x 11 inch paper printed in no less than a 10 point font. For organization charts or schedules, a folded 11" x 17" format may be used. The page count is at the discretion of the contractor. However, it is anticipated this should be approximately 25 pages but no more than 45 pages in total.

3.4 Offerors shall submit the following:

Volume 1 (Technical):

- Factor 1 – Technical Capabilities
- Factor 2 – Management/Organizational Plan
- Factor 3 – Past Performance of Similar Projects
- Factor 4 – Sample Project Narrative and Pricing

Volume 2 (Price):

- Factor 5 – Price (The Offeror shall submit the price schedule for this factor).

3.5 Proposals shall be marked:

Date of Closing: 22 April 2019

Time of Closing: 12 PM EST

Solicitation RFP: W912DR19R0010

Proposals are to be hand delivered to:

Baltimore District Corps of Engineers
2 Hopkins Plaza
Room 00-A-22
Baltimore, Maryland 21201

3.6 Electronic Submission. The Offerors shall provide one (1) original and three (3) copies of Volume 1 (Technical) and one (1) original and one (1) copy of Volume 2 (Price), above in paragraph 3.4 in separate binders. All Offerors shall submit their proposal on a CD-ROM in addition to the hard copies. Written portions of the proposal should be in MS Word or Adobe Acrobat PDF format. The electronic version shall be either a single file tabbed in the same order as the hard copy or multiple files hyperlinked to a single table of contents. The CD-ROM must be clearly labeled by solicitation number, project name, installation, and Offeror's name. The CD-ROM shall be marked with a label stating "Unclassified//Controlled Unclassified Info." In the event of any conflict between the electronic submission and the hard copy submission, the hard copy submission will govern and will be the material upon which

the Government bases its evaluation and ultimately, its decision. Electronic media may be submitted in an un-editable format.

3.7 Proposal(s) shall be organized and tabbed as follows:

VOLUME 1: Technical Proposal

TAB A: Company/Teaming Agreement(s), if applicable. See paragraph 2.2. Note to 8(a)—SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. See paragraph 2.3.

TAB B: FACTOR 1 Technical Capabilities

TAB C: FACTOR 2 Management/Organizational Plan

TAB D: FACTOR 3 Past Performance of Similar Projects

TAB E: FACTOR 4 Sample Project Narrative & Pricing

VOLUME 2: Price

TAB F: Standard Form 33 (SF33)

TAB G: Certificate of Corporate Authority

TAB H: Compliance Statement

TAB I: FACTOR 5 Price (The Offeror shall submit the price schedule for this factor).

TAB F: Standard Form 33 (SF33) completed and signed by authorized individual(s) of the Offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

TAB G: Certificate of Corporate Principal/Authority.

Sample: CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the proposal or signed contract if the Offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as bidder/Offeror therein, that _____, who signed this bid/proposal on behalf of the bidder/Offeror, was then _____ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____ (Corporate Seal)
(Signature)

(Typed Name of Corporation)

TAB H: Compliance Statement. The Offeror is required to certify that all items submitted in the technical proposal comply with the RFP requirements and any differences, deviations or exceptions must be stated and explained in this section. Offerors are required to complete the statement and submit it with their technical proposal. Even if there are no differences, deviations or exceptions, the Offeror must submit the Compliance Statement stating that no differences, deviations or exceptions exist.

Sample: Statement of Compliance: This Offeror hereby certifies this proposal is in compliance with the solicitation and its requirements. There are no exceptions, deviations or differences.

TAB I: FACTOR 5: The Offeror shall submit the price schedule for this factor. Profit will be negotiated per task order.

4.0 EVALUATION RATINGS

4.1 Proposal Ratings: Factors 1, 2, and 4 will be adjectivally rated. Offerors submitting proposals for this project should limit submissions to data essential for the evaluation of proposals.

See Section 6 – Evaluation Criteria below for a discussion of the evaluation criteria applicable to these factors.

4.2 Technical Rating Definitions. The following combined technical/risk rating definitions will be utilized in the evaluation of factors 1, 2 and 4.

TABLE 1 – COMBINED TECHNICAL/RISK RATINGS		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

4.3 Past Performance Assessment Definitions. Past Performance shall also be rated in accordance with the relevancy and confidence of the past performance. The following will be used for Factor 3:

Relevancy ratings will be used by the Government in assessing the relevancy of the submitted projects to allow assessment of the overall confidence rating.

<u>RATING</u>	<u>DESCRIPTION</u>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Factor 3 will be evaluated using the following Performance Confidence Assessments:

<u>RATING</u>	<u>DESCRIPTION</u>
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.
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 be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

5.0 SUBMISSION REQUIREMENTS

For purposes of this RFP, an "Offeror" may include a group of two or more entities that have formed a "contractor team arrangement," as that term is defined in the Federal Acquisition Regulation, Section 9.601. In the case of entities that have formed a contractor team arrangement, the experience and performance history of any member of the team, whether or not gained while working with the other member(s) of the currently-proposed contractor team arrangement, may be considered as a part of the evaluation of the Offeror's proposal. The Offeror shall submit evidence from the Offeror's SBA Servicing Agency that the Offeror has notified and discussed the proposed joint venture for this project with the appropriate SBA personnel.

In the case of contractor team arrangements involving a prime contractor and subcontractor(s), where the prime contractor submits the proposal in response to this RFP, the prime contractor must have completed at least two of the total number of projects submitted for Factor 3 for consideration in response to the experience requirements of this RFP.

An Offeror that relies upon the performance history of a member or members of a proposed contractor team arrangement will be expected to maintain that arrangement during performance of any contract awarded to that Offeror under this RFP. As a part of their proposal, the Offeror must provide a contractor team agreement signed by all parties, identifying the legal name(s) of all entities and describing the nature of each entity's relationship (partnership, joint venture, prime/sub or mentor/protégé) and their role on this project. Past Performance

information will not be considered without the teaming arrangements. This documentation shall be provided in Volume 1 of the Offeror's proposal.

5.1 FACTOR 1: TECHNICAL CAPABILITIES:

The Offeror must submit narratives to demonstrate their technical capabilities to complete the requirements as outlined in the Performance Work Statement, which include:

- Civil Works Investigations;
- Environmental Planning and Compliance Services;
- National Environmental Policy Act Services;
- Ecological Services;
- Cultural Services;
- Economic, Social, and Financial Services;
- Water Resource Services;
- Computer Data Management Services;
- Natural Disaster Emergency Planning and Preparedness Services;
- Facility Planning Services; and
- Public Involvement Services.

Technical capabilities and services presented under Factor 1 should demonstrate both Civil Works and Military capabilities.

5.2 FACTOR 2: MANAGEMENT/ORGANIZATIONAL PLAN: To facilitate evaluation, the Offeror shall organize the submitted material sequentially under tabs. Submit this information in the form of narratives and an organization chart.

5.2.1 Contract Narrative. The Offeror must submit a detailed narrative on their technical and management approach in order to ensure the successful completion of awarded task orders under this IDIQ. Include a discussion on the management and oversight of potential high-risk task orders and how the Offerors plan to mitigate these risks. Also, the Offeror shall describe how they intend to manage quality throughout the IDIQ.

5.2.2 Project Team Organization: The Offeror shall provide a narrative on how their project team will be structured for this IDIQ. They shall describe the principal contractors involved and their responsibilities and relationships to each other. **At a minimum, the following Key Personnel shall be identified:** Principal, Project Manager, Quality Control Manager (USACE QCM trained), and Technical Leads (NEPA Services, Ecological Services, Cultural Services, Economic Services, Water Resources Services – Flood Risk Management and Stormwater Management, Facility Planning Services, and Geographic Information System Services). All disciplines shall be led by an experienced professional registered in the discipline (if a professional registration is available). Resumes with professional credentials shall be provided. Discuss in detail the team roles and responsibilities, how the teams will interact and communicate, the organizational structure, etc. Submit an “Availability of Key Personnel” statement that indicates each individual’s current assignment and the Offeror’s plan to ensure that the named personnel will be used on this project; however, if the named person isn’t available upon award, a person with the same or better qualifications shall be substituted and approved by the Government. Identify the portion the Offeror intends to self-perform and the items customarily subcontracted.

This organization chart should include the Offeror’s key personnel, as identified above, and key subcontractors. The organizational chart shall show the relationship of each entity to the Offeror.

The Key Personnel Resumes shall also include the following:

1. Personnel’s Title on this project
2. Number of years with this contractor and with other contractors
3. Number of years in this position or role
4. Specialization

5. Professional Registration (Type and State Registration)
6. Personnel's specific experience and qualifications relevant to this project

5.3 FACTOR 3: PAST PERFORMANCE OF RELEVANT PROJECTS: Projects submitted must demonstrate past performance by the successful completion of similar projects within six years of the original date of issuance of this RFP. The Offeror shall submit past performance information on at least eight but not more than twelve completed similar projects. In the case of a joint venture teaming arrangement, each member of the joint venture entity must each submit at least one project under this factor. The information regarding the projects that is required to be supplied is identified on the form entitled "CONTRACTOR PAST EXPERIENCE" (See Attachment A included in the body of this solicitation).

Similar projects shall demonstrate all of the following project types/services (either individually or in combination thereof):

- Civil Works Investigations;
- Environmental Planning and Compliance Services;
- National Environmental Policy Act Services;
- Ecological Services;
- Cultural Services;
- Economic, Social, and Financial Services;
- Water Resource Services;
- Computer Data Management Services;
- Natural Disaster Emergency Planning and Preparedness Services;
- Facility Planning Services; and
- Public Involvement Services.

The Offeror may submit other types of projects, but must explain the relevancy of those projects to the project that is being solicited in this RFP.

The Offeror shall provide the assigned performance evaluations for the submitted projects that demonstrate the Offeror's performance on recent and relevant projects. The Offeror shall provide formal performance evaluation if available. The Government's preference is the formal evaluation. If the formal evaluation is included, a Past Performance Questionnaire (PPQ) is not required.

If a formal evaluation is unavailable, the Offeror shall obtain the information using the Past Performance Questionnaire (PPQ) included (See Attachments B included in the body of this solicitation). The Past Performance Questionnaire included in the solicitation is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 3, Past Performance of Similar Projects. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQ should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Renee McMillan-Cox via email at melissa.r.mcmillan-cox@usace.army.mil prior to proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. Offerors may use previously completed PPQs and do not need to have one completed specifically for this project but must include it as a hardcopy.

Offerors may include performance recognition documents received within the last six years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the PPIRS, using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or

parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

5.4 FACTOR 4: SAMPLE PROJECT NARRATIVE & PRICING:

The Offeror will submit a technical narrative, proposed pricing, and schedule for the provided sample project. The technical narrative must outline the Offeror's technical approach, assumptions, and project team organizational chart and shall not exceed three pages. The proposed pricing will identify the labor fees for each technical discipline to complete each task and will include all direct costs (e.g., travel, equipment, report production, etc.) The Offeror shall submit a proposed project schedule based on the scope of work provided. The schedule shall be task oriented, indicating the number of calendar days by which deliverables are to be achieved. (See Attachment C included in the body of this solicitation).

VOLUME 2: Price Proposal

5.5 FACTOR 5: PRICE: The offeror shall submit the price schedule for this factor.

6. EVALUATION CRITERIA

6.1 FACTOR 1: TECHNICAL CAPABILITIES: Evaluation of the offer shall address each element as it applies to the PWS. A detailed explanation of the criteria for the evaluation is set forth in the "Evaluation Approach", SSP. During evaluation of each offer, the Government will assign an adjectival rating and write an evaluation reflecting the identified findings.

6.2 FACTOR 2: PROJECT MANAGEMENT/RISK MANAGEMENT PLAN: For this factor, the Offeror will be rated on an adjectival basis. Offerors will receive one rating for this Factor. This rating considers all items in Factor 5.2. All items in 5.2 are evaluated equally.

The Offeror shall meet the requirements of this factor if the section adequately addresses all of the elements identified in paragraph 5.2. To achieve an "acceptable" the offer must submit information listed in paragraph 5.2 that demonstrates that the Offeror is capable of meeting all requirements and objectives stated for each element.

6.3 FACTOR 3: PAST PERFORMANCE: Past performance will be rated in terms of how likely there is a performance risk to the Government; that is, high confidence performance ratings will be taken as indicators of a low risk that the offeror will successfully perform the work. The more relevant a proposed project is, the more consideration it will be given in the overall confidence assessment rating. If an Offeror has no record of relevant past performance, or if information on the Offeror's past performance is so sparse, that no meaningful confidence assessment rating can be reasonably assigned, the Offeror must state that fact. That Offeror will be assigned an "unknown confidence rating" and its proposal will not be evaluated either favorably or unfavorably on past performance.

If a submitted project does not meet the minimum requirements identified above, that submitted project will not be considered for purposes of evaluation of FACTOR 3. In the situation where the minimum number of three projects is not met, the highest rating that may be assigned is 'Limited Confidence'. For example, if a project was completed more than six years from the original date of RFP issuance, it will not be considered for purposes of evaluation of FACTOR 3.

6.4 FACTOR 4: SAMPLE PROJECT NARRATIVE & PRICING: Based on a Government provided sample project scenario (see Attachment C – Sample Project), each proposing contractor shall prepare a technical approach and price proposal for the sample project as it relates to the IDIQ's PWS. The Government will assign an overall adjectival rating to the factor and write a narrative evaluation reflecting the identified findings.

6.5 FACTOR 5: PRICE: Price Analysis: The process of examining and evaluating an Offeror's proposed price to determine if it is fair and reasonable without evaluating its separate cost elements and proposed profit/fee will be conducted in accordance with FAR Part 15. Price analysis may involve comparison with other prices; e.g., comparing an Offeror's proposed price with the proposed prices of competing Offerors or with previously proposed prices for the same or similar items.

7. EVALUATION PROCEDURE

7.1 SSA will review all prepared reports against the solicitation requirements and the approved evaluation criteria to ensure an equitable, impartial, and comprehensive evaluation against the solicitation requirements was conducted. The fundamental responsibility of the Technical Evaluation Board (TEB) and Price Evaluation Board (PEB) is to provide the SSA with information to make an informed and reasoned selection. The TEB will therefore prepare a summary report containing adjectival assessments for each factor and their supporting rationale and brief the SSA and prepare any necessary items for discussion.

7.2 Ratings on individual factors to include all supporting documentation will be provided to the Source Selection Authority. The SSA, will independently exercise prudent business judgment that will determine up to three (3) Certified 8(a) contractors that propose the best offers to the Government.

7.3 Discussions: Offerors are advised that it is the intent of the Government to make an award without discussions. Therefore, proposals should be submitted on the most favorable terms that the Offerors can submit to the Government. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. If discussions are necessary, a Competitive Range shall be established. The Government retains the discretion in limiting the competitive range to a number of proposals that will enable efficiency.

7.4 Exceptions to the contractual terms and conditions of the solicitation (e.g., standard terms and conditions) may result in a determination to reject a proposal.

7.5 The Government reserves the right to reject any or all proposals at any time prior to award.

7.6 Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

8. BASIS OF AWARD

When combined, all non-price factors (Factors 1, 2, 3, and 4) are approximately equal to price (Factor 5). All non-price factors are in descending order of importance (i.e. Factor 1 is more important than Factor 2, which is more important than Factor 3, which is more important than Factor 4).

EVALUATION FACTORS	
Non-Priced Factors	
Factor 1 – Technical Capabilities	
Factor 2 – Management/Organizational Plan	
Factor 3 – Past Performance of Similar Projects	
Factor 4 – Sample Project Narrative & Pricing	
Priced Factor	

Factor 5 – Price
When combined, all non-price factors (Factors 1, 2, 3, and 4) are approximately equal to price (Factor 5). All non-price factors are in descending order of importance (i.e. Factor 1 is more important than Factor 2, which is more important than Factor 3, which is more important than Factor 4).

Trade-off Analysis: After all of the evaluations have been completed, the SSA will consider all factors to determine which Offerors submitted the proposal that represents a “best value” to the Government for this project. The SSA will have all technical information and pricing information available to make its decision. There will be up to three (3) awards made under this MATOC to Certified 8(a) Contractors.

9. EVALUATION FORMS & SAMPLE PROJECT

Evaluation forms required to be used in responding to this RFP and Sample Project requirements for Factor 4 are provided on the following pages.

Attachment A: Contractor’s Past Experience

Attachment B: NAVFAC/USACE Past Performance Questionnaire (Form PPQ-0)

Attachment C: Sample Project Requirements for Factor 4

Attachment D: Sample QASP (that will be included with each task order RFP depending on the PWS for that particular requirement).

Attachment A
Contractor's Past Experience

<<Picture>>	Contractor's Name (Who performed the work?):	
	Project Name:	Project Location: City, State
	Project Owner: Point of contact information (owner name, POC name, address, and phone minimum) If Government Contract, additionally provide the contract number and contracting office)	
Detailed Description: General scope and relevance. Provide a description of the project. Be sure to include features of this project that make it comparable in type or nature to the proposed project described in this request for proposal. Also, include a detailed explanation of Relevancy.		
Problems encountered during performance and solutions to stated problems:		
Lessons learned:		
REA's: # Submitted/\$ Submitted	Claims: # Submitted/\$ Submitted	
# Approved/\$ Approved	# Granted/\$ Granted	

Safety: DART Rate, Man hours			
BGSF: XXX,XXX		Lost Time Accidents:	
Schedule:			
Start Date: MM-DD-YYYY	Original Completion: MM-DD-YYYY	Final Contract Completion: MM-DD-YYYY	Beneficial Occupancy Date: MM-DD-YYYY
Cost:			
Original Project Cost:	Final Project Cost:	Cost Difference	
Original Subcontractor Cost:	Final Subcontractor Cost:	Cost Difference	

Attachment B

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: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> 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: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> 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 <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> 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:

NOTE: NAVFAC/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's/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.

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 preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	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	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	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	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	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	VG	S	M	U	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	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	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	VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	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	VG	S	M	U	N

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*):

Attachment C
SAMPLE PROJECT
PERFORMANCE WORK STATEMENT
National Environmental Policy Act and Stormwater Management Support
30 December 2018

PROJECT DESCRIPTION

The U.S. Army Corps of Engineers, Baltimore District (USACE) is requesting Contractor support for the following three projects:

1. Prepare an Environmental Assessment for the implementation of shoreline protection strategies at Adelphi Laboratory Center's (ALC) Blossom Point Research Facility (BPRF). The measures proposed include a combination of stone structures, particularly sills and breakwaters, along with sand nourishment;
2. Develop a Stormwater Model for the City of Frederick, MD to help meet local, state and federal stormwater requirements; and
3. Conduct a Condition Assessment of the MS4 Stormwater Infrastructure for York County Planning Commission

TASK DESCRIPTION

Task 1: NEPA Analysis and Preparation of Environmental Documentation

The Contractor will prepare an Environmental Assessment (EA) for implementation of shoreline protection strategies at BPRF in accordance with the National Environmental Policy Act (NEPA), the CEQ regulations (40 CFR Parts 1500 – 1508), and 32 CFR Part 651. The EA will include a description of the proposed action and alternatives, existing conditions, environmental consequences, impact table, and conclusions, as well as a draft Finding of No Significant Impact (FONSI).

The Contractor will use pertinent baseline information that may be available from ALC, agency coordination, current management plans, and other information sources to develop the EA. The Contractor will identify, and locate or develop any additional data necessary to perform the analysis.

The Contractor will use the *U.S. Army Garrison Adelphi Laboratory Center Blossom Point Research Facility Shoreline Management Plan for Potomac River and Nanjemoy Creek* dated September 2016 and any other available data to prepare a Description of the Proposed Action and Alternatives (DOPAA). The DOPAA will include an introductory section to include the background, purpose, and need for the project; a proposed action section to include major project elements; and an alternatives section to include the no action alternative as well as any other alternatives developed during project planning and design. The Contractor will provide the draft DOPAA to USACE for review. USACE will provide comments to the Contractor to update the DOPAA. The updated draft DOPAA will be reviewed by ALC, and provided back to the Contractor to address comments.

Once the proposed action and alternatives have been approved by ALC, the Contractor will prepare a Public Notice and initial coordination letters for the appropriate local, state, and Federal resource agencies as necessary for the EA, Section 7 of the Endangered Species Act, and Sections 106 and 110 of the National Historic Preservation Act for ALC approval and signature. ALC will provide all signed correspondence and agency comments to the Contractor and USACE for inclusion in the EA. The Contractor will be available to attend Interagency Review Team meetings in support of ALC.

The Contractor will identify and conduct an evaluation of potential beneficial and negative impacts on the human and natural environment resulting from the proposed development and alternatives, including perceived cumulative impacts. The Contractor will also consider potential effects to historic properties following the review process established by Section 106 of the NHPA. The Contractor will consider any other relevant past, current, and future projects at and around ALC in the cumulative impact analysis through a review of any available local development plans. The Contractor will notify USACE if any findings demonstrate a ranking of anything higher than "minor impacts" during their analysis. The Contractor will identify potential approvals and/or permits that could be needed within the evaluation, though no permits will be obtained through this effort. The Contractor will prepare figures and maps for the EA in GIS, as appropriate.

The Contractor will provide a draft EA to USACE for review, to include figures, a Record of Non-Applicability, if necessary, and a draft FONSI in electronic formats prior to the public comment period. USACE will provide comments to the Contractor to update the draft EA. The updated draft EA will be reviewed by ALC, and provided back to the Contractor to address comments. If necessary, the Contractor will facilitate a meeting to discuss and reconcile comments. After all ALC comments are addressed, the Contractor will prepare the final draft for public review. At

the conclusion of the public comment period, the Contractor will work with USACE and ALC to address comments and prepare a final EA and FONSI. The Contractor will provide the final EA and FNSI in hard copy (printed double sided) and on CD-ROM.

Once the EA draft is approved by ALC, the Contractor will prepare a Notice of Availability (NOA) for review by ALC. The NOA will advertise the availability of the document, will initiate the 30-day public comment period, and will contain a brief description of the project and instructions for interested parties to submit comments. Upon approval, the Contractor will publish the Public Notice in the newspaper. The Contractor will prepare copies of the EA and deliver to the appropriate agencies and libraries.

The Contractor will prepare a Federal Consistency Determination for compliance with the Coastal Zone Management Act using available existing information. Mitigation measures that may be required for consistency will be provided by ALC for inclusion and completion of the Federal Consistency Determination.

The Contractor will be available to participate in site visits, in-progress meetings, or telephone conferences with project stakeholders if necessary and if requested to do so by USACE. The Contractor will provide draft copies of all forms and reports in electronic form to USACE for approval prior to finalization. USACE will review and provide comments to the Contractor and USACE will issue final approval. The Contractor will provide the approved finalized versions to USACE as two electronic copies and two hard copies of the EA and FNSI.

Task 2: Stormwater Modeling – City of Frederick, MD

The study area for this investigation is the City of Frederick in Frederick County, Maryland. Property owners within the City of Frederick have experienced substantial flooding during larger storm events, like the event that occurred in May 2018, when extensive damage occurred as a result of inadequate stormwater infrastructure. Much of the development within the areas of the City that were flooded occurred prior to the enactment of modern stormwater management regulations. Runoff generated from impervious surfaces during intense storm events has the potential to overwhelm existing infrastructure causing flooding resulting in loss of property and potentially, injury or loss of life. In addition, during the May 2018 flood, several primary roadways were inaccessible due to flooding, which caused significant issues for first responders trying to assist those in need.

The City of Frederick requests assistance completing a flood resiliency study for areas prone to stormwater and urban riverine flooding. This study would provide the City with a plan for reducing the risk of flooding to property owners and critical roadways. There are two specific study areas: the **Motter Avenue study area**, which ultimately outfalls to Monocacy Village Park at East Street. This area is generally bound by East Street up to 14th Street on the east, 14th Street on the north, 7th Street Shopping Center and portions of College Estates Subdivision on the west, and 7th Street on the south; and the stormwater system that empties into **Carroll Creek near Kline Avenue study area**.

The Contractor will complete a study to assess the drainage basin and calculate and analyze impacts of stormwater runoff for the 2, 10 and 100-year storms to the current built environment for two study areas: the **Motter Avenue study area**, which ultimately outfalls to Monocacy Village Park at East Street. This area is generally bound by East Street up to 14th Street on the east, 14th Street on the north, 7th Street Shopping Center and portions of College Estates Subdivision on the west, and 7th Street on the south; and the stormwater system that empties into **Carroll Creek near Kline Avenue study area**.

Hydrologic and hydraulic analyses will also account for future growth and development within these areas and any associated impacts. Areas which may lack sufficient infrastructure to safely convey the 10-year storm shall be identified along with recommended projects to address the potential flooding. Additionally, areas which are likely to experience catastrophic losses from the results of a 100-year storm event shall be identified along with opportunities to minimize those impacts through any combination of additional infrastructure, reduction in impervious area, or potential improvements to private property. In order to achieve these objectives, the following sub-tasks are proposed:

Stormwater Modeling

The objective of this task is to develop stormwater modeling to identify/confirm the existing and future risk of stormwater flooding in the study area. USACE will conduct stormwater surveys, and will provide the Contractor with the stormwater system data that will be input into the model and the 1D hydraulic simulation. Based upon the City of Frederick GIS database, it is estimated that no more than 600 structures will be surveyed across both study areas and included in this dataset that will be provided to the Contractor. The Contractor will host up to three in person meetings, one of which is a kickoff meeting.

The Contractor will develop stormwater modeling for the study area using XPSWMM, which is an integrated 1D-2D model that can simulate complex piping networks such as the system in the study area. The SWMM runoff method would be utilized in the hydrologic computation in the model. Input data for the SWMM runoff method includes drainage area, time of concentration, and percent impervious land. Using the best available terrain and land use data, these variables will be computed as part of this task and entered into the model.

The 1D hydraulic model will be linked to the best available terrain data to compute the 2D flood areas as a result of insufficient system capacity. The model will be calibrated to known storm events wherever data exists to do so. This data would include rainfall data, flow rate data from outfalls, and flood area observations. The calibrated model would then be run for synthetic storm events to determine flood areas. It is anticipated that the model will be run for the 2-year, 10-year, and 100-year storms. Additional storms can be run at the request of the City of Frederick.

Once the calibrated existing-conditions model is completed, the Contractor will also input future growth and development plans in the study areas, to be provided to the Contractor, into a future-conditions model to determine the potential impacts to flooding within the study area.

Outputs from the XPSWMM models would include numerical results (tables and reports), flood boundaries and depth grids, stormwater system profiles, and other results. Animations are also available as results from the XPSWMM model. The Contractor will coordinate with USACE to deliver the data in a useable format after the completion of the modeling.

Development of Alternatives to Reduce Stormwater Flood Risk

The objective of this task is to develop alternatives for reducing the risk of stormwater related flooding within the two study areas. The models created above will be used to assess the effectiveness of alternatives for improving the stormwater conveyance. Alternatives may include (but not limited to) flow diversions, new stormwater detention/retention facilities, retrofitting existing stormwater facilities, infrastructure improvements, Low Impact Development (LID), pump stations, or a combination thereof.

The alternatives developed may be considered individually or in combination with one another. The Contractor will develop planning-level conceptual plans and generalized construction cost estimates for the alternatives. The constraints to implementing the alternatives may exist and will be identified. The intent of this task is to provide the City of Frederick with a plan to use as a basis for future actions to include designs for the selected recommended improvements including Construction Documents and Specifications ready for bid; acquisition of required rights-of-way or easements; acquisition of required permits; and construction of selected recommended improvements.

Reports (for two study areas)

The Contractor will prepare a technical report for each site describing the methodology used and the results of the study. The report will contain (at a minimum): an introduction to the two study areas; methodology for the stormwater modeling; results of the analyses; hard-copy flood risk mapping; and description and planning-level drawings/diagrams for alternatives. This task also includes an independent quality control review that will be completed by USACE.

All data will be provided digitally on a project disc. The project disc will contain all data produced in this study, including GIS data, modeling, a digital copy of the report, field notes/sheets, and photographs.

It is anticipated that the Contractor will provide USACE a draft report for review and comment. The Contractor will address USACE comments. After USACE review, the City of Frederick will review, and the Contractor will incorporate comments into a final report.

Task 3: Stormwater Infrastructure Condition Assessments – York County, PA

The study area is York County, located in South Central, PA, adjacent to Cumberland, Dauphin, Adams and Lancaster Counties, and borders the state of MD. It consists of 72 municipalities (city, townships and boroughs) and is a large contributor of stormwater to the Susquehanna River, and ultimately the Chesapeake Bay. Its geographic area is approximately 911 square miles with a large mixture of urban, suburban and rural areas, combined containing a population of over 430,000 residents. (<http://www.york-county.org/>)

York County's stormwater program developed a joint effort to address stormwater requirements in Pennsylvania. In 2017, the YCPC successfully developed and received approval for a regional Chesapeake Bay Pollutant Reduction Plan (CBPRP) by Pennsylvania Department of Environmental Protection (PaDEP), which was adopted by forty-four (44) municipalities. The York County Planning Commission (YCPC) began administering the Plan by working with

these municipalities to implement best management practices (BMP) in order to show incremental progress towards reducing stormwater pollutant loads. As part of the implementation of the CBPRP, the YCPC evaluated different scenarios for achieving an efficient, sustainable stormwater management program in support of meeting the Municipal Separate Storm Sewer System (MS4) permit related requirements. As a result of these stormwater requirements, YCPC is requesting assistance with conducting an assessment of the MS4 stormwater infrastructure and confirmation on conductivity of the stormwater outfalls and infrastructure (inlets, manholes, channels, and pipes). YCPC also requests assistance with developing an ESRI database to store stormwater datasets and other related spatial information.

Using existing information, the Contractor will conduct an assessment of the MS4 stormwater infrastructure and confirm conductivity of the stormwater outfalls and infrastructure (inlets, manholes, channels, and pipes). The Contractor will also work with USACE and the YCPC to develop a database to an ESRI- based data model to store stormwater datasets and other developed or related spatial information.

- Evaluate existing data for completeness, accuracy, quality, connectivity, and data gaps.
- Determine what GIS layers may need to be enhanced and/or created
- Perform field data collection, verification, inventory, inspection and attribution of stormwater assets for municipalities within the Authority for approximately 9 weeks of field work for a 2-person team.
- Confined space entry is not required for the survey and assessment. Each structure will be assessed for conveyance and physical condition and deficiencies will be noted.
- Perform post-processing of field data collected to complete both the structure and pipe datasets.

The end product of this task will be a stormwater system GIS geodatabase containing all assessed features including coordinating attribute data, which will be used for planning purposes. Each stormwater asset will be attributed with data such as, but not limited to length, slope, size, material, and invert. A secondary product will be a complete assessment of the condition of the conveyance system at each facility included in the GIS geodatabase.

Assumptions:

1. *It is assumed that approximately (but not limited to) 50 structures will be surveyed and assessed per day. The number of structures surveyed per day is not limited to 50 because conditions can change based on field conditions. It is assumed that the number of structures assessed will be maximized to the fullest extent possible. Structures are defined as manholes, inlets, outfalls and stormwater control features. If surveying occurs separately from the assessment, it is assumed that approximately 100-150 structures will be surveyed per day. All structures surveyed will be surveyed with a horizontal and vertical elevation tolerance of + or – 3 inches.*
2. *Field survey and assessment is estimated at 9 weeks for a 2-person team.*
3. *YCPC will provide any existing stormwater data to USACE which will provide it to the Contractor.*
4. *It is assumed that YCPC will provide priority areas on where to begin the study.*
5. *If ArcGIS Online interface is used, the YCPC will utilize its existing licenses and provide the required login seat(s) to the contractor for collection/assessment purposes.*
6. *The local sponsor (County/City etc.) will provide the field crew a clear path in order to assess the stormwater assets.*

SCHEDULE AND PERIOD OF PERFORMANCE

The period of performance will be 12 months from award of this contract

GENERAL ASSUMPTIONS

- A. The Contractor shall furnish all labor, materials, appliances, and equipment to complete the work as specified herein.

COORDINATION AND EXECUTION OF WORK

The Contractor shall be responsible for the professional and technical accuracy of all work or services rendered. The products submitted to USACE shall fully meet the requirements of the task order. Submittals shall be reviewed for technical accuracy.

The Contractor shall establish and maintain very close coordination with USACE and copy-furnish USACE on all communications. Coordination may be in the form of telephone calls, electronic mail, correspondence, and/or informal and formal meetings.

All data, reports, and other materials produced under this task order are the property of the U.S. Government and will not be released by the Contractor or its affiliates without written approval from USACE.

MONTHLY PROGRESS REPORTING:

18. Monthly, p. 54, standardize punctuation for each subpart.

The Contractor shall submit by the 10th day of each month a monthly progress report summarizing activities of the preceding month (if at least 15 days of contract performance occurred in that month) and planned activities for the following month. The report shall be a concise summary and include at a minimum, the following information:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Representative;
- (2) Contract number, including task and task order number;
- (3) Beginning and ending dates covered by the report;
- (4) Date of the report;
- (5) Contract completion date;
- (6) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (7) Summary of accomplishments for the report month and planned accomplishments for the following month;
- (8) Indicate whether you are on or off schedule, reason for delay, if applicable;
- (9) Problems encountered during the period and corrective action, if applicable;
- (10) Safety reporting including field exposure hours and recordable and/or reportable accidents;
- (11) Record of deliverables submitted;
- (12) Record of communication, correspondence, and invoices;
- (13) Estimate of percentage complete for each task and overall percentage complete;
- (14) Personnel changes; and
- (15) If applicable an updated network analysis schedule.

Reports shall be submitted to the COR and COTR in hard copy as well as via email. Email attachments, if any, shall be in Adobe pdf or MS Word format only. Email submittals shall include the project manager. The subject of the email shall be the contract number with task order followed by "Monthly Progress Report" followed by the year and month of the report (for example "W912DR-99-D-9999 9999 Monthly Progress Report YYYY MM").

PAYMENT OF INVOICES

Mandatory monthly invoices (submitted on ENGINEER (ENG) Form 93 (1 Mar 78)) shall be submitted to NAB.Planning.invoices@usace.army.mil by the 15th of the month for review and certification. Monthly invoices are mandatory; however, the total cumulative amount shall not exceed the percentage or stage of work that has been completed. A monthly invoice should be sent showing zero amount due when no work has been completed. Each invoice shall include the contract number, amount of the contract (including any mods), percent complete, value of percent complete, amount paid to date, and remit address. Each invoice will be audited by USACE staff to ensure that sufficient progress has been made to support payment. A completed Release of Claims form (attached) is to be attached to the final invoice.

The Contractor shall include a progress report along with the invoice as justification for the amount of payment requested.

Each progress report shall include:

- * A brief description of activities that occurred over the payment estimate time period;
- * A brief description of upcoming activities that are expected to occur in the current month;
- * Estimated percentage complete

The Contractor shall not depart from, nor perform beyond, this Performance Work Statement (PWS) and its referenced criteria without the written approval of the Contracting Officer's Representative (COR).

CONTRACTOR MANPOWER REPORTING

"The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to 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; (2) Contract number, including task order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identify of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractor); (6) Estimated direct labor dollars paid this reporting period (including sub-contractor); (7) Total payments (including sub-contractor); (8) Predominant Federal Service Code (FSC) for each sub-contractor if different; (9) Organization 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); (10) Location where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest City, County, when in an overseas location, using standardized nomenclature provide on website); (11) Presence of deployment or contingency contract language, and, (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

E. DISCUSSIONS:

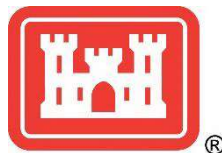
If necessary, the Procuring Contracting Officer (unless delegated to the Contract Specialist) will lead discussions with Offerors, and will be assisted by the TEB Chair and evaluation team members as may be necessary. Discussions will be tailored to each Offeror's submittal, and shall be held only with those Offerors included in the competitive range as approved by the SSA. Any and all rounds of discussions, to include the request for Final Proposal Revisions, will be conducted and documented as prescribed in FAR Part 15.

Attachment D
SAMPLE QASP

(a QASP will be included with each task order depending on the performance work statement for that requirement)

Quality Assurance Surveillance Plan
Insert Task Order Title

Prepared By



U.S. Army Corps of Engineers, Baltimore District
Contracting Division
2 Hopkins Plaza

Baltimore, Maryland 21201

Insert Date

LIST OF TABLES**Table 1 – Subject Matter Experts****Table 2 – Evaluation Areas & Ratings Criteria****Table 3 – Key Deliverables by Evaluation Areas****Table 4 – Specific Evaluation Criteria for Established Key Deliverables****LIST OF ATTACHMENTS****Attachment A: Quality Assurance Monitoring Form****LIST OF ACRONYMS & ABBREVIATIONS**

COR	Contracting Officer's Representative
KO	Contracting Officer
PM	Project Manager
PMP	Project Management Plan
POC	Point of Contact
QAMF	Quality Assurance Monitoring Form
QAR	Quality Assurance Report
QASP	Quality Assurance Surveillance Plan
SME	Subject Matter Experts
PWS	Performance Work Statement
USACE	U.S. Army Corps of Engineers

1.0 OVERVIEW

1.1 Introduction. This Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the Contracting Officer's Representative (COR) will use in evaluating the technical and quality performance of the Contractor in accordance with the terms and conditions of the performance work statement (PWS) for the SB MATOC IDIQ. A copy of the signed final plan will be furnished to the Contractor so that the Contractor will be aware of the methods that the COR will use in evaluating performance of this contract, and will be uploaded to CORT.

1.2 Purpose. The purpose of the QASP is to ensure that the performance of specific activities and the completion of final project deliverables are accomplished in accordance with all requirements set forth in the PWS and outlined in the Project Management Plan (PMP). This QASP describes the mechanism for documenting noteworthy accomplishments or discrepancies for work performed by the Contractor. Information generated from COR's surveillance activities will directly feed into performance discussions with the Contractor. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, the Army receives the quality of services called for in the contract, and the Army only pays for acceptable services received.

The QASP is intended to accomplish the following:

- Define the role and responsibilities of participating Army officials.
- Define the final deliverables and standards that will be assessed.
- Describe the surveillance methodology that will be employed by the Army in assessing the Contractor's performance.
- Describe the surveillance documentation process and provide copies of the forms that the Army will use in evaluating the Contractor's performance.
- Outline quality assurance procedures to be employed by the Government during performance of this task order.
- Define Evaluation Areas, including Quality, Schedule, Management, Small Business, Regulatory Compliance, and other areas (as applicable).
- Define Exceptional, Very Good, Satisfactory, Marginal, and Unsatisfactory performance standards for final deliverables and standards.
- Ensure clarity on recent changes to the formulation of contractor evaluations, from an overall/cumulative rating to a recommend/do not recommend.
- Outline corrective action procedures.
- Describe payment procedures.

2.0 ROLES AND RESPONSIBILITIES OF QUALITY ASSURANCE ARMY OFFICIALS

2.1 Contracting Officer. The Contracting Officer (KO) has overall responsibility for overseeing the Contractor's performance. The KO is responsible for the day-to-day monitoring of the Contractor's performance in the areas of contract compliance, and 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. It is the KO that assures 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 for this contract is Sharon L. Alexander at the U.S. Army Corps of Engineers (USACE), Baltimore District, 410-962- 0191 Email:. Questions for the KO should be directed to the assigned USACE Contracting Specialist, Renee McMillan-Cox at Melissa.r.mcmillan-cox@usace.army.mil.

2.2 Contracting Officer Representative (COR). The Contracting Officer's Representative (COR) is responsible for technical administration of the project and assures proper Army surveillance of the Contractor's performance. The COR is responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR for this contract is Michael Schuster at the U.S. Army Corps of Engineers (USACE), Baltimore District, 410-962-8160, Michael.J.Schuster@usace.army.mil. Questions for the COR should be directed to the assigned USACE Project Manager, Heather Cisar 410-962-2911.

2.3 Technical Expertise and Subject Matter Experts. The KO and COR may call upon the technical expertise of other Army Officials and subject matter experts (SME) as required. These Army Officials and SMEs may be called upon to review technical documents and products generated by the Contractor. For this contract, the following Army Officials and SMEs have been identified:

TABLE 1 – Subject Matter Experts

CENAB-PL-I	<i>Insert Name</i> Project Manager
CENAB-PL-I	<i>Insert Name</i> Contracting Officer's Representative

If additional Army Officials and SMEs are identified as work progresses, the QASP will be modified to capture this information.

3.0 METHODS FOR PERFORMANCE ASSESSMENT

3.1 Evaluation Areas. The Contractor's performance will be evaluated by assessing the final deliverables above according to the standards of Quality, Schedule, Small Business, and Regulatory Compliance. Other Evaluation Areas can be included at the discretion of the COR and PM, and will be provided to the Contractor in a revised QASP prior to its finalization. Each Evaluation Area is rated as Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory.

3.2 Evaluation Areas and Ratings Criteria.

TABLE 2 – Evaluation Areas & Ratings Criteria

EVALUATION AREAS & EXAMPLE INDICATORS	
Quality	<ul style="list-style-type: none"> • Product performance relative to contract's performance parameters • Performance in terms of contract's quality objectives • Use quantitative indicators wherever possible • Contractor's management of the quality control program • Quality of the work or service
Schedule	<ul style="list-style-type: none"> • Timeliness of the Contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements • Contractor's adherence to the required delivery schedule, that contributes to or affects the scheduled variance • Adverse actions such as the assessment of liquidated damages or issuance of Cure Notices, Show Cause, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract schedule and should, therefore, be noted in the evaluation • Adequacy of Initial Progress Schedule • Submission of Required Documentation • Adherence to Approved Schedule • Submission of Updated & Revised Progress Schedules • Resolution of Delays
Management	<ul style="list-style-type: none"> • Integration and coordination of activity • Problem identification • Corrective action plans • Reasonable and cooperative behavior • Customer satisfaction • Subcontract management • Program management • Management of key personnel

Small Business	<ul style="list-style-type: none"> • Compliance with terms and conditions for Small Business participation • Achievement of Small Business subcontracting • Good faith effort to meet Small Business subcontracting goals • Please indicate if small businesses were or were not used in each effort
Regulatory Compliance	<ul style="list-style-type: none"> • Compliance with regulations and codes • Financial • Environmental • Labor <ul style="list-style-type: none"> ○ Correction of Noted Deficiencies ○ Compliance with Labor Laws and Regulations with Specific Attention to the Davis-Bacon Act and ○ EEO Requirements ○ Payrolls Properly Completed and Submitted • Safety <ul style="list-style-type: none"> ○ Adequacy of Safety Plan ○ Correction of Noted Deficiencies ○ Implementation of Safety Plan • Other Reporting requirements in the contract
EVALUATION AREA RATINGS DEFINITIONS*	
Exceptional	<p>Performance meets contractual requirements and exceeds many to the Government's benefit.</p> <p>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. To justify an exceptional rating, identify multiple significant events and state how they were of benefit to the Government. 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.</p>
Very Good	<p>Performance meets contractual requirements and exceeds some to the Government's benefit.</p> <p>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 was effective. To justify a very good rating, identify a significant event and state how it was a benefit to the Government. There should have been NO significant weaknesses identified.</p>
Satisfactory	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. To justify a satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD Policy, a fundamental principle assigning ratings is that contractors will not be assessed a rating lower than satisfactory solely for not performing beyond the requirements of the contract.</p>
Marginal	<p>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. To justify marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety or environmental deficiency report or letter).</p>
Unsatisfactory	<p>Performance does not meet most contractual requirements and recover is not likely in a</p>

	timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. To justify an unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone would constitute an unsatisfactory rating. An unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety or environmental deficiency report or letter).
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*The guidelines provided for issuing ratings are subjective in nature, and these ratings will be supported by the weight of evidence documented during the government's surveillance efforts.

3.3 Performance Assessment Process. If a deliverable is rated as being unsatisfactory for Quality or Regulatory Compliance at the time that the approved PWS deadline for the deliverable expires, the Contractor may receive an unsatisfactory rating for Schedule, unless there is an Army approved delay that extends the PWS deliverable. This will only take place during the rating period, and will not necessarily influence future/later ratings.

3.3.1 Army Approved Delays. At the discretion of the COR, the performance standard of Schedule outlined in **Table 4**, may not be monitored due to Army-Approved delays. QAMFs will track and report this based on Contractor monthly reports to the COR.

3.4 Recommendation. In lieu of an overall rating, the Contractor will either be recommended/not recommended for similar future requirements.

3.5 Key Deliverables to be assessed. The following deliverables will be evaluated in accordance with this QASP:

3.5.1 Final Deliverables

- Work Plan
- Monthly Status Reports
- Meeting Minutes

3.5.2 Monitoring Method

- **100% Inspection:** All project deliverables will be evaluated through 100% inspection by onsite inspection or document review. The USACE Project Manager will document performance for each completed deliverable prior to payment, as described in Section 5.0.
- **Periodic Inspection:** At the USACE Project Manager's discretion, periodic inspections will be conducted to evaluate progress toward deliverables. This will include QA Inspections (safety, geophysics, chemical data packages, draft documentation, etc.) by a government representative. The USACE Project Manager may also complete a periodic progress inspection if he/she believes that deficiencies exist that must be addressed prior to deliverable completion. While corrective action or re-performance will be required if necessary, the Contractor will not be financially penalized for unacceptable performance recorded in periodic progress reports, provided that final performance evaluation of the deliverable is deemed acceptable.
- **Customer Feedback:** Contractor performance feedback will be obtained through periodic inquiries by the USACE Project Manager 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 and/or recognition for the project deliverables completed. Customer feedback received will be thoroughly 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 in the form of a concurrence letter by the Contractor from appropriate stakeholders for final deliverables.

3.5.3 Additional Surveillance Activities

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

- Review and approval of meeting minutes.
- Review of monthly status reports.

- Review of meeting minutes.

3.5.4 Indicators and Documentation

- COR acceptance
- Meeting minutes
- Completion of QAMFs
- Correspondence (letters, email)

Table 3 – Key Deliverables by Evaluation Areas

Deliverable*	Quality	Schedule	Management	Regulatory Compliance (incl. Safety)
ADD Deliverable X	X	X	X	X
ADD Deliverable X	X	X	X	X
ADD Deliverable X	X	X	X	X
ADD Deliverable X	X	X	X	X
ADD Deliverable X	X	X	X	X
ADD Deliverable X	X	X	X	X
ADD Deliverable X	X	X	X	X

* Includes Key Deliverables from PWS, dated INSERT DATE.

3.6 Performance Standards. The Contractor's performance will be evaluated by assessing the final deliverables above according to the standards of Quality, Schedule, Management, Regulatory Compliance (which includes Safety); and Small Business. In addition, the Contractor's performance will be evaluated for the standard of Safety during any fieldwork. For each of these performance standards, the COR will assign one of five ratings of the Contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory, as shown in Table 4.

Table 4 – Specific Evaluation Criteria for Established Key Deliverables

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
<i>Quality</i>	Draft and Final deliverables are of excellent quality, approved as submitted, or with no substantive comments limited to grammar, spelling, or terminology. Army audit finds that the data collect and/or the work performed exceeds the requirement of	Draft deliverables are of high quality and comments are mostly minor. Final deliverables are approved after one (1) round of Army comments on the Draft through acceptance of response to comments table and backcheck of Final report against original comments.	Draft deliverables are of acceptable quality with only a few number of comments identifying major weaknesses. Final deliverables are approved after two (2) rounds of Army comments on Draft. No further revisions are required.	Draft deliverables are of poor quality with a significant number of comments identifying major weaknesses or deficiencies. Final deliverables require more than two (2) rounds of Army comments on Draft before being approved. (e.g., changes are required to the Final	Draft deliverables are of very poor quality and are rejected for resubmittal without comment. Final deliverables did not comply with contract requirements, or one or more document versions required more than three (3) rounds of Army comments before being approved. Army audit of work identifies deficiencies that compromise the quality of the data collected or work

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
	the PWS. No deficiencies noted	No further revisions are required. Army audit of work does not identify any deficiencies that compromise the quality of the data collected or work performed.	Army audit of work identifies deficiencies that do not compromise the quality of the data collected or work performed, and can be corrected.	document due to inadequate incorporation of comments). Army audit of work identifies deficiencies that compromise the quality of the data collected or work performed, but were corrected.	performed, and cannot be corrected.
<i>Schedule</i>	Contractor Achieves milestone more than 90 days ahead of schedule, per criteria established in the PWS and this QASP.	Contractor Achieves milestone less than 90 days but more than 30 days ahead of schedule, per criteria established in the PWS and this QASP.	Contractor achieves milestone according to the schedule, per criteria established in the PWS and this QASP.	Contractor achieves milestone more than 30 days but less than 90 days behind schedule (unless the COR notes Army delay), per criteria established in the PWS and this QASP.	Contractor achieves milestone more than 90 days behind schedule (unless the COR notes Army delay), per criteria established in the PWS and this QASP.
<i>Management</i>	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by higher qualified individuals. Zero (0) instances of resource management issues creating a negative	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by higher qualified individuals. No more than one (1) instance of resource management	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by equally qualified individuals. Informal poor performance feedback on conduct of	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by equally qualified individuals. Formal letter of poor performance feedback on conduct of personnel is provided by	All personnel proposed by the contractor were assigned to the project. Some personnel were substituted by lesser qualified individuals. Written request from USACE requesting removal of assigned personnel for poor performance or notification of poor performance is provided by the

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
	impact to the activity.	issues creating a negative impact to the activity.	personnel is provided by the COR but are corrected. No more than two (2) instances of resource management issues creating a negative impact to the activity.	the COR but are corrected. No more than three (3) instances of resource management issues creating a negative impact to the activity.	COR and is not corrected. More than three (3) instances of resource management issues creating a negative impact to the activity.
Regulatory Compliance (includes Safety)	Contractor obtains concurrence on deliverables from all stakeholders to include USACE. This concurrence is obtained independently with little to no involvement and coordination required by the Government. No significant safety deficiencies are reported during QA inspection of fieldwork. No lost time accidents or injuries are recorded during the fieldwork.	Contractor obtains concurrence on deliverables from all stakeholders to include USACE. This concurrence is obtained independently with limited involvement and coordination required by the Government. No more than one (1) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective	Contractor obtains concurrence on deliverables from all stakeholders to include USACE. This concurrence is obtained with a moderate level of involvement and coordination required by the Government. No more than two (2) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective	Contractor obtains concurrence on deliverables from all stakeholders to include USACE. This concurrence is obtained with a significant level of involvement and coordination required by the Government. No more than three (3) serious safety deficiencies are reported during QA inspection of fieldwork. If any serious safety deficiency is noted during the project, appropriate investigation, corrective action, implementatio	Contractor does not obtain concurrence on deliverables from all stakeholders to include USACE. More than three (3) serious safety deficiencies are reported during QA inspection of field activities, or a serious safety deficiency is reported but not properly investigated and corrected, or two or more lost time accidents or injuries is recorded during field activities

Performance Standard	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
		action, implementation, and written verification of the corrective action are provided to the Army. No lost time accidents or injuries are recorded during the fieldwork.	action, implementation, and written verification of the corrective action are provided to the Army. No lost time accidents or injuries are recorded during the fieldwork.	n, and written verification of the corrective action are provided to the Army. No more than one lost time accident or injury is recorded during the fieldwork.	
<i>Small Business</i>	NOT APPLICABLE – SMALL BUSINESS BEING UTILIZED.				

4.0 SURVEILLANCE DOCUMENTATION

4.1 Quality Assurance Monitoring Form. The COR or designee will use the Quality Assurance Monitoring Form (QAMF) (**Attachment A**) to record evaluation of the Contractor's performance for each final deliverable in accordance with the methodology described in Section 3.0 and Section 4.0. The USACE Project Manager must substantiate, through narratives on the form, all Exceptional and Unacceptable ratings. Performance at the acceptable level is expected from the Contractor. At a minimum, the evaluation form will indicate actual and scheduled delivery times and number of reviews required to achieve the final product. Other input to surveillance includes Quality Assurance Reports (QARs) generated at various phases of the project. QARs should be completed by individuals completing review of project deliverables or oversight of field work events.

The USACE Project Manager will forward copies of all completed QAMFs to the USACE COR within 7 days of performing the inspection. The USACE Project Manager will forward all completed quality assurance monitoring forms to the appropriate organization and Contractor within 14 days.

4.2 Corrective Action Process. When a final deliverable receives a marginal or unacceptable rating, the Contractor will explain, within 15 days, in writing to both the USACE COR and USACE Project Manager 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 USACE COR will review the proposed corrective action with the appropriate organization and USACE Project Manager, as necessary, to determine if it will be accepted.

4.3 KO and COR Roles in Surveillance Process. The USACE Project Manager will provide the COR and KO with copies of all completed QAMFs. When appropriate, the COR and/or KO may investigate further to determine if all the facts and circumstances surrounding the event were considered in the USACE Project Manager opinions outlined on the form. The COR and/or KO will immediately discuss any unacceptable rating with the Contractor's Program Manager to assure that corrective action is promptly initiated. At the end of the contract performance period, the USACE Project Manager will prepare a written report for the COR and KO summarizing the overall results of the surveillance of the Contractor's performance during the contract. This report will become part of the formal QA documentation. The USACE Project Manager will maintain a complete QA file. This file will contain copies of all performance evaluation forms and any other related documentation. The USACE Project Manager will forward these records through the COR and to the KO at termination or completion of the contract.

4.4 Technical Quality Assurance Monitoring. In general, all work will be evaluated in terms of how well the requirements of the task order are satisfied, the extent to which the work performed follows the approach found in the contractor's technical proposal and/or implements the decision of Technical Project Planning, and clarity of

documentation. At the discretion of the COR or the Contracting Officer or Specialist, other government officials approved by the Contracting Officer or Specialist may be asked to evaluate a particular deliverable or set of deliverables. The results of all Technical Quality Assurance Monitoring will be documented using a Technical Review Form. Technical Quality Assurance Monitoring Documentation will document technical criteria evaluated.

5.0 PAYMENT

5.1 Acceptable Performance. Estimates are typically made monthly, but can be made other than monthly, of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates, along with any supporting data required by the Contracting Officer, shall be prepared by the Contractor and submitted along with its voucher. After receipt of each substantiated voucher, the Government shall pay the voucher as approved by the Contracting Officer or authorized representative.

5.2 Unsatisfactory Performance. If a deliverable receives an unsatisfactory rating for either the Quality or Regulatory Compliance performance standard, re-performance is required until the deliverable receives an acceptable rating. This re-performance is required regardless of cost or schedule constraints that may result from the unsatisfactory performance, unless the KO has opted to terminate the contract.

QASP Approval:

ADD COR NAME

Contracting Officer's Representative

QUALITY ASSURANCE MONITORING FORM**SERVICE or STANDARD:**

SURVEY PERIOD: _____**SURVEILLANCE METHOD (Check):**
☐ Random Sampling ☐ 100% Inspection ☐ Periodic Inspection ☐ Customer Complaint
LEVEL OF SURVEILLANCE (Check):
☐ Monthly ☐ Quarterly ☐ As needed
PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %**ANALYSIS OF RESULTS:****Observed Service Provider Performance Measurement Rate:** _____ %**Service Provider's Performance (Check):** ☐ ☐ Meets Standards☐ ☐ Does Not Meet Standards**Narrative of Performance During Survey Period:**

PREPARED BY: _____ **DATE:** _____

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.219-11	Special 8(a) Contract Conditions	JAN 2017
52.219-13	Notice of Set-Aside of Orders	NOV 2011
52.219-17	Section 8(a) Award	JAN 2017

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(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 (c) 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 a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the 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) 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 assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) 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 that the data have been validated or updated, and provide the date of the validation or update.

(f) 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 (e) or (g) of this clause.

(g) 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:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

Awards will be made to that Offeror whose proposal contain the combination of those criteria offering the best value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in the RFP.

When combined, all non-price factors (Factors 1, 2, 3, and 4) are approximately equal to price (Factor 5). All non-price factors are in descending order of importance (i.e. Factor 1 is more important than Factor 2, which is more important than Factor 3, which is more important than Factor 4).

EVALUATION FACTORS	
Non-Priced Factors	
Factor 1 – Technical Capabilities	
Factor 2 – Management/Organizational Plan	
Factor 3 – Past Performance of Similar Projects	
Factor 4 – Sample Project Narrative & Pricing	
Priced Factor	
Factor 5 – Price	
When combined, all non-price factors (Factors 1, 2, 3, and 4) are approximately equal to price (Factor 5). All non-price factors are in descending order of importance (i.e. Factor 1 is more important than Factor 2, which is more important than Factor 3, which is more important than Factor 4).	

Trade-off Analysis: After all of the evaluations have been completed, the SSA will consider all factors to determine which Offerors submitted the proposal that represents a “best value” to the Government for this project. The SSA will have all technical information and pricing information available to make their decision. There will be up to three (3) awards made under this MATOC to Certified 8(a) Small Businesses.