

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 121 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W912DY20R0031		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 16 Jul 2020		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER 475 QUALITY CIRCLE NW HUNTSVILLE AL 35806  CODE W912DY TEL: 256-895-1110 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".											
<b>SOLICITATION</b>											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
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 A - Solicitation/Contract Form

EXECUTIVE SUMMARY

A1. Objective: The objective of the Facilities Reduction Program (FRP) Southeast MATOC acquisition is to provide a simplified process to respond to the Federal Government's requirement for demolition and abatement of excess facilities. FRP uses streamlined processes that provide low-cost, quick response demolition and abatement service contracts to support excess facility removal, thereby saving energy and maintenance costs, eliminating safety hazards, nuisances and unsightly structures, maximizing landfill diversion and recycling credits, and freeing up valuable Government real estate for future development. General work activities performed under this contract include planning, coordination, and execution of building and facility removal/demolition at multiple Department of Defense installations and other Federal Agency locations throughout North Carolina, South Carolina, Georgia, Arkansas, Florida, Alabama, Mississippi, Tennessee, and Louisiana. Projects may also include emergency response to disasters, such as hurricanes, floods, tornadoes, or terrorist activities. In response to this need, the Government will procure commercial demolition services on a regional basis. The North American Industry Classification Code (NAICS) for this contract is 238910.

A2. Contract Type: The contract is a FFP commercial service contract under FAR Part 12 and FAR Part 15.

A3. Contract Term: This contract has four ordering periods consisting of one 24-month base period and three (3) 12-month optional ordering periods. There is no guarantee that any optional ordering period will be exercised.

A4. Minimum Guarantee: The minimum guarantee for each award under this MATOC is \$2,500.00. The KO will obligate the minimum guarantee against this contract line item at the time of the basic contract award. Upon issuance of task order awards with an aggregate value exceeding \$2,500.00, the KO will deobligate the minimum guarantee from this contract line item. For each successful contractor, there will be a one time "minimum guarantee award amount" during the life of the contract, which includes all option years, if exercised.

A5. Contract Capacity: The shared capacity for this contract is \$95,000,000 over 5 years (if all the options are exercised). The Government may move capacity performance periods as necessary. The MATOC pool total capacity will be shared among all awardees in the MATOC pool. There is no guarantee that capacity will be spread evenly within the pool.

A6. Ordering: The only authorized ordering office is the U.S. Army Engineering and Support Center, Huntsville, Alabama. Other agencies may be delegated this authority, in which case, an advance written notice will be given to the Contractor. In addition to, or in lieu of mailing an order, the Contracting Officer may issue an order orally, by facsimile or by electronic commerce methods, at his/her discretion. Task orders will be awarded against the basic ID/IQ contracts using the fair opportunity procedures pursuant to Section 863 of the National Defense Authorization Act for FY 2009, Public Law 110-118 and FAR PART 16.5, in addition to the competitive source selection procedures identified in Section 863 of Public Law 110-417. Each

order exceeding \$2,500.00 will be awarded on a competitive basis in accordance with FAR 16.505, unless an exception described in FAR 16.505 (b)(2)(i) through (iv) applies.

Task orders will be competed and awarded against the basic ID/IQ contract on an as-needed basis as requirements arise. The KO will use the FRP Small Business Decision Matrix (See Attachments 7, FRP Small Business Decision Matrix) to determine which task order requirements will be set aside for small Business MATOC Contractors.

There are two known situations in which a project under task order limitation may be solicited unrestricted and not set aside solely to the Small Business reserve

- A project's anticipated value, risk and complexity are ranked and weighted utilizing the Small Business Decision Matrix. If the project is determined to be unsuitable for set aside to the Small Business reserve, the requirement will be competed as unrestricted, or
- The contracting officer determines that the Small Business reserve is working at its maximum capability and is unable to take on additional work

The Government will assess projects under task order limitation to determine whether the above criteria are met. If not, the task order will be competed as unrestricted. Small businesses in the MATOC pool may submit proposals under unrestricted task order competitions.

For task orders, the KO will document the determination and justification in the contract file IAW DFARS Subpart 215.101-2-70(a) Limitations and prohibitions. FRP uses performance based task orders whenever suitable and to the maximum extent practicable. Performance based task orders allow the Contractor to propose industry best practices and technical solutions that are both appropriate to the work site requirements and within the Contractor's capabilities. CEHNC will use lowest price, technically acceptable (LPTA) source selection procedures for task orders. For each LPTA task order award, the KO will determine that the lowest price reflects full life-cycle costs (as defined at FAR 7.101) and justify the use of the LPTA source selection process.

A7. Contracting Officers: Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within specifically delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract, the Contractor shall not proceed with the change and shall immediately notify the Contracting Officer.

A8. Wage Determinations: The majority of the individual task orders to be issued under this contract are services as defined by FAR 37.101 and will be subject to the Service Contract Act (See FAR 52.222-41). In the event that individual service task orders contain more than incidental, segregable construction effort or for task orders where follow on construction is anticipated, the Davis-Bacon Act (See FAR 52.222-6) will apply to the construction portion in accordance with FAR 22.402. Wage Determinations for the geographic area where the work is to be performed will be incorporated by reference in each individual task order. A copy of the

applicable determination will be available at [www.wdol.gov](http://www.wdol.gov). The labor rates in effect at the time a task order is awarded will remain in effect through completion of the project.

#### A.9 Contract Years

BASE PERIOD: 15 March 2021 – 14 March 2023  
OPTION YEAR 1: 15 March 2023 – 14 March 2024  
OPTION YEAR 2: 15 March 2024 – 14 March 2025  
OPTION YEAR 3: 15 March 2025 – 14 March 2026  
6 Months Option: 15 March 2026 – 14 September 2026

The Government may extend the ordering period in accordance with terms in FAR 52.217-8, Option to Extend Services. The evaluated rates in effect during the last exercised option period will remain in effect during any extensions executed under the stated clauses; not to exceed six months. The Government may extend the term of the contract in FAR 52.217-9, Option to Extend the Term of the Contract. The Government shall provide a written notice to the Contractor within 30 calendar days before the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

## Section B - Supplies or Services and Prices

SECTION B TEXT

B.1. Offerors shall not enter figures into any of the Contract Line Item Numbers (CLINs) for the base contract. These CLINs are placeholder to be used in awarding task orders. See Section L for instructions on information that shall be submitted by offerors in the proposal.

B.2. Awarded contracts will share an estimated capacity of \$95,000,000.00. The Government reserves the right to move unused capacity between CLINs and performance periods as necessary.

B.3. Clause 52.217-8 will be included at the task order level and used if applicable.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	General Project Support Services FFP Period of Performance: The Contractor shall provide General Project Support Services including demolition related services in accordance with applicable Performance Work Statements (PWS). General work activities performed under this contract will include planning, coordination, and execution of building and facility removal/demolition. Major aspects of the field work include, but are not limited to, facility abatement and hazardous material removal, demolition, debris management and disposition, and site restoration and cleanup. The Contractor will provide a full range of professional services in a proficient, productive, and knowledgeable manner to efficiently and effectively accomplish all contract work. All quantities and amounts are estimated. FOB: Destination PSC CD: P500	UNDEFINED	Unit		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0002

Contract Manpower Reporting

FFP

BASE YEAR PERIOD: THIS CLIN IS FOR INFORMATION PURPOSE ONLY NOT PRICED. The contractor shall provide CMR IAW Section C-7. The reporting period for Contractor Manpower Reporting data will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year.

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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1001  
OPTION

General Project Support Services

FFP

Option Year 1: The Contractor shall provide General Project Support Services including demolition related services in accordance with applicable Performance Work Statements (PWS). General work activities performed under this contract will include planning, coordination, and execution of building and facility removal/demolition. Major aspects of the field work include, but are not limited to, facility abatement and hazardous material removal, demolition, debris management and disposition, and site restoration and cleanup. The Contractor will provide a full range of professional services in a proficient, productive, and knowledgeable manner to efficiently and effectively accomplish all contract work. All quantities and amounts are estimated.

FOB: Destination

PSC CD: P500

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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1002  
OPTION

Contract Manpower Reporting  
FFP

OPTION YEAR 1: THIS CLIN IS FOR INFORMATION PURPOSE ONLY  
NOT PRICED. The contractor shall provide CMR IAW Section C-7. The  
reporting period for Contractor Manpower Reporting data will be the period of  
performance not to exceed twelve months ending 30 September of each  
Government Fiscal Year and must be reported by 31 October of each calendar  
year.

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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2001  
OPTION

General Project Support Services  
FFP

Option Year 2: The Contractor shall provide General Project Support Services  
including demolition related services in accordance with applicable Performance  
Work Statements (PWS). General work activities performed under this contract  
will include planning, coordination, and execution of building and facility  
removal/demolition. Major aspects of the field work include, but are not limited  
to, facility abatement and hazardous material removal, demolition, debris  
management and disposition, and site restoration and cleanup. The Contractor  
will provide a full range of professional services in a proficient, productive, and  
knowledgeable manner to efficiently and effectively accomplish all contract work.  
All quantities and amounts are estimated.

FOB: Destination  
PSC CD: P500

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Contract Manpower Reporting FFP OPTION YEAR 2: THIS CLIN IS FOR INFORMATION PURPOSE ONLY NOT PRICED. The contractor shall provide CMR IAW Section C-7. The reporting period for Contractor Manpower Reporting data will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year.				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	General Project Support Services FFP Option Year 3: The Contractor shall provide General Project Support Services including demolition related services in accordance with applicable Performance Work Statements (PWS). General work activities performed under this contract will include planning, coordination, and execution of building and facility removal/demolition. Major aspects of the field work include, but are not limited to, facility abatement and hazardous material removal, demolition, debris management and disposition, and site restoration and cleanup. The Contractor will provide a full range of professional services in a proficient, productive, and knowledgeable manner to efficiently and effectively accomplish all contract work. All quantities and amounts are estimated. FOB: Destination PSC CD: P500		Unit		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Contract Manpower Reporting FFP BASE YEAR PERIOD: THIS CLIN IS FOR INFORMATION PURPOSE ONLY NOT PRICED. The contractor shall provide CMR IAW Section C-7. The reporting period for Contractor Manpower Reporting data will be the period of performance not to exceed twelve months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each calendar year.				
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	52.217-8 Option to Extend Service FFP 6 Months Option CLIN FOB: Destination		Unit		
					MAX NET AMT

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT  
**FACILITIES REDUCTION PROGRAM (FRP)**  
**MULTIPLE AWARD TASK ORDER CONTRACT**

15 July 2020

U.S. Army Corps of Engineers  
 U.S. Army Engineering and Support Center, Huntsville  
 Huntsville, Alabama

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## 1.0 GENERAL INFORMATION

**1.1 Introduction.** This is a non-personal services Multiple Award Task Order Contract (MATOC) acquisition for the Southeast Region using performance-based task orders to provide facility reduction services. Army Engineering and Support Center, Huntsville (CEHNC) customers include U.S. Army, Army Materiel Command, U.S. Army Reserve Command, Defense Logistics Agency, U.S. Air Force, Missile Defense Agency, Joint Munitions Command, National Aeronautics and Space Administration, U.S. Marine Corps (USMC), various USACE Districts, and other Federal Departments or Agencies.

Projects under the Southeast Region MATOC will be located in states detailed at paragraph 1.3.5, Place of Performance. The contracts awarded will include performance based, firm-fixed price task orders for a wide range of demolition services, to include abatement of asbestos-containing materials (ACM), disposal of other regulated material (ORM), and facility demolition. The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform demolition services as defined in this Performance Work Statement (PWS).

**1.2 Objective.** The purpose of this acquisition is to reduce the Federal Government's inventory of excess (no longer needed) facilities, thereby saving energy and maintenance cost; eliminating safety hazards, nuisances and unsightly structures, and freeing up valuable Government real estate for future development. General work activities performed under this contract include planning, coordination, and execution of building and facility removal/demolition. Projects may also include emergency response to disasters, such as hurricanes, floods, tornadoes, terrorist activities.

**1.3 Scope.** This contract is for commercial facility reduction services, to include demolition, abatement, site restoration, and related services. General work activities performed under this contract include planning, coordination, and execution of building and facility removal/demolition.

Major features of work include, but are not limited to, removal, demolition, and/or deconstruction (when economically feasible) of small to very large buildings and structures and includes the removal of:

- Asbestos Containing Materials (ACM) by abatement;
- Other Regulated Materials (ORM) by the appropriate disposal procedure
- trees and vegetation;
- parking lots, drives, sidewalks, roadways, other paved surfaces;
- utility lines, services, connections;
- above or underground storage tanks;
- outbuildings such as sheds, gazebos, carports, barns; and
- other activities pertaining to abatement, demolition, destruction, reduction and site restoration.

Other Major features of work may include:

- site and building assessments and or characterizations;
- environmental assessments;
- environmental sampling;
- utility disconnects, terminations, cutting and capping, de-energizing;
- rerouting of utility lines, services, connections;
- recycling of materials and or redirection of debris waste streams;
- site restoration;
- data collection, analysis, and/or reporting;
- hazardous and non-hazardous debris transportation;
- value engineering; and
- other activities pertaining to abatement, demolition, destruction, reduction and site restoration.

Task order PWS shall direct the required capabilities and/or performance characteristics of the supplies, services, and equipment provided under the proposed contracts. The Contractor determines how to meet the government objectives and how to achieve appropriate performance quality results. IAW FAR 37.102, this is a performance-based acquisition and uses performance based acquisition methods to the maximum extent practicable.

1.3.1. The Contractor shall provide a full range of professional services in a proficient, productive, and knowledgeable manner for efficient and effective accomplishment of all contract work. Each task order awarded under this contract is for firm fixed price (FFP) unless circumstances warrant an award based on Labor Hour reimbursement. In this case, the KO shall convert task order to FFP after the Government confirms the full extent of the project. Contractor shall conduct all work pursuant to all applicable Federal, State, and local laws, regulations, and requirements. Required facility demolition/removal services may include, but are not limited to:

1.3.1.1. Securing the site and facilities;

1.3.1.2. Assessing and/or characterizing the complete facility prior to abatement and demolition via the execution of an environmental survey or assessment, which will include destructive sampling and laboratory testing of samples;

1.3.1.3. Developing and submitting a site-specific Demolition Work Plan (DWP), which will include and address a(n):

- Accident Prevention Plan
- Demolition Procedures and Engineering Controls
- Waste Management Plan
- Material Handling Procedures and Sampling Plan
- Engineering Assessment Determination of Demolition Viability
- Environmental Protection Plan
  - ACM Abatement and Regulated Materials Removal Plan

- Environmental Compliance Plan
    - Natural Resources and Wildlife Management
    - Cultural and Historic Resources Management
  - Clean Water Act
    - Storm Water Pollution Prevention Plan
    - Erosion and Sediment Control Plan
    - Spill Pollution Prevention Plan
  - Solid Waste Management
  - Materials Handling, Packaging, Disposal, and Transportation
  - Access/Egress and Security Controls
  - Fire Protection and Prevention Plan, if applicable
  - Quality Control Plan
  - Project Schedule Detail Work Plan
- 1.3.1.4. Disconnecting electrical service and disconnecting and capping all other utilities;
- 1.3.1.5. Abating ACM, and its proper handling, storage, packaging, transport, and final disposal;
- 1.3.1.6. Removing ORM, and its proper handling, storage, packaging, transport, and disposal;
- 1.3.1.7. Removing and disposal of underground/above ground (UST/AST) storage tanks;
- 1.3.1.8. Demolition of facilities;
- 1.3.1.9. Transportation and disposal of demolition debris materials;
- 1.3.1.10. Site-restoration, as directed in the task order PWS; and
- 1.3.1.11. Tracking and submission of required submittals and reports.
- 1.3.2. The contractor shall not perform Munitions and Explosives of Concern (MEC) remediation activities. However, on a case-by-case basis, the Contractor may be required to assess the presence of explosives within a facility using an Expray, Dropex, or similar method of explosive constituent sampling. In addition, as directed in the task order PWS, the Contractor may be required to provide UXO avoidance support. Government EOD will dispose of any MEC discovered.
- 1.3.3. Period of Performance. The MATOC ordering period includes a 24-month base and three (3) 12-month optional ordering periods. The MATOC includes FAR clause 52.217-8, allowing an additional six (6) month extension. The Government will exercise contract option periods at Obtaining all required permits and making required notifications;
- 1.3.4. Contract Capacity. The shared contract capacity for this Southeast Region MATOC, including all subsequent task orders issued shall not exceed \$95,000,000.00. The minimum

guarantee for the base performance period of this IDIQ contract is \$2,500.00. The KO will obligate the minimum guarantee against this contract line item at the time of the basic contract award. Upon issuance of task order awards with an aggregate value exceeding \$2,500.00, the KO will deobligate the minimum guarantee from this contract line item. For each successful contractor, there will be a one time “minimum guarantee award amount” during the life of the contract, which includes all option years, if exercised.

1.3.5. Place of Performance. Contractor is responsible for performing the services required under this contract at various Federal facilities located in North Carolina, South Carolina, Georgia, Arkansas, Florida, Alabama, Mississippi, Tennessee, and Louisiana, as directed in the task order PWS.

1.3.6. Type of Contract. This MATOC is Firm Fixed-Price (FFP). CEHNC will issue FFP project specific performance-based task orders under the base contract.

1.3.6.1. Performance-based service tasks orders/contracts:

- Describe the requirements in terms of results required rather than methods of performing the work;
- Use measurable performance standards (e.g., terms of quality, timeliness, quantity, etc.); and
- Specify procedures for reductions in fee and/or price for deficient services.

1.3.6.2. By using performance-based contract methods, Contractors have the freedom to determine how best to meet the Government’s performance objectives. This maximizes Contractor control of work processes and allows for innovation in approaching various work requirements. This ensures Contractors achieve required performance quality levels. KO will issue performance-based task orders with a task order-specific Quality Assurance Surveillance Plan (QASP), in accordance with (IAW) Federal Acquisition Regulation (FAR) 37.102.

1.3.7. Work Week. For proposal preparation, Contractor shall assume that the work week encompasses Monday through Friday beginning at 0700 and concluding at 1700 excluding holidays unless otherwise directed/allowed in the task order PWS. For each task order awarded against this MATOC, the Contractor shall propose a work week schedule, detailing the number of days and hours/day per work week, for each phase of field activities. For each task order, the Contractor shall submit a schedule as part of the Work Plan and shall update as needed by letter for acceptance by the Contracting Officer's Representative (COR). If the COR rejects the proposed work week schedule, the Contractor will propose a new schedule and the same process will be repeated until an acceptable schedule is provided. Once the schedule is set, Contractor shall request changes in writing for acceptance of the KO.

1.3.8. Recognized Holidays. The following are Federal holidays. Government offices will not be open.

New Year's Day

Labor Day

Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

NOTE: For this MATOC, the days between Christmas Day and New Year's Day (26 December through 31 December) are non-working days. Contractor is responsible for accounting for all Holidays and non-working days in its schedules.

#### **1.4. Service Contract Labor Standards and Construction Wage Rate Requirements.**

Contractor services are subject to Federal Acquisition Regulation (FAR) 52.222-41, Service Contract Labor Standards, FAR 52.222-6, Construction Wage Rate Requirements, and/or 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). In the task order Requests for Proposal, CEHNC will incorporate current wage determination tables applicable to the geographic area(s). Official wage determinations are located at <https://beta.sam.gov>.

#### **1.5 Contractor Quality Control.**

1.5.1 Quality Control Program (QCP). The Contractor shall develop and maintain an effective quality control program to ensure services are performed IAW this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures that its work complies with the requirements of the contract. The Contractor shall develop quality control procedures that address the areas identified in Appendix A, Performance Requirements Summary (PRS).

1.5.2 Corporate Quality Control and Surveillance Plan. Contractor shall develop, document, and implement an effective quality control and surveillance program for this contract and document in a plan. The Contractor shall submit Quality Control (QC) Plan within 30 calendar days of task order award. Contractor QC Plan shall include at a minimum the following documents: (a) Corporate QC Manager appointment letter, (b) QC organizational structure (organization chart), (c) inspection procedures, (d) recordkeeping procedures, (e) report templates, and (f) any other information as required for describing its QC program. The Contractor shall follow the three-phase inspection process (preparatory, initial, and follow-up) or other Government-accepted inspection methodology and include sample forms for each definable feature. After acceptance of the QC Plan, the contractor shall submit any proposed changes to the Government through USACE's Resident Management System (RMS) for acceptance by the COR.

**1.6 Government Quality Assurance.** The Government shall assess Contractor performance under this contract IAW the QASP. The QASP defines Government roles and responsibilities for quality assurance, types of work and required outcomes (as defined by the performance metrics), Government evaluation methods used for assessing Contractor performance, and the frequency of surveillance. In addition, the QASP provides Surveillance Activity Checklists and Corrective Action Request (CAR) forms the Government will use to



document and evaluate Contractor's performance to ensure compliance with accepted work and safety plans.

As directed in the task order QASP, the Government will evaluate the work performance in terms of how well the Contractor satisfies the requirements of the contract, the extent to which the Contractor performs work IAW its technical proposal, clarity of documentation, and Contractor's timely accomplishment of work

The Government may conduct QA inspections at any time on all phases and types of work performed. If any Government QA review identifies a process/work product failure or identifies noncompliance with safety practices, the COR shall issue the Contractor a Contract Deficiency Report (CDR).

**1.7 Contracting Officer Representative (COR).** The COR shall be identified by separate letter for each task order. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to ensure that the Contractor performs the technical requirements of the contract; perform necessary inspections of Contractor work; maintain written and oral communications with the Contractor regarding technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify the KO and Contractor of deficiencies; coordinate availability of Government Furnished Property (GFP); and coordinate site access for Contractor personnel. The COR's designation letter from the KO will state the responsibilities and limitations of the COR, and highlight that the COR has no authority to accept changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract.

**1.8 Post Award Conference/Periodic Progress Meetings.** Contractor agrees to attend any post award conference convened by the KO or COR. The KO, COR, and other Government personnel, as appropriate, shall meet periodically with Contractor to review the Contractor's performance. Government/Contractor shall take appropriate action(s) to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

**1.9 Anti-Terrorism (AT) and Operation Security Requirements.** Antiterrorism and Operations Security: Per the guidelines of OPORD 2013-74: Integrating Antiterrorism and Operations Security (OPSEC) into the USACE Acquisition Process, the following OPSEC provisions apply to this requirement:

**1.9.1 AT Level I Training.** All contractor and subcontractor employees who require access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date. Upon request, the contractor shall submit certificates of completion for each trained contractor and subcontractor employee to the COR within five (5) calendar days after completion of training. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>; or it can be provided by the Requesting Activity Anti-Terrorism Office in presentation form which will be documented via memorandum.

1.9.2 Access and General Protection/Security Policy and Procedures. All contractor and all associated sub-contractor(s) employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures, as provided by COR and/or installation government representative. The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

1.9.2.1 Background Checks for Installation Access. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB), applicable installation, facility and area commander installation/facility access and local security policies and procedures. Installation personnel will conduct background checks on all visitors 18 years of age and older to determine if the person requesting unescorted access presents a potential threat to the good order, discipline, or health and safety on the installation. All access applicants will provide a valid and original form of ID (State driver's license, passport, and so forth, which complies with Public Law 109-13 (The REAL ID Act of 2005)). Installation will check applicant's background through NCIC-III and TSDB to identify wanted persons, known or appropriately suspected terrorists (KST), missing persons, foreign fugitives, wanted persons, gang affiliations, protection orders, immigration violators, identity theft, supervised releases, violent persons, and the National Sex Offender Registry. Failure to provide requested information will result in the denial of an authorized access pass (or equivalent) and denial of entry. Delays in gaining access to a facility shall not be a valid basis for delay charges.

1.9.2.2 Contractor personnel requiring access to the military installation in connection with the contract shall have access to only those parts of the installation or building(s) where their presence is required. While on the job, Contractor employees shall display identification as may be required under the Special Contract Requirements entitled "Identification of Employees." Vehicles operating on the military installation are subject to search by security personnel at any time.

1.9.3 Suspicious Activity Reporting Training. Contractor and all associated sub-contractors shall receive a brief/training on the local suspicious activity reporting program (e.g., iWATCH, CorpsWatch, or See Something, Say Something). Locally developed training will inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the PM, security representative or law enforcement entity. Contractor and all associated sub-contractors shall complete this training within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT five (5) calendar days after the completion of the training.

1.9.4 Operations Security (OPSEC) Training. All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR within five (5) calendar days after completion of training. OPSEC awareness training is available at the following websites: <https://www.iad.gov/ioss/or> <http://www.cdse.edu/catalog/operations-security.html>. If provided by the Requiring Activity's OPSEC Officer, Contractor shall document via memorandum to COR.

1.9.5 Sensitive or Restricted Areas. Government Designated Authority (GDA) shall escort all contract employees, including subcontractor employees, who are not in possession of the appropriate security clearance or access privileges in areas where exposure to classified and/or sensitive materials and/or sensitive or restricted areas may occur. The contractor will coordinate with the COR and/or the facility security office for access when required.

1.9.6 Pre-Screen Candidates Using E-Verify Program. Contractor shall pre-screen candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to ensure that they meet the established employment eligibility requirements. Contractor must ensure that candidates have two valid forms of Government-issued identification prior to enrollment to ensure correctness of information entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than three (3) business days after the initial contract award.

1.9.7 Transportation Worker Identification Credential (TWIC). Installation may grant TWIC holders unescorted access to the installation after completion of identity proofing and initial vetting through NCIC-III and TSDB and based on a valid purpose for entry to deliver commodities, provide services, or other actions approved by the commander or director. Transportation workers shall provide additional documentation, e.g., commercial driver's license, government bill of lading, or other documentation, which identifies the requirement or need to enter the installation.

1.9.8 Physical Security. The Contractor shall provide site security (e.g. fencing or guard service) as directed in the task order PWS. However, at a minimum, the Contractor shall maintain the site and all other Contractor-controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. Work on or near roadways shall be carefully marked with lights and barricades that meet State and local regulations or, where such regulations are not applicable, deemed adequate to minimize the risk of an accident.

Open excavations that pose a danger to site personnel or others shall be fenced to prevent accidental entry. Contractor shall shore side slopes of excavations or leave at a safe angle of repose, as defined by OSHA 1926.650-652 and EM 385-1-1, Section 25. Contractor shall leave all equipment, when not in operation, in a safe manner (e.g., wheels blocked, buckets on the ground, etc.). Near residential areas, recreational areas, or other areas where children may be present, the Contractor shall give special consideration to site security/safety needs.

1.9.9 Foreign Nationals. IAW Engineering Regulation, ER 380-1-18 (<http://www.usace.army.mil/inet/usace-docs/eng-regs/er.htm>), Section 4, foreign nationals, including subcontractor employees, who work on USACE contracts or task orders shall be accepted by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. The contractor shall submit the names of all foreign nationals proposed for performance under this contract/task order, along with documentation verifying the legal admission into the United States and the foreign national's authority to work in the U.S. to the KO. The KO will forward information CEHNC Security Officer for review and acceptance.

**1.10 Safety and Health.** IAW FAR 52.236-13, Alt I, Accident Prevention, the Contractor shall comply with the latest version of U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Engineering Manual (EM) 385-1-1 (EM 385-1-1), including revisions in effect at the time of the solicitation, as well as all applicable Federal, State, and local laws, regulations, and requirements. EM 385-1-1 and its changes are available at: <http://www.publications.usace.army.mil/USACE-Publications/Engineer-Manuals/>

1.10.1 Corporate Safety and Health Program. Contractor shall develop and maintain a written Corporate Safety and Health Program (SHP) in compliance with the requirements of the Occupational Safety and Health Administration (OSHA), EM 385-1-1, 29 CFR 1910, 29 CFR 1926, 29 CFR 1960, and FAR 52.236-13.

1.10.2 Site Visit Abbreviated Accident Prevention Plan (SVAAPP). The Contractor shall submit an SVAAPP for Government review and acceptance prior to commencement of any site visit not covered under an Accident Prevention Plan. The Contractor shall prepare a "fill-in-the-blank" template SVAAPP and submit to CEHNC Safety Office (SO) for acceptance prior to all site visits. The SVAAPP shall be adapted to sites specified in the individual task/delivery orders and shall be prepared prior to each site visit. Contractor shall submit SVAAPPs electronically, in PDF format, to the SO and Project Manager (PM) for review and acceptance. Upon acceptance, by the SO, the Contractor shall submit final SVAAPP, including tracking submittal via Form 4025 through RMS. Final acceptance threshold is an acceptance transmittal of the SVAAPP via RMS (note: an e-mail from the SO does not constitute full acceptance of an SVAAPP). Contractor may obtain a sample SVAAPP by contacting SO. Prior to performing site visits or surveys, SO must accept SVAAPP and Contractor must receive partial Notice to Proceed (NTP) from KO. Government may update submission or acceptance requirements in the task order PWS.

1.10.3 Accident Prevention Plan (APP). The Contractor shall submit an APP prior to performance of any fieldwork activities. APP's shall address applicable items listed in EM 385-1-1, Appendix A (Minimum Basic Outline for Accident Prevention Plans), in addition to other applicable requirements of EM 385-1-1 and OSHA. The Contractor shall develop APP specifically to address site-specific work activities and shall address any unusual or unique aspects of the project or activity directed in the task order PWS. The Contractor shall coordinate with facility representatives or facility contractor, to obtain installation first aid resources, emergency phone numbers, response plans, site evacuation plans, lockout tag-out procedures, permit-required activities, previously-identified confined spaces, evacuation drills, known or potential hazardous or toxic environments/agents, etc., and include the information in the APP.

The APP shall also include site-specific Activity Hazard Analysis (AHAs) for the project. The APP shall detail and document how the Contractor intends to accomplish the safety and health requirements of OSHA, EM 385-1-1, and other Federal, State, and local laws, regulations, and requirements prior to mobilization to perform any work not included under the SVAAPP. SO must accept APP and Contractor must receive Notice to Proceed (NTP) from KO. Government may update submission or acceptance requirements in the task order PWS.

1.10.4 Addendums to the APP - The Contractor shall verify that the current APP covers additional work added to the PWS through requests for proposal, engineering change proposals, or contract modifications. If the accepted APP does NOT cover pending work effort, the contractor shall submit an addendum to the APP for Government review and acceptance, prior to performing additional work.

1.10.5 Activity Hazard Analysis (AHA). Before beginning each activity, task, or Definable Feature of Work (DFOW) involving a type of work that presents hazards not experienced in previous project operations, or where a new crew or subcontractor will perform the work, the Prime Contractor(s) must prepare an AHA. If the Prime Contractor requires a subcontractor, or sub tier-contractor or supplier performing the work, to develop an AHA, the Prime Contractor SSHO shall review and approve before submitting to the SO for review and acceptance. The Prime Contractor shall review AHAs periodically (at least annually in conjunction with APP review) and update as necessary when procedures, scheduling, or hazards change.

1.10.6 Experience Modification Rate (EMR). The Contractor shall provide experience modification worksheet indicating its EMR for the last three (3) years and a letter from its insurance agent, insurance carrier, or state fund (on their letterhead) verifying the EMR data furnished.

1.10.7 Site and Safety Health Officer (SSHO). The Contractor must employ a minimum of one Competent Person at each project site to function as the Site Safety and Health Officer (SSHO). The task order PWS will dictate SSHO requirements.

1.10.8 Exposure Hour and Mishap Reporting

1.10.8.1 Exposure Hour Reporting (Monthly Man-hour reporting) - IAW EM 385-1-1, the Contractor shall complete a monthly summary report of accident experience, exposure, Restricted Duty (RD), and Lost Work Days (LWD). Contractor shall describe total hours associated where workers were exposed to activity hazards and forwarded to the GDA no later than close of business (COB) the 7th day of the following month.

The Contractor shall submit monthly exposure hour report in RMS at the task order level. Information cut-off date will be the last day of each month. The monthly submission must include the title of the report, i.e., Accident Exposure Data Report, contract number, task order number, project site, month and year for which the report is made, a point of contact listing both email address and telephone number, and number of lost workday accidents to include total days lost. If Contractor worked zero hours on the project/task order, a report showing "zero (0)" is required. Government may change the form or submission method as necessary.

1.10.8.2 **Mishap Reporting.** Contractor shall report mishaps IAW EM 385-1-1, paragraph 01.D, Contractor shall notify KO and SO as soon as practical, but no more than twenty-four hours, after any mishaps, including recordable accidents, incidents, and near misses. Contractor shall submit all mishap notifications as directed in the task order PWS.

1.10.9 **Preparatory and Initial Control Phase Meetings (Kick-off Meetings).** IAW EM-385-1-1 Section 01.A.14.c and Appendix A, the Contractor may not know all site-specific information (e.g., subcontractors, type of fall protection, cranes specifications, or other load handling equipment etc.) at the time it submits the APP. However, Contractor shall provide remaining site-specific information at preparatory meeting for each phase of work, along with the appropriate AHAs, for Government review and acceptance. Work shall not begin until the GDA accepts the AHA with Risk Assessment Code (RAC) for the work activity and the Contractor discusses the work activity with appropriate personnel performing the work the Contractor, its subcontractor(s), and Government on-site representatives. Contractor shall extend notifications of these meetings to USACE PM, KO, Engineer, and SO for the given task order.

1.10.10 **Traffic Control Plan.** For any work that is to take place in or near roadways, the contractor shall submit a traffic control plan for acceptance prior to commencing any work. Contractor shall develop traffic control plan IAW EM 385- 1-1, State-specific guidelines and regulations, and installation-specific requirements.

**1.11 Contractor Travel.** The Contractor will be required to travel to facilities located throughout the Continental United States (CONUS), Alaska, Hawaii, US Territories, and Possessions during the performance of this contract to attend site visits, meetings, etc. Contractor travel shall be included in FFP task order proposals.

For modification requests for proposals, engineering change proposals, or requests for equitable adjustment, Contractor shall include price proposals for additional travel, if applicable, consistent with the substantive provisions of the Federal Travel Regulation for travel in the contiguous United States and Joint Travel Regulations for travel in Alaska, Hawaii, and United States Territories and its Possessions. Profit is not authorized on travel costs.

**1.12 Contract Submissions.** The Government has unlimited rights to all written submissions produced under this contract. The information and materials collected or produced by the Contractor, subcontractor(s), or associates during the performance of services under this contract shall become the property of the Government. Contractor shall keep any copies of such submissions confidential.

Contractor, its subcontractors, or its associates shall not use or sell any project information, documents, or materials without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

**1.13 Ordering.** The only authorized ordering office is CEHNC. CEHNC will award task orders against the basic ID/IQ contracts using the fair opportunity procedures pursuant to Section

863 of the National Defense Authorization Act for FY 2009, Public Law 110-118, and FAR PART 16.5, in addition to the competitive source selection procedures identified in Section 863 of Public Law 110-417. Each order exceeding \$2,500.00 will be awarded on a competitive basis in accordance with FAR 16.505, unless an exception described in FAR 16.505 (b)(2)(i) through (iv) applies.

Task orders will be competed and awarded against the basic ID/IQ contract on an as-needed basis as requirements arise. In order to determine if a set aside for small businesses is appropriate for the task order specific competition, the Government will consider the following: 1) capability of the contractors to perform at the level of complexity required for successful completion of the task; 2) any relevant past performance of the contractors, including but not limited to quality, timeliness and cost control; 3) potential impact on other orders placed with the contractors; 4) minimum order requirements; and 5) any other factor necessary to determine whether or not to set aside a task order for small business participation.

**1.14 Pre-Proposal Conference and Site Investigation.** Contractors are not required to but are strongly encouraged to attend pre-proposal conferences/site visits or preview project sites prior to submission of task order proposals. During pre-proposal conferences, the Contractor will have access to additional project information, such as local transportation routes, availability of onsite landfills and stockpile areas, hours of operation, special conditions, limitation/restrictions, and additional specifications, as required. In addition, the Contractor shall have an opportunity to view and assess the project area(s). See 1.10.2 for SVAAPP requirement for site investigations. The SVAAPP is not required for conferences or meetings.

**1.15 Prosecution of Work.** The Contractor shall furnish sufficient technical supervisory and administrative personnel at all times to ensure successful prosecution of the work IAW the contract and task orders issued under the basic contract. The Contractor shall check all data, notes, and other work products. The description of work stated herein provides a general understanding of function the Contractor will perform. Individual task orders will contain specific performance-based requirements, which may or may not be described below.

**1.16 Conditions Affecting the Work.** The Contractor is responsible for identifying and verifying all general and specific technical project terms, conditions, and circumstances before proposing on this contract or any subsequent task order resulting from this contract. Contractor shall verify all general and local conditions that could affect the work or its cost, including, but not limited to: (1) all Federal, State, and Local government requirements related to storage, handling, transportation, and disposal of demolition debris and regulated materials, (2) the availability of water, electric power, and haul routes, (3) the topography and conditions of the ground, Federal, State, and local laws, regulations, and requirements, and (4) the mechanical equipment and materials required to perform the work, (5) availability of workforce. The Contractor shall determine the character, quality, and quantity of surface and subsurface materials or obstacles expected at the work location, insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government. Failure of the Contractor to take the actions described and acknowledged in this paragraph shall not relieve the Contractor from responsibility for properly estimating the

difficulty and cost of successfully performing the work at the proposed price. See FAR Clause 52.236-2.

**1.17 Authorities/Technical Direction.** Contractor shall not perform work beyond the original scope of the contract without written direction of the KO. If Contractor performs any work outside the scope of the contract without written KO direction, it will be at Contractor's risk. Only the Contracting Officer can direct changes to the work. The Contractor shall take no direction that changes the terms and conditions of this contract action or its scope, or that impacts the price or schedule of the contract, from any Government employee or any person other than the KO. Contractor shall promptly report to the KO direction given by any person other than the KO. The KO will authorize changes in a written, official, signed modification to the contract.

**1.18 Permits.** IAW FAR 52.236-7 Permits and Responsibilities, the Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and local codes, laws, regulations, and requirements applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**1.19 Demolition Waste Management.** Federal law mandates that the Government apply sound environmental principles in the design, construction, use, and removal of facilities. As such, the Contractor shall: (1) practice efficient waste management when removing, collecting, sizing, cutting, separating demolition debris and (2) use all reasonable means to divert demolition waste from landfills and incinerators and to facilitate their recycling or reuse and (3) be in compliance with all Federal, State and local laws, regulations, and requirements pertaining to the management, transportation and disposal of such material. The current diversion goal of this MATOC is 60% by weight or as directed in the task order PWS. Unless directed in the task order PWS, Contractor shall provide all containers, bins, and storage areas to facilitate effective waste management.

Contractor shall transport and dispose of all regulated materials resulting from the performance of this work IAW all Federal, State, and local laws, regulations, and requirements. The Contractor shall not dispose of any regulated materials/waste in any dumpster, sanitary sewer, storm sewer, or dispose of regulated materials/waste by any other means on Government property. The Contractor shall provide copies of all waste analyses, waste profiles, and manifests and/or bills of lading for the transportation and disposal of all regulated materials, to include asbestos or asbestos containing materials, to the COR. The Contractor shall immediately contain and clean up all spills or releases of regulated materials IAW all applicable Federal, State, and local laws, regulations, and requirements and shall immediately report to the installation Fire Department and the Department of Public Works – Environmental Office for additional guidance. The Contractor must also notify the KO of a spill incident or release as soon as possible but no later than 60 minutes after the incident is under control.



1.19.1 Dismantling and Demolition of Property. Except where specified or reserved by the Government in other sections, all materials and equipment disassembled, demolished, or transported shall become the property of the Contractor and shall be removed from Government property and recycled or disposed IAW all Federal, State, and local laws, regulations, and requirements.

1.19.2 Management. The Contractor shall be responsible for the proper handling, storage, and management of regulated and non-regulated demolition debris and waste IAW all Federal, State, and local laws, regulations and requirements and shall ensure compliance by all subcontractors, vendors, and suppliers. Demolition debris and waste includes all products generated by the removal of a facility. In the management of waste, Contractor shall consider the availability of recycling markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable for recycling, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage or recycling shall accrue to the Contractor; however, such savings shall be listed and accounted for in Contractor's final bid price. Contractor shall ensure proposed landfills and waste disposal sites have applicable certification(s) required to receive waste debris and regulated materials to the extent required by Federal, State, and local laws, regulations, and requirements.

1.19.3 Waste Disposition Records. Contractor shall maintain records documenting the type and quantity of waste generated for each facility demolished as part of this contract. Contractor shall make these records available to the COR during demolition and deliver a copy of the records to the COR upon completion of the project, as part of the final report. The Contractor shall prepare a Project Demolition Materials and Quantity Report containing segregated data for metals/steel salvage, cementitious materials, wood timbers, all other recyclable and/or reusable materials, and all other debris. Contractor report shall also identify other debris material diverted from landfills.

**1.20 Licenses, Bonds, and Insurance.** Licenses, Bonds, and Insurance. The Contractor, or its designated subcontractor, shall possess applicable licenses, bonds, and insurance required to perform ACM abatement and removal activities of all ORM in the State/Locality in which work Contractor will perform work. Similarly, the Contractor or its designated subcontractor shall possess applicable licenses, bonds, and insurance to perform demolition work in the State/Locality in which work Contractor will perform work. Work shall not proceed until the COR accepts all permits and licenses and the KO accepts all payment and performance bonds and insurance documents, as stated in the MATOC or directed in the task order PWS.

**1.21 Deliverables/Submittals.** Contractor shall provide all submittals as directed in the task order PWS. Contractor shall prepare submittals and submit to COR using RMS. Contractor shall ensure all submittals have a title page and header identifying the contract and task order numbers, project name, project location, report type, and date of submittal. Contractor shall ensure reports are standard size (8 1/2- by 11-inch), with drawings no larger than 11- by 17-inch. Contractor shall ensure drawings are drafted IAW recognized and generally accepted good engineering practices and provide sufficient detail to show interrelations of major features.

Contractor shall ensure submittals are legible and suitable for reproduction. Contractor shall number pages sequentially.

1.21.1 Partial Submittals. Without prior approval, the COR will not accept partial submittals.

1.21.2 Revisions. Government will review submittals for adequacy and will provide Contractor written comments as necessary. Contractor shall incorporate all review comments by revising and reissuing affected pages. If major revisions are necessary, Contractor shall resubmit entire document. Contractor shall mark affected pages with revision number and date of correction on the bottom right corner of the page. Contractor shall provide a table immediately following the title/cover page indicating the revision number, date of revision, and list of changes made from previous iteration. Contractor-provided table shall indicate all revisions and associated changes.

1.21.3 Distribution. Contractor shall submit documents via RMS. The Contractor shall reproduce and distribute all documents as directed in the Task Order PWS, as directed in the task order PWS, Contractor shall submit documents via regular mail, a carrier service that will provide overnight service (if necessary), email, or Government-accepted file transfer protocol.

1.21.4 Acceptance of Submittals. Contractor shall not mobilize or start any on-site work activities until Government acceptance of such submittals. Government acceptance is conditional. The Government reserves the right to require the Contractor to make changes in its Work Plan and operations, including removal and/or replacement of personnel, as necessary, to obtain the quality specified.

**1.22 Unforeseen Site Conditions and Execution Issues.** Upon discovery of any unforeseen site conditions or other significant developments affecting the contract, the Contractor shall advise the KO or COR as soon as possible, but not later than within 24 hours of the event. In the case of unclear direction, the Contractor shall obtain clarification of any direction or contract requirement it does not fully understand from the KO or COR.

**1.23 Environmental Protection.** The Contractor shall perform all work in a manner that minimizes the pollution of air, water, and land IAW Federal, State, and local laws, regulations, and requirements. The Contractor shall control noise and dust within limits established by applicable Federal, State, and local laws, regulations, and requirements. Contractor shall protect any wetlands, endangered species, special habitat, or other protected areas such as cultural resource sites IAW Federal, State, and local laws, regulations, and requirements.

**1.24 Work Site Conditions.** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials except as required to maintain the proper pace and flow of the demolition process. Prior to demobilization, Contractor shall remove from the work and premises all rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon work completion, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the KO.

**1.25 Performance Schedule.** Contractor's performance of the work shall conform to the performance schedule and required delivery dates in the task order PWS.

**1.26 Liquidated Damages.** If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages in an amount determined at task order award per calendar day of delay. If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the termination clause. Finally, Government shall not charge Contractor with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

**1.27 Weather Delays.** The Government determines anticipated adverse weather delays by month using National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays for all weather dependent activities. The Government will provide NOAA data for the specific site location in each task order PWS. Contractor shall regard the information as the normal and anticipated number of workdays for each month during which the Contractor should expect prevention/suspension of field activities by cause of adverse weather. Contractor shall include anticipated weather delay days in submitted work plans and schedules.

**1.28 Suspension of Field Activities.** Upon acknowledgment of the NTP and continuing throughout the contract, the Contractor shall record the occurrence of adverse weather and resultant impacts to normally scheduled work on the daily CQC report to substantiate time extension requests for unusually severe weather. In addition, the Contractor shall document, in a like manner, any other event that impacts scheduled work to substantiate time extension requests.

## **2.0 DEFINITIONS and ACRONYMS**

### **2.1 Definitions.**

**2.1.1 Accepted/Acceptance.** The Government Designated Authority (GDA) has reviewed a written procedure, plan, practice, method, program, engineering design, or employee qualification submittal, and determined the submittal meets contract requirements.

**2.1.2 Accident Prevention Plan (APP).** A document that outlines occupational safety and health policy, responsibilities, and program requirements.

**2.1.3 Additional Work.** Any service or task that is over and beyond work specifically listed in the PWS but considered within the contract's scope of work.

2.1.4 Archaeological Resource. Any material remains of human life or activities which are at least 100 years of age, and which are archaeological interest.

2.1.5 Archaeological Interest. Capable of providing scientific or humanistic understandings of past human behavior, cultural adaption, and related topics.

2.1.6 Calendar Day. The time from midnight to midnight.

2.1.7 Certified Industrial Hygienist (CIH) Competent Person - One who meets the requirements in 29 CFR 1926.32 (f), and is capable of identifying existing asbestos hazards in the workplace, able to select the appropriate control strategy, and has the authority to take prompt corrective measures to mitigate them.

2.1.8 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime Contractor.

2.1.9 Contracting Officer (KO). A person with authority to enter into, administer, and or terminate contracts and make related determinations and findings on behalf of the Government. NOTE: This is the only individual who can legally bind the Government.

2.1.10 Contracting Officer's Representative (COR). A person designated and authorized by the KO to administer the contract. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.11 Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.12 Discrepancy/Deficiency. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.13 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.14 Equipment. A tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

2.1.15 Facility. A separate building, structure, appurtenance, ancillary structure, or other real property. As directed in a task order PWS, the Government defines facilities to include fences, bare poles, utility poles, towers, utility systems, conveyances, service /maintenance pits, liquid-holding tanks, berms, any item identified with a property number, and any permanent and fixed-place man-made item.

2.1.16 Gantt Chart. A visual view of tasks scheduled over time.

2.1.17 Indefinite-Quantity Contract. An indefinite-quantity contract provides for an indefinite quantity, within stated limits, of supplies or services during a fixed period. The Government places orders for individual requirements.

2.1.18 Installations. Real DoD properties including bases, stations, forts (including National Guard and Federal Reserve Centers), depots, arsenals, plants (both contractor and Government operated), hospitals, terminals, and other special mission facilities, as well as those used primarily for military purposes.

2.1.19 Key Personnel. Contractor personnel that the Government evaluates in a source selection process and that may be required during the performance of a contract by the Key Personnel listed in the PWS. When the Government uses key personnel as an evaluation factor in best value procurement, the Government can reject an offer if it does not have a firm commitment from the persons listed in the proposal.

2.1.20 Notice of Intent. An NOI for a general permit is notice to the NPDES permitting authority (EPA) of the operator's intent to be covered under a landholder's general permit.

2.1.21 Notice of Termination. A notice informing EPA of the closeout of a project covered under an NOI.

2.1.22 National Pollutant Discharge Elimination System (NPDES). Program intended to eliminate discharges of sediments and other pollution into the nation's waterways.

2.1.23 Performance Measures. Provide a series of indicators, expressed in qualitative, quantitative, or other tangible terms that indicate whether current performance is reasonable and cost effective. Performance measures can include workload and output-to-cost ratios, transaction ratios, error rates, consumption rates, inventory fill rates, timeliness measures, completion and back order rates, etc. Quality service measures may include responsiveness rates, user satisfaction rates, etc.

2.1.24 Performance Standard. A performance standard reflects the minimum, sector-specific, Federal Standard requirement for the performance of a commercial service or activity. It incorporates both quality measures and cost measures.

2.1.25 Performance-Based Acquisition (PBA). An acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed.

2.1.26 Performance Requirements Summary (PRS). A summary of the performance objectives that relate directly to mission essential items. Shows contract requirements, performance standard, and performance thresholds in order to receive a satisfactory rating and the Government's method of surveillance for each work requirement.

- 2.1.27 Performance Work Statement (PWS). A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.
- 2.1.28 Point of Contact (POC). Government personnel designated to inspect work performed under the contract and make daily contact with Contractor employee(s). The Government POC will conduct and maintain Quality Assurance Evaluations. A Point of Contact has no authority to enter into, administer, modify, or terminate contracts.
- 2.1.29 Project. Specific project names and sites for this Multiple Award Task Order Contract (MATOC) for Facilities Reduction Services will be defined at the Task Order level.
- 2.1.30 Project Manager (PM). A PM is either a Government employee or Contractor employee responsible for overall operations of the project and assigned to act as a liaison between the Government and the Contractor on technical project issues. A PM has no authority to enter into, administer, modify, or terminate contracts.
- 2.1.31 Program Manager (PgM). A PM is either a Government employee or Contractor employee responsible for overall operations of all the projects within the program and acts as a liaison between the Government and the Contractor on overarching program issues.
- 2.1.32 Quality Assurance (QA). The Government procedures to verify that services performed by the Contractor are performed according to acceptable standards.
- 2.1.33 Quality Assurance Monitoring Form (QASF). Form completed by COR and used as documentation of the surveillance of the Contractor's performance.
- 2.1.34 Quality Assurance Surveillance Plan (QASP). A written plan specifying Government's surveillance method(s) used to surveil Contractor performance.
- 2.1.35 Quality Control (QC). All necessary measures taken by the Contractor to ensure that the quality of its end product or service shall meet contract requirements.
- 2.1.36 Risk Assessment Code (RAC). Quantitative estimate of risk associated with an activity/task; a product of the estimated probability (frequency) of loss from an activity/task and the severity of that loss.
- 2.1.37 Security. Actions that prevent the loss or damage of Government property.
- 2.1.38 Services. Any duties or work performed by the Contractor for the Government.
- 2.1.39 Specialized Demolition. Demolition of a facility contaminated with explosives and/or any other extraordinary substance, or is of such design/size that it is unique and requires specialized expertise for demolition. Asbestos, mercury switches, and other such ordinary regulated wastes are not considered extraordinary substances.

2.1.40 Storm Water Pollution Prevention Plan - A plan conforming to applicable Federal, State, Local, and Municipal codes that address measures to reduce and/or eliminate discharge of sediments and pollutants to the watershed from construction sites.

2.1.41 Subcontractor. One that enters into a contract with a Prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.42 Task Order Contract. A contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.

2.1.43 Toxic Characteristic Leaching Procedure is a soil sample extraction method for chemical analysis employed as an analytical method to simulate leaching through a landfill and is used to determine if a solid waste is classified as a regulated substance via EPA Method 1311.

## **2.2 Acronyms.**

- 2.2.1 ACM. Asbestos-Containing Materials
- 2.2.2 AHA. Activity Hazard Analysis
- 2.2.3 APP. Accident Prevention Plan
- 2.2.4 AST. Above-Ground Storage Tank
- 2.2.5 C&D. Construction and Demolition
- 2.2.6 CEHNC. US Army Engineering and Support Center, Huntsville
- 2.2.7 CIH. Certified Industrial Hygienist Competent Person.
- 2.2.8 COR. Contracting Officer's Representative
- 2.2.9 CQC. Contractor Quality Control
- 2.2.10 DoD. Department of Defense
- 2.2.11 DSPOYR. Disposition Year of Removal/Demolition
- 2.2.12 DWP. Demolition Work Plan
- 2.2.13 EPA. Environmental Protection Agency
- 2.2.14 FACNO. Facility Number
- 2.2.15 FFP. Firm Fixed Price
- 2.2.16 FRP. Facilities Reduction Program
- 2.2.17 ID/IQ. Indefinite Delivery/Indefinite Quantity
- 2.2.18 KO. Contracting Officer
- 2.2.19 LBP. Lead Based Paint
- 2.2.20 MATOC. Multiple Award Task Order Contract
- 2.2.21 MEC. Munitions and Explosives of Concern
- 2.2.22 ORM. Other Regulated Material(s)
- 2.2.23 OSHA. Occupational Safety and Health Administration
- 2.2.24 NEC. National Electrical Code
- 2.2.25 NFPA. National Fire Protection Association
- 2.2.26 NOI. Notice of Intent
- 2.2.27 NOT. Notice of Termination
- 2.2.28 NPDES - National Pollutant Discharge Elimination System
- 2.2.29 PWS. Performance Work Statement

- 2.2.30 SO. CEHNC Safety Office
- 2.2.31 SSHO. Site Safety and Health Officer
- 2.2.32 SWPPP. Storm Water Pollution Prevention Plan
- 2.2.33 TCLP. Toxic Characteristic Leaching Procedure
- 2.2.34 TO. Task Order
- 2.2.35 USACE. United States Army Corps of Engineers
- 2.2.36 UST. Underground Storage Tank
- 2.2.37 WD. Work Day

**3.0 GOVERNMENT- FURNISHED PROPERTY & ITEMS.** The Government shall furnish the items described below. In addition, the Government shall provide a list of host installation contacts.

**3.1 Government-Furnished Facilities.** The Government shall furnish a list of all facilities for removal or partial removal as part of the demolition process. Contractor shall take possession of all property described in the task order PWS for dismantling or demolition. Ownership of the property to be dismantled/demolished shall vest in the Contractor immediately upon issuing the notice to proceed (NTP) with the work unless otherwise directed in the task order PWS.

**3.2 Government-Furnished Information.** The Government may furnish site-specific information, which could include environmental surveys, regulated material surveys, drawings, and installation policies and procedures affecting the work. The documents may include items such as local procedures for disposal of C&D materials, site limitations for working hours, travel routes, a list of Government retained property and wage rate determinations.

**3.3 Government-Furnished Landfill(s)/Borrow Pit(s).** The Government may grant Contractor access to and use of on-site landfills for disposal of various demolition and abatement debris. Government may also grant Contractor use of on-site borrow pits for access to and/or deposit of suitable backfill materials. Government will provide information regarding availability of on-site landfill(s) and borrow pit(s), to include conditions for use, in the task order PWS.

**3.4 Government-Furnished Utilities.** The Installation shall provide to the Contractor use of Government owned and operated utilities available at the site. If utilities are privatized, the Government will provide utility owner points of contact as requested by the Contractor. Contractor shall establish requirements for use of utilities with the utility owner/operator and the installation. The Contractor shall determine the existence and location of such utilities. The Contractor is responsible for providing utilities when no utilities are available on site. Unless otherwise directed in the task order PWS, Government shall furnish utilities without charge. The Contractor shall, at its expense and in a manner satisfactory to the Government, install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used. Prior to final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

#### **4.0 CONTRACTOR-FURNISHED ITEMS and SERVICES.**



**4.1** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and services necessary to perform facility reduction services as defined in this PWS except for those items in Section 3.0 of this PWS or as directed in the task order PWS.

**4.2** The Contractor shall provide a full range of commercial demolition services to include, but not limited to, the specific work tasks stated in Section 5 below. Additional detailed demolition-related services may be required, per individual task order. The objective of this contract is to remove excess Federal facilities using proven commercial means, methods, techniques, and best practices. The Government shall delineate specific project details and special conditions in individual task orders awarded under this contract. In general, Contractor should anticipate task order PWSs to contain ACM abatement, regulated material removal, demolition, and site restoration.

**4.3** Contractor shall not use explosives or burning for facility reduction, unless explicitly directed/allowed in the task order PWS.

## **5.0 Contractor Management and Personnel Requirements.**

**5.1 Contractor Management.** Contractor shall provide all personnel necessary to manage and perform specified services. Contractor shall furnish general management, safety management, quality management, training, administration, travel, supervision, quality control (QC), supplies, materials and equipment (not otherwise furnished as Government Furnished Materials) necessary to deliver abatement and demolition services in compliance with task order schedule and IAW with contract terms and conditions, reference documents, contract and task order requirements, and contract clauses. At all times during performance of this contract until government acceptance of the work, the Contractor shall provide a Program/Project Manager and an on-site Job-Site Superintendent IAW requirements set forth below.

**5.2 Personnel Duties, Qualifications, and Training.** The Contractor shall ensure that all Contractor and subcontractor personnel working under this contract are fully qualified and have all required current and valid certifications and training for their assigned duties per this performance work statement and per all applicable Federal, state, and local laws, regulations, and requirements. Contractor may not substitute previously identified and accepted Key personnel without written KO acceptance.

**5.2.1 Principal.** The principal is the company owner, chief executive officer, or other company representative that has the power to transact business on behalf of the company and ultimate decision-making authority. The company principal's major responsibility is managing relationships. Specifically, they handle client relationships, tend to business relationships, and work to develop the company's strategic mission and long-term vision.

**5.2.2 Corporate Contracts Manager.** The Corporate Contracts manager shall have full authority as a Company representative in all matters relating to contracts, including but not limited to, contract negotiations, modifications, and proposal submittals. The Corporate

Contracts Manager shall have a Bachelor's or other 4-year degree from an accredited college or university in business or a relevant field, ten (10) years of relevant experience in contracting field, or an equivalent combination of relevant education and experience.

5.2.3 The duties, qualifications, and training requirements for Key Personnel positions include:

5.2.3.1 Program Manager (Key Personnel). The Program Manager (PgM) is directly responsible for the Contractor's entire facility reduction program. The PgM shall serve as the single point of contact and liaison between the Contractor and CEHNC's KO. The PgM shall have a Bachelor's degree from an accredited college or university in a relevant field, six (6) years of relevant experience and/or training, or an equivalent combination of relevant education and experience, and a minimum of four (4) years in a supervisory position. In order to qualify without a college degree, PgM shall have a minimum of 12 years relevant experience. PgM shall understand and be fully conversant in environmental and safety laws, regulations, and requirements applicable to performance of project tasks covered in the Performance Work Statement (PWS). The PgM shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. PgM shall be an employee of the prime Contractor.

5.2.3.2 Corporate Safety Manager (Key Personnel). The Corporate Safety Manager (CSM) has direct responsibility for the Contractor's entire safety program. The Safety Manager represents the Contractor and shall serve as the single point of contact and liaison between the Contractor and SO. CSM shall have a Bachelor's or other 4-year degree from an accredited college or university in safety management, safety and occupational health, industrial hygiene, environmental science, or a relevant field, ten (10) years of relevant experience in general and construction industry, or an equivalent combination of relevant education and experience in OSHA, ANSI, NFPA, EPA, and DOSH regulations, Worker's Compensation Regulations, and Accident Investigation Protocols. In order to qualify without a college degree, CSM shall have a minimum of 15 years relevant experience. CSM shall understand and be fully conversant in all environmental and safety laws, regulations, and requirements applicable to performance of project tasks covered in the Performance Work Statement (PWS). Professional credentials requested, but not required, include Certified Safety Professional (CSP), Construction Health and Safety Technician (CHST), Certified Industrial Hygienist (CIH), Certified Safety and Health Official (CSHO), Safety and Health Leadership (SHL), or other Institute for Safety and Health Management (ISHM) recognized safety certification programs. CSM shall be an employee of the prime Contractor.

5.2.3.3 Contractor Quality Control Manager (Key Personnel). The Contractor Quality Control Manager (CQCM) has direct responsibility for Contractor Quality Control (CQC) to ensure compliance with the requirements identified in the PWS and the Contractor Quality Control Plan. CQCM shall have authority to act in all CQC matters. CQCM shall have a minimum of three (3) years relevant experience in quality assurance and quality control (QA/QC). The CQCM shall have full authority to act for the contractor on all contract matters relating to CQC. CQCM shall be an employee of the prime Contractor.

5.2.3.4 Regulatory Specialist (Key Personnel). The Regulatory Specialist is responsible for assuring that the Contractor achieves regulatory compliance during all environmental related activities in the task order. The Regulatory Specialist must have professional knowledge, thorough understanding, and applied practical experience dealing with environmental regulations including, but not limited to, RCRA, CERCLA, Superfund Amendments & Reauthorization Act (SARA), Toxic Substances Control Act (TSCA), Clean Air Act, Clean Water Act, and implementing Federal, State, and local regulations and their application to projects. Regulatory Specialist shall have a Bachelor's degree from an accredited college or university in a relevant field, four (4) years of relevant experience and/or training, or an equivalent combination of relevant education and experience. In order to qualify without a college degree, Regulatory Specialist shall have a minimum of 12 years relevant experience. Regulatory Specialist shall be an employee of the prime Contractor.

Regulatory Specialist shall document professional registration in their respective field of expertise (e.g. Certified Hazardous Materials Manager (CHMM), Registered Environmental Manager (REM), etc.) and have a minimum of three (3) years specialized experience in the accumulation, manifesting, and shipment of wastes. In addition, Regulatory Specialist shall demonstrate the completion of the following training and will be required to maintain/refresh training during the life of the contract IAW the following regulations.

- Training and current certification under 49 CFR 172, Subpart H.
- Hazardous waste management procedures (40 CFR 262)
- Contingency plan implementation (40 CFR 265.16).

5.2.4 The duties, qualifications, and training requirements for Non-Key Personnel positions include, but are not limited to, the following:

5.2.4.1 Project Manager (Non-Key Personnel). Contractor shall designate a PM for each task order contract. Contractor shall submit PM qualifications, experience, and performance history for KO and COR review and acceptance. The PM shall be the single point of contact for the task order and shall be responsible for the management and execution of the task order IAW the contract PWS, accepted work plans, and all Federal, State, and local laws, regulations, and requirements. The PM shall maintain close communication and coordination with COR for the duration of the project, including weekly and/or monthly progress and detailed cost reporting. PM shall be an employee of the prime Contractor.

5.2.4.2 Site Safety and Health Officer (SSHO) (Non-Key Personnel). As directed in the task order PWS, the Contractor shall provide a dedicated SSHO at the work site. SSHO performs safety and occupational health management program, safety surveillance, safety inspections, and safety enforcement for the Contractor, to ensure all Contractor and subcontractor personnel perform work IAW EM 385-1-1, and all Federal, State, and local safety laws, regulations, and requirements. The SSHO shall have sufficient documented education, training, and experience in safety work with at least five (5) years of continuous construction industry safety experience in supervising/managing general construction (managing safety programs or processes or conducting hazard analyses and developing controls) on similar projects. Required training shall include completion of 30-hour OSHA construction or general industry safety class, CPR and

First Aid certifications, and 8 hours of documented formal, on-line, or self-study safety and health related coursework every year. Government encourages Industry-specific training, as well. The Contractor shall provide in writing to the KO for review and acceptance, the names and qualifications of this person and an alternate who shall act for the contractor when the SSHO is absent. The task order will identify whether the SSHO may have any other assigned duties. SSHO shall be an employee of the prime Contractor.

5.2.4.3 Site Superintendent (Non-Key Personnel). As directed in the task order PWS, the Site Superintendent (Superintendent) is the on-site person who plans, assigns, and directs safe work activities for all Contractor and subcontractor personnel, and shall be qualified to perform as “Competent Person” as defined in 29 CFR 1926.32(f). The Superintendent is responsible for all work activities and their outcomes. In addition, the Superintendent acts as primary Contractor liaison with COR. The Superintendent conducts daily safety meetings, daily safety/health inspections, and mishap investigations, and maintains OSHA logs. The Superintendent implements the APP and ensures Contractor performs work IAW EM 385-1-1. Superintendent shall have a Bachelor’s degree from an accredited college or university in a relevant field, four (4) years of relevant experience and/or training, or an equivalent combination of relevant education and experience and a minimum of four (4) years in a supervisory position. In order to qualify without a college degree, Superintendent shall have a minimum of 12 years relevant experience. The Site Superintendent must be present at the worksite during all work activities. The Contractor shall provide in writing to the KO for review and acceptance, the names and qualifications of this person and an alternate who shall act for the contractor when the Superintendent is absent. Site Superintendent shall be an employee of the prime Contractor.

5.2.4.4 Site Contractor Quality Control Manager (Non-Key Personnel). As directed in the task order PWS, the Site Contractor Quality Control Manager (QCM) is the on-site person responsible for managing and performing the daily QC responsibilities and ensures services are performed IAW its QC Plan and the PWS. The QCM shall provide direct oversight, through document review and physical inspection of work processes, to identify, prevent, and ensure non-recurrence of defective services. QCM shall have a minimum of three (3) years relevant field experience in quality control.

5.2.4.5 Certified Industrial Hygienist (CIH) (Non-Key Personnel). As directed in the task order PWS, the contractor shall provide a dedicated Certified Industrial Hygienist (CIH) at the work site. CIH performs safety and occupational health management program, safety surveillance, safety inspections, and safety enforcement for the Contractor, to ensure all Contractor and subcontractor personnel perform work IAW EM 385-1-1, and all Federal, State, and local laws, regulations, and requirements. The CIH shall have current American Board of Industrial Hygiene certification and shall have a minimum of three (3) years’ relevant field experience. Contractor CSM may serve as CIH, with appropriate training and qualifications.

5.2.4.6 Waste Manager (Non-Key Personnel). As directed in the task order PWS, Waste Manager has the responsibility to ensure the proper characterization, packaging, transportation, and ultimate disposal of regulated materials IAW all Federal, State, and local laws, regulations, and requirements. Waste Manager shall have a Bachelor’s degree from an accredited college or university in a relevant field, three (3) years of relevant waste management experience, trained to

properly characterize solid and hazardous waste IAW RCRA (40 CFR 261-268) and NESHAPs (40 CFR 61 Subpart M) and DOT trained IAW 49 CFR 172 Subpart H to identify DOT hazardous materials, IAW 49 CFR Subchapter C-Hazardous Material Regulations. In order to qualify without a college degree, Waste Manager shall have a minimum of 6 years relevant experience, and trained to properly characterize solid and hazardous waste, as outlined above. The Contractor shall provide in writing to the KO for review and acceptance, the names and qualifications of this person and an alternate who shall act for the contractor when the Waste Manager is absent.

5.2.4.7 Professional Engineer (Non-Key Personnel). The Professional Engineer (PE) represents the Contractor and performs professional evaluations; seals, stamps, and certifies structural integrity, safety, and work procedures for the Contractor. The PE represents the Contractor and provides required Seals and Stamps for Work Plan, demolition plans, Engineering Surveys, and other design or construction documents required during performance of the PWS. The PE may be registered in any State or Trust Territory of the United States, but must meet requirements to work as a PE in the State in which the work will be performed.

5.2.4.8 UXO Construction/Avoidance Support (On-Call/Standby) (Non-Key Personnel). As directed in the task order PWS Contractor shall provide UXO Construction Support IAW EM 385-1-97, Paragraph I.1.A.02.02b. For On-Call/Standby support, the Contractor shall provide a UXO team that includes a UXO Technician III and a UXO Technician II qualified IAW requirements set forth in Department of Defense Explosives Safety Board Technical Paper 18, Rev 01 (TP18) "Minimum Qualifications for Personnel Conducting Munitions and Explosives of Concern-Related Activities", dated 24 Jun 2020. For Avoidance support, the Contractor shall provide UXO team that includes a UXO Technician II, or above, qualified IAW TP18, and a secondary person. The Contractor shall provide in writing to the KO for review and acceptance, the names and qualifications of these persons who shall act for the Contractor.

5.2.4.9 Crane Operators (Non-Key Personnel). Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16. Contractor shall provide proof of current qualification and national accreditation for acceptance prior to commencement of crane use. Crane operators shall report to the Site Superintendent.

5.2.4.10 Competent Person(s). 29 CFR 1926.32(f) defines "Competent Person" as one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. The Contractor shall provide in writing to the KO for review and acceptance, the names and qualifications for on-site competent person(s) for each of the following major areas:

- Excavation and Trenching;
- Asbestos;
- Lead;
- Scaffolding;
- Fall Protection;

- Hazardous Energy;
- Confined Space;
- Health Hazard Recognition,
- Evaluation and Control of Chemical, Physical and Biological Agents;
- Personal Protective Equipment and Clothing, to Include Selection, Use, and Maintenance.

**5.3 Identification of Contractor Employees.** All contract personnel attending meetings and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractor personnel must also ensure all contractor-produced documents and reports are suitably marked as contractor products or appropriately disclose contractor participation.

**6.0 SPECIFIC TASKS.** The Government intends to award a series of individual, competitive task orders under this contract, each with a distinct project/site-specific PWS. Specific tasks listed in this section describe the nature and type of tasks that shall commonly be required under this contract, but may not be all-inclusive. For each of these tasks/services, the Contractor must meet acceptable performance levels in specialized expertise, technical approach (means and methods), safety and health, regulatory compliance, budget and productivity, schedule management, and an ability to relate and respond to project requirements.

Individual task order PWS may further define or add/delete tasks required for project execution/completion.

Contractor shall conform to contract specifications stated herein, as well as in subsequent task order PWSs. The Government may provide additional applicable Technical Exhibits to mandate specific Contractor actions, provide guidance for accomplishing mandatory activities, or simply provide related information.

## **6.1 Task Orders.**

6.1.1 Task orders placed against the basic contract will define periods of performance within which the Contractor must accomplish the required work. Each task order will contain the agreed to PWS, type(s) of services(s) Contractor shall perform, specific deliverable items, and the negotiated fixed price cost for performing the work.

6.1.2 The Government, at any time prior to final payment of the task order, may change task order requirements by issuing a modification. No changes or corrections to a task order will be affected, or accepted by the Government, without the KO's issuance of a written modification to the Task Order. The Contractor is not to assume any adjustments to the Task Order in any form, until or unless the KO issues a modification.

6.1.3 Per FAR 16-505(b)(2), all awardees need not be given an opportunity to be considered for a particular task order if the KO determines that (1) the agency need for the supplies or

services is so urgent that providing a fair opportunity would result in unacceptable delays; (2) only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; (3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; (4) there is a conflict of interest with the existing contract on a specific site or installation; (5) an awardee loses their accreditation during the period of performance; or (6) it is necessary to place an order to satisfy a minimum guarantee.

6.1.4 Per FAR 16.505(a)(10)(i), no protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for 1) a protest on the grounds that the order increases the scope, period, or maximum value of the contract or 2) a protest of an order valued in excess of \$10 million.

6.1.5 Per FAR 16.505(b)(8) A Task Order and Delivery Order Contract Ombudsman is responsible for review of complaints to ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures set forth in the contract. The ombudsman for task orders awarded under this contract is the Deputy Director of Contracting and may be reached at the following address:

U.S. Army Corps of Engineers, Headquarters National Contracting Organization, Attention: CECT (USACE Ombudsman), 441 G Street NW, Washington, DC 20314-1000

## **6.2 Task Order Proposals.**

6.2.1 Technical Proposals. Contractor shall submit a technical proposal (“the proposal”) for each task order solicitation. Contractor shall exercise due diligence in evaluating and investigating specific technical needs for accomplishing the work in a timely and professional manner under each task order.

6.2.2 The proposal submitted in response to a task order Request for Proposal (RFP) under the Facilities Reduction Program shall be evaluated for technical acceptability using the following guidelines:

6.2.2.1 The proposal shall provide a clear, concise, and logical description of the work methods, means, and sequence Contractor intends to use to meet specific requirements of the task order PWS and associated Appendices and Attachments.

6.2.2.2 The proposal shall be site-specific, not generic. It shall not merely repeat the task order PWS. Proposal shall include sufficient detail, to include maps and figures, to demonstrate that the Contractor clearly understands requirements of the task order PWS.

6.2.2.3 Contractor shall provide a proposed project schedule using a Gantt chart format. The proposed schedule shall provide an estimated NTP date, mobilization date, and shall detail the sequence of work for each major activity (abatement, demolition, restoration) by facilities or

groups of facilities, dependency relationships between activities, and the overall schedule in the task order PWS, to include base work and any/all options.

6.2.2.4 The proposal shall clearly describe Contractor's on-site management and project planning processes through which it will adapt work schedules and processes when encountering changing conditions based on owner needs, site condition problems, and/or weather delays, etc.

6.2.2.5 The proposal shall describe the types and numbers of pieces of equipment Contractor expects to use, describe expected number of personnel by position, identify subcontractors, and provide any information relevant to the evaluation of Contractor's technical ability to perform the required work within the proposed project schedule provided in the task order PWS.

6.2.2.6 The proposal shall indicate the expected diversion rate and indicate whether it will meet diversion goals prescribed in the task order PWS.

6.2.2.7 The proposal shall describe the anticipated quantities and types of materials for diversion/recycling. Contractor proposal shall identify company names, locations, and certifications that will receive diverted/recyclable material. Contractor may submit this information in tabular form within its technical proposal.

6.2.2.8 The proposal shall describe the anticipated quantities and types of ACM and ORM waste. Contractor proposal shall identify company names, locations, and certifications that will receive ACM and ORM waste. Contractor may submit this information in tabular form within its technical proposal.

6.2.2.9 The proposal shall describe anticipated quantities and types of non-ACM and non-ORM materials not eligible for diversion/recycling (e.g., materials disposed at landfill, etc.). Contractor proposal shall identify company names and locations that will receive these non-diverted/non-recyclable materials. Contractor may submit this information in tabular form within its technical proposal. The proposal shall furnish names, qualifications, and positions of key personnel required.

**6.3 Contract Modifications/Differing Site Conditions.** The KO may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract. Changes may result from Government requested changes, Contractor requested changes based on technical or physical conditions/restrictions, or changes based on differing site conditions. Typically, the KO will transmit potential changes using the following methods, based on the specific circumstances of the change.

6.3.1 RFP. The Government will provide the Contractor an RFP that includes a revised PWS with the changed conditions. The contractor shall respond with a technical and price proposal that satisfies the RFP. This action may result in a contract modification.

6.3.2 ECP. The Contractor may provide an unsolicited proposal to the Government requesting a change based on technical or physical conditions/restrictions at the site discovered during contract performance. The Contractor shall address changed or proposed changes to



conditions. The Government shall evaluate the ECP's technical and price proposal. This action may result in a contract modification.

6.3.3 REA. The Contractor shall promptly, and before conditions are disturbed, give written notice to the KO. The KO shall investigate the site conditions to determine if the site conditions materially so differ that the change affects the Contractor's cost or schedule. The KO shall provide written determination of its findings to the Contractor. The Contractor shall only perform work after receiving written guidance from the KO. The contractor may be compensated based on the validity of the effort expended. Reimbursement is based on expensed funds which are substantiated with documentation (e.g. receipts, bills, certified payrolls, etc.).

An exception to the requirement of prior KO coordination and approval may be for the contractor to take immediate action in the event of a critical and or eminent life, health, and or safety emergency. These exceptions should be rare and any attempt to utilize them for actions which would be preventable with proper planning, coordination, and or approval may result in the contractor's "at risk" actions NOT being reimbursed by the Government. This action may result in a contract modification.

**6.4 Emergency Response.** This contract includes emergency response. Government may schedule concurrent scoping/pre-proposal site visits. For emergency response RFPs, proposal may be required within 72 hours of receipt of RFP.

## **6.5 Summary of Work.**

6.5.1 Preparation and Submittal of Pre-Project Documents. Contractor shall prepare submit bonds, contract submittals, documents, forms, permit requests, access requests, notifications, work plans, accident prevention plans, CQC plans, and related documents, as required by the task order contract milestone schedule.

6.5.2 Demolition Work Plan. The site-specific demolition work plan ("Work Plan") is a compilation of several Contractor plans that detail the Contractor's goals, means, methods, and personnel for accomplishing activities required by the task order PWS in accordance with all Federal, State, and local regulations and requirements. Contractor shall not mobilize prior to Government review and acceptance of the work plan.

Contractor Work Plan shall include:

- Accident Prevention Plan
- Demolition Procedures and Engineering Controls
- Waste Management Plan
- Material Handling Procedures and Sampling Plan
- Engineering Assessment Determination of Demolition Viability
- Environmental Protection Plan
  - ACM Abatement and Regulated Materials Removal Plan
  - Environmental Compliance Plan
- Natural Resources and Wildlife Management

- Cultural and Historic Resources Management
- Clean Water Act
- Storm Water Pollution Prevention Plan
- Erosion and Sediment Control Plan
- Spill Pollution Prevention Plan
- Solid Waste Management
- Materials Handling, Packaging, Disposal, and Transportation
- Access/Egress and Security Controls
- Fire Protection and Prevention Plan, if applicable
- Quality Control Plan
- Project Schedule Detail Work Plan

Contractor work plan shall comply with and reference applicable pertinent sections of the following regulations and guidance publications:

- Federal Acquisition Regulation, FAR Clause 52.236-13: Accident Prevention;
- U.S. Army Corps of Engineers (USACE), Safety and Health Requirements Manual, EM 385-1-1 (version in effect at time of award);
- USACE ER 385-1-95 Safety and Health Requirements for Munitions and Explosives of Concern (MEC) Operations, 1 May 2007;
- Occupational Safety and Health Administration (OSHA) Construction Industry Standards, 29 CFR 1926, and General Industry Standards, 29 CFR 1910;
- Department of Transportation Regulations, 49 CFR Subchapters A, B, and C
- Environmental Protection Agency (EPA) Regulations, 40 CFR Subchapter I – Solid Wastes
- EPA Regulations, 40 CFR 300 – National Oil and Hazardous Substances Pollution Contingency Plan
- RCRA 42 USC 6901 et seq
- Clean Air Act (CAA) 42 USC 7401 et seq
- Safe Drinking Water Act 42 USC 300f et seq
- Clean Water Act 33 USC 1251 et seq
- National Environmental Policy Act 42 USC 4321 et seq
- Toxic Substances Control Act 15 USC 2601 et seq
- Archaeological Resources Protection Act 16 USC 470 et seq
- Other applicable Federal, State, and local requirements and regulations, to include requirements enacted by Regulatory Authorities during the life of this contract.

6.4.2.1 Site-Specific Accident Prevention Plan. Prior to mobilization and performing any work, the Contractor shall prepare and submit a site-specific APP and AHAs IAW EM 385-1-1 and guidance provided in Attachment 10, Accident Prevention Plan Checklist. APP shall detail the tasks and activities required to identify, evaluate, and eliminate or control hazards at the work site. Contractor shall comply with all Federal, State, and local health and safety requirements. Contractor shall not commence fieldwork prior to Government review and acceptance of the APP.

6.4.2.1.1 The Contractor shall use a qualified person, as defined in EM 385-1-1, to prepare the written site-specific APP. The APP shall be project-specific and shall address any unusual or unique aspects of the project or activity required by the task order PWS. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Prime Contractor is the "controlling authority" for all work site safety and health of the subcontractors. Contractors shall inform its subcontractors of the safety provisions required under the terms of the contract and the penalties for noncompliance, to include coordinating work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure subcontractors adhere to accident prevention processes and procedures.

6.4.2.1.2 The APP shall contain a Signature Sheet that includes title, signature, and phone number of the Plan preparer [Qualified Person (QP), Competent Person (CP), or Corporate Safety staff person] and their qualifications. APP must be approved by company/corporate officers authorized to obligate the company who shall sign the signature sheet. Finally, Contractor shall provide concurrence of other applicable corporate and project personnel, e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, Project Manager or Superintendent, Project Safety Professional, or Project QC on the signature sheet.

6.4.2.1.3 Contractor shall submit APP to the KO for acceptance IAW the requirements of the awarded task order. Once accepted by the KO, the Government shall enforce the APP and attachments as part of the contract. Disregarding the accepted APP shall be cause for stopping of work. Once work begins, Contractor shall submit any/all requested changes to the accepted APP through the Site Superintendent, SSHO, and QC Manager, to the KO for review and concurrence. Should a safety hazard become evident, Contractor shall stop work in the area, secure the area, and develop a plan to remove the safety hazard. Contractor shall notify the KO within 24 hours of discovery and provide its plan to eliminate/remove the safety hazard.

6.4.2.1.4 The APP shall include an Activity Hazard Analysis (AHA) form in the format shown in EM 385-1-1 for each activity, task, or defined feature of work. Contractor shall submit additional AHA's upon discovery of additional hazards not known at the time of APP development to the Government for review prior to the start of work. Contractor shall review the AHA list no less than once each month at the Contractor supervisory safety meeting and update as necessary when procedures, scheduling, or hazards change. Contractor shall develop the activity hazard analyses using the project schedule as the basis for the activities performed. All activities listed on the project schedule shall require an AHA.

6.4.2.1.5 Contractor shall post the APP at the job site in accordance with EM 385-1-1.

6.4.2.2 Demolition Procedures and Engineering Controls. Contractor shall describe its proposed demolition activity procedures specific to the requirements of the task order PWS. Contractor shall describe site-specific equipment, personnel, and abatement and demolition activities based on the structural integrity of the facility(ies). Contractor shall describe its approaches for mobilizing/demobilizing, rerouting/cutting/capping/sealing utilities, controlling storm water runoff, preventing erosion at the site, protecting the environment, abatement of ACM/ORM,

demolition, debris material handling and disposal, debris material recycling/salvage, and site restoration. Contractor shall describe its proposed engineering control processes, procedures, and/or physical barriers to ensure a safe and clean working environment.

6.4.2.3 Material Handling Procedures and Sampling Plan. Contractor shall describe its means, methods, and list of equipment required for physical accomplishment of abatement and demolition activities. Contractor shall describe sampling analysis plan, to include how, when, where samples will be collected and analyzed. Contractor shall describe procedures for solid waste management, and hazardous materials handling, packaging, disposal, and transportation.

6.4.2.4 Site-Specific Waste Management Plan. Demolition waste includes all products of abatement, demolition, and/or removal, and other associated items identified for removal as part of the project. Contractor shall develop and submit a Waste Management Plan describing its proposed waste management processes and procedures to ensure Contractor, including all subcontractors, vendors, and suppliers, manages waste, to include all regulated waste, IAW all Federal, State, and local regulations and requirements. Contractor shall describe all waste management activities including containerizing and temporary storage of all waste streams, characterization of the waste prior to disposal, and manifesting and transporting the waste offsite for disposal to the appropriate treatment, storage or disposal facility in accordance with applicable Federal, State and local regulations or requirements.

6.4.2.4.1 Contractor shall describe its site-specific plan for implementing efficient waste management of demolition debris.

6.4.2.4.2 Contractor shall provide name of Contractor's project Waste Manager.

6.4.2.4.3 Contractor shall describe its plan for waste stream characterization.

6.4.2.4.4 Contractor shall describe expected types and quantities of generated demolition materials and shall use the major debris categories and subcategories (where applicable) listed in Attachment 12, Demolition and Recycling Final Report.

6.4.2.4.5 Contractor shall describe its plan for proper handling, storage, and management of regulated and non-regulated demolition debris and waste IAW all Federal, State, and local laws, regulations, and requirements.

6.4.2.4.6 Contractor shall provide name(s) and location(s) of available C&D landfills Contractor intends to use.

6.4.2.4.7 Contractor shall provide name(s) and location(s) of available recycle/re-use facilities Contractor intends to use.

6.4.2.4.8 Contractor shall describe its plan for diverting demolition debris from landfills and incinerators to meet recycling or reusing goals stated in the task order PWS. Contractor shall describe specific approaches, areas, and equipment necessary for processing, sorting, and temporary storage of materials identified for recycling or reuse.

6.4.2.4.9 Contractor shall describe requirement for monthly transmittal of delivery manifests for disposal of non-regulated C&D debris to the COR.

6.4.2.4.10 Contractor shall describe requirement for monthly transmittal of delivery manifests for disposal of regulated/non-regulated wastes/items to the COR.

6.4.2.4.11 Contractor shall describe requirement for documenting delivery of concrete materials stockpiled at the site and metals delivered to a recycling facility and transmitting documents to COR monthly.

6.4.2.5 Environmental Protection Plan. Contractor shall provide an Environmental Protection Plan that addresses all Federal, State, and local regulations and requirements. Contractor plan shall specifically address ACM Abatement and Regulated Materials Removal, Environmental Compliance, Natural Resources and Wildlife Management, Cultural and Historic Resources Management, Clean Water Act, to include Storm Water Pollution Prevention and/or Erosion and Sediment Control, Spill Pollution Prevention and Reporting, Solid Waste Management, and Hazardous Materials Handling, Packaging, Disposal, and Transportation.

6.4.2.5.1 ACM Abatement and Regulated Materials Removal. Contractor shall describe its plan for identifying and removing asbestos-containing and/or other regulated materials within facility(ies) prior to demolition. Contractor shall describe:

6.4.2.5.1.1 Site-specific asbestos or ORM removal processes;

6.4.2.5.1.2 Safety processes that Contractor will implement to protect its workers and the public during the asbestos and/or ORM removal processes;

6.4.2.5.1.3 Air monitoring requirements and Contractor implementation plan;

6.4.2.5.1.4 Characterization requirements and Contractor implementation plan for asbestos and/or ORM;

6.4.2.5.1.5 Packaging, marking, labeling, and temporary storage requirements and Contractor implementation plan for asbestos and/or ORM; and

6.4.2.5.1.6 Transportation and disposal procedures for asbestos and/or ORM in accordance with Federal, State and local regulations or requirements.

Contractor shall maintain waste disposition records to document types and quantities of waste generated at each facility and its final disposition facility(ies). Contractor shall make these records available to the Government during demolition, and Contractor shall include copies of the records in its Final Demolition and Recycling Report

6.4.2.5.2 Environmental Compliance, Natural Resources and Wildlife Management, Cultural and Historic Resources Management

6.4.2.5.2.1 Environmental Compliance. Contractor shall describe its plan for ensuring performance of work required by the task order contract is executed in conforms with applicable Federal, State, and local laws, regulations and requirements, to include work executed by its subcontractors, vendors, and suppliers.

6.4.2.5.2.2 Natural Resources and Wildlife Management. To the maximum extent possible, Contractor shall avoid harming natural resources in the performance of this contract. Contractor shall submit a plan detailing means and methods to prevent defacing, bruising, injuring, damaging, or destroying natural resources. Contractor shall not cut or remove trees or shrubs without written approval of the KO. Contractor shall remove stone, earth, or other displaced material and replace in appropriate location. Contractor shall protect monuments and markers, if any, prior to commencement of work activities. Contractor shall restore natural resources damaged during the performance of this contract to original condition or a condition approved by the COR at no additional cost to the Government

6.4.2.5.3 Archaeological Resources Protection Act of 1979. Archaeological Resources Protection Act of 1979 (ARPA) governs the excavation of archaeological sites on federal and Indian lands in the United States, and the removal and disposition of archaeological collections from those sites. ARPA forbids anyone from excavating or removing archaeological resources from Federal or Indian land without a permit and forbids any sales, purchase, exchange, transport, or receipt. Contractor shall immediately report finding of any suspected archaeological resources to the KO. Contractor shall not disturb or publically disclose information concerning the nature and location of any archeological resource for which excavation or removal requires a permit.

6.4.2.5.4 Clean Water Act. In accordance with the Clean Water Act, Contractor shall not discharge pollutants into the waters of the U.S. Contractor shall procure any/all required permits under this Act.

6.4.2.5.4.1 Storm Water Pollution Prevention Plan: As directed in the task order PWS, Contractor shall provide and implement a Storm Water Pollution Prevention Plan (SWPPP) that meets Federal, State, and local regulations and requirements. Government shall review and accept plan prior to Contractor mobilization. The Contractor shall submit Notice of Intent (NOI) to installation Environmental Office for review and acceptance. Upon completion of work, Contractor shall submit Notice of Termination (NOT) to installation Environmental Office for review and acceptance. Contractor shall submit copy of the NOI, NOT and other permits to COR upon request, and Contractor shall include copies in its Final Report.

6.4.2.5.4.2 Erosion and Sediment Control Plan. As directed in the task order PWS, Contractor shall provide and implement an Erosion and Sediment Control Plan that meets Federal, State, and local regulations. The Contractor shall submit NOI to installation Environmental Office for review and acceptance. Upon completion of work, Contractor shall submit NOT to installation Environmental Office for review and acceptance. Contractor shall submit copy of the NOI, NOT and other permits to COR upon request, and Contractor shall include copies in its Final Report.

6.4.2.6 Spill Pollution Prevention. Contractor shall describe its plan for spill pollution prevention of Other Controlled Materials (OCM) and Other Regulated Materials (ORM) and for rapid response and spill control.

6.4.2.7 Access/Egress and Security. Contractor shall describe its plan for entering and exiting the site during fieldwork activities. Contractor shall identify installation access points, haul routes, expected equipment movements, trucking operations, traffic/pedestrian management plans, etc. In addition, Contractor shall describe its plan for maintaining site security for Contractor-controlled areas to minimize the risk of injury to persons and/or damage to property and equipment.

6.4.2.8 Fire Protection and Prevention. Contractor shall describe its plan for fire protection and prevention and shall include installation procedures, policies, and emergency contact information. Contractor shall identify major workplace fire hazards, potential ignition sources, types of fire suppression equipment or systems appropriate to the control of fire, assignments of responsibilities for maintaining the equipment, personnel responsible for controlling the fuel source hazards, and housekeeping procedures, including the removal of waste materials. Contractor shall use plan to brief employees and emergency first responders on the fire hazards, the materials and processes to which they are exposed, and the emergency evacuation procedures.

6.4.2.9 Contractor Quality Control Plan. Contractor shall describe its plan for implementing Quality Control (QC) to ensure its delivery of services is consistent with contract requirement. The Contractor shall submit a Contractor Quality Control plan (CQC) for review and acceptance by the Government as directed by task order PWS.

Contractor shall provide the following information in the CQC plan for all fieldwork activities, including work performed by subcontractors:

6.4.2.9.1 A description of the QC organization, a chart showing lines of authority, and acknowledgment that CQC staff shall implement the three-phase control system for all aspects of the work specified.

6.4.2.9.2 The name, qualifications (in résumé format), duties, responsibilities, and authorities of each person assigned a CQC function.

6.4.2.9.3 A letter to the CQC System Manager signed by an authorized official of the firm that describes the responsibilities of the CQC System Manager and delegates sufficient authorities for him/her to adequately perform the functions of the position, to include authority to stop work that is not in compliance with the contract. The CQC System Manager shall issue letters of direction to other QC representatives outlining duties, authorities, and responsibilities. Contractor shall furnish copies of these letters to the Government.

6.4.2.9.4 Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

6.4.2.9.5 Procedures for tracking preparatory, initial, and follow-up control phases, and control, verification, and acceptance tests, to include documentation.

6.4.2.9.6 Procedures for tracking deficiencies from identification through acceptable corrective action to establish verification that Contractor has corrected identified deficiencies.

6.4.2.9.7 Reporting procedures, including proposed reporting formats.

6.4.2.9.8 List of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment.

6.4.2.10 Project Schedule Detail. Contractor shall submit a work breakdown structure and proposed project schedule that captures key features of work for each facility as defined in the task order PWS. Contractor schedule shall contain milestone start dates, end dates, and durations for pre-NTP, abatement, demolition, and site restoration for each facility. Contractor shall identify the project critical path and those activities that cannot slip without affecting the schedule for the overall contract. Contractor shall maintain project schedule through acceptance of the Demolition Final Report and shall communicate project and activity status to the COR. Contractor shall submit all proposed changes to the project schedule to the COR for review. Contractor shall not extend schedule beyond contract period of performance without written approval of the KO.

6.5.3 Mobilization, Demobilization, and Work Site Setup. Upon receipt of NTP, Contractor shall provide/transport all labor, equipment, and materials to the work site; accomplish all site in-processing and orientation; establish work areas and set up mobile office; and install storm water protection system and temporary safety fencing as required by the respective task order. Each demolition project shall require the posting of a project sign IAW EP 310-1-6a and 6b.

6.5.4 Fencing and Warning Signs. Contractor shall erect a temporary safety fence around the perimeter of the contract work site. Contractor shall install fence IAW manufacturer's recommendations and EM 385-1-1, Paragraph 04.A.04, with maximum post spacing of 10 feet. Contractor shall maintain the fence throughout the contract period. Contractor shall secure entry points to work site through fence at all times by use of locked gates or other accepted means. Fence shall remain in place during the contract work. Contractor shall remove all fence upon contract completion.

6.5.5 De-Energizing/Disconnecting, Capping, Removal, Re-Routing of Utilities. Disconnect, cap, remove, and/or reroute utilities serving the facilities identified for removal as described in the task order PWS. De-energize electrical power lines where required to conduct disconnection from facilities in a safe manner. Contractor shall coordinate with the Installation and utility providers prior to utility service termination and/or removal. Contractor shall identify location and depth of utility terminations and provide 'as-built' drawings to the Government. Unless otherwise directed in the task order PWS, Contractor shall cut and cap water lines and sewer pipes within 5 feet of the facility and at the main or primary line valve or connection to preclude



“dead space” in the remaining active line or pipe. Contractor shall abandon in place the pipe between the 5’ cut-off and the main, unless otherwise directed in the task order PWS.

6.5.6 Removal and Disposal of Asbestos-Containing Materials (ACM). As identified in an ACM Survey and/or encountered during contract work activities, Contractor shall remove and dispose ACM IAW all applicable Federal, State, and local laws, regulations, and requirements. Government may provide additional site-specific guidance in task order PWS.

6.5.7 Removal and Disposal of All Other Regulated Materials (ORM). Contractor shall remove and dispose of all regulated materials/items identified by the Government or otherwise identified/encountered during Contractor site visits or other pre-demolition visual inspections. Except as directed by the task order PWS, Contractor shall not abate lead based paint on any project. However, Contractor shall properly manage paint stabilization and/or “free” lead paint, such as loose flakes, as a separate waste stream. When available, Government will provide facility-specific ACM/ORM information, to include presence of PCB-containing constituents. Information provided in task order PWS is intended for providing worker protection measures. Government-furnished information informational in nature and not the final definitive answer for presence/non-presence of regulated materials and does not negate the necessity for contractor to perform surveys required for permits. Contractor shall perform TCLP sampling of the total demolition waste stream to assure proper disposal methods, prior to performing disposal. Contractor shall immediately submit to the COR any sampling results that exceed Federal, State, or local regulatory thresholds prior to disposal of sampled materials.

6.5.8 Removal of Underground Storage Tanks (USTs) and/or Above-Ground Storage Tanks (ASTs). Contractor shall inspect clean, remove, and dispose of USTs/ASTs as directed in the task order PWS. Contractor shall perform UST/AST activities IAW applicable Federal, state, and local laws, regulations, and requirements.

6.5.9 Demolition. Demolition shall include removal of all facilities, buildings, structures, and appurtenances listed in the respective task order, to include, but not limited to, all building components, slabs, foundations, basements, driveways, sidewalks, parking lots, and adjacent structures as specified in the task order PWS and/or as shown on the drawings or exhibits. Contractor shall remove vegetation and trees in the demolition work area as noted on drawings. Contractor shall remove all items identified by number or specific description in the PWS or clearly marked on site drawings, photographs, aerial imagery, or narrative description. Demolition, removal, and disposal may include interior equipment and machinery such as, HVAC systems, boilers, hot water heaters, pumps, piping, production equipment, etc. Likewise, demolition and disposal of exterior ancillary items may include, but is not limited to, overhead conveyance systems, unused utilities, utility poles, etc. See Attachment 13, Specification Guide 02220 – Demolition, and Attachment 14 – Specification Guide 02221 - Excavating, Backfill, and Site Restoration, for requirement details.

6.5.10 Debris Disposal and Diversion. Contractor shall promptly remove and properly dispose all debris materials from the work site. In all cases, material disposal shall comply with all applicable Federal, state, and local laws. Contractor shall perform demolition work in a manner that maximizes salvage, recycling, reuse, and landfill diversion of all debris materials.

Contractor shall track and report all C&D disposal and diversion quantities using the major debris categories in Table 2 of the U.S. Army policy, U.S. Army policy, Requirements for Sustainable Management of Waste in Military Construction, Renovation, and Demolition Activities, dated 05 July 2006.

6.5.11 Site Restoration and Final Cleanup. Contractor shall accomplish backfilling of all excavations and trenches IAW Attachment 14, Specification Guide 02221. The Contractor shall thoroughly clean and fine grade the entire site to match the surrounding area. When site restoration requires the spreading and grading of native/top soil to the final grade, the Contractor shall use all suitable soil from the project area and obtain soil from an installation borrow pit, if available, before purchasing and importing suitable native/top soil, or as otherwise directed by the specifications or drawings. Imported soils should be limited to an amount not to exceed 5" - 6" of top soil for final grade coverage. Unless specified otherwise in the task order PWS, Contractor shall hydro-seed, fertilize, and mulch the site for establishment of turf or return to a native condition, IAW the installation's design guide and the local geographic planting/growing season. Contractor shall maintain the site IAW the issued permit until the issuing authority issues SWPPP NOT from the issuing authority. Contractor shall obtain NOT prior to submission of final Report and pay request for balance of fieldwork activities.

6.5.12 Reports. Contractor shall submit weekly and monthly reports and an end-of-project Final Report ("Final Report"). Government shall provide specific report requirements in the task order PWS.

6.5.12.1 Weekly Status Report. Contractor shall submit to the COR weekly reports that detail project status, schedule status, number of facilities demolished, number of facilities abated, weekly transportation manifests, project photos, and a two-week project look ahead.

6.5.12.2 Monthly Progress Report. Contractor shall submit a monthly progress report no later than the eighth day of the month. Contractor shall include:

6.5.12.2.1 Summary of work completed

6.5.12.2.2 Summary of work completed in relation to schedule milestones. Contractor shall annotate and discuss deviations from schedule. In addition, Contractor shall discuss anticipated or actual delays of scheduled field activity(ies) and potential impacts to subsequent scheduled activities.

6.5.12.2.3 QC inspection reports, audits, or other administrative information.

6.5.12.2.4 Safety, QA, installation inspection reports and/or audits

6.5.12.2.5 Sampling data and laboratory results

6.5.12.2.6 Recycling receipts or proof of concrete crushing and re-use (project photos with discussions)

6.5.12.3 Exposure Hour Report. Contractor shall complete a monthly summary report of accident experience, exposure, Restricted Duty (RD), and Lost Work Days (LWD). Contractor shall describe total hours associated where workers were exposed to activity hazards and shall forward to the GDA no later than close of business (COB) the 7th day of the following month. Contractor shall not report office hours.

The Contractor shall submit monthly exposure hour report in RMS for each task order contract. Information cut-off date will be the last day of each month. The monthly submission must include the title of the report, i.e., Accident Exposure Data Report, contract number, task order number, project site, month and year for which the report is made, a point of contact listing both email address and telephone number, and number of lost workday accidents to include total days lost. If Contractor did not work on the project/task order during a reporting period, then the report shall so indicate. Government may change the form or submission method as necessary.

6.5.12.4 Contractor Manpower Reporting. Contractor Manpower Reporting. Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under each task order award via Enterprise Contractor Manpower Reporting Application (ECMRA): <http://www.ecmra.mil/>. Contractor shall complete all required data fields.

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

6.5.12.5 Meeting Notes. The Contractor shall take notes and prepare reports for all meetings, to include recurring weekly/monthly meetings and teleconferences. Within five working days after date of meeting, Contractor shall prepare meeting notes in typed form and furnish it to the Government PM for concurrence and distribution to all attendees. Contractor shall provide the following items in all meeting notes:

6.5.12.5.1 Date and place the meeting was held and list of attendees;

6.5.12.5.2 Attendee roster to include name, organization represented, and telephone number, and email address of each attendee;

6.5.12.5.3 Meeting discussions and decisions made during the meeting.

6.5.12.5.4 Meeting notes documenting any augmentation of written comments.

6.5.12.5.5 Meeting "Due-Out" list.

6.5.12.6 Final Demolition and Recycling Report. Contractor shall submit a Final Demolition and Recycling Report describing the project, project objectives, Contractor activities performed during project execution, and project outcome. Contractor shall include goals, means and methods, permits acquired, and personnel used to accomplish abatement, demolition, and

recycling/reuse activities. Contractor shall report project statistics, including start/completion dates, activity durations, sampling procedures and results, table of facility(ies)/features removed, recycle/reuse savings, abatement, recycling, and disposal quantities, and final disposition of materials generated during project execution by category. Contractor shall report lessons learned during project execution, e.g., Contractor proposed changes/adjustments to its Contractor Quality Control Plan, FRP processes, Government Quality Assurance, or other any issue that affected performance of the project.

Contractor shall prepare Final Demolition and Recycling Report IAW DID FRP-12-001, Rev. 01, dated 13 August 2013 and submit to the KO in bookmarked PDF format for review and acceptance.

**7.0 Performance.** Contractor shall furnish all required services in a manner that meets the requirements of each task order. CEHNC may evaluate Contractor performance at any time during the course of a task order. CEHNC will allow the Contractor to provide input to specific performance metrics on each task order; however, the Government will make the final determination of specific performance metrics.

Performance metrics include but are not limited to the following.

**7.1 Quality Metrics.**

- 7.1.1 Contractor shall submit reports, with less than 10% requiring more than one revision.
- 7.1.2 Contractor means and methods meet task order requirements
- 7.1.3 Contract execution shall conformance with PWS with minimal rework.
- 7.1.4 Corrective Actions implemented as needed to support project quality
- 7.1.5 Meeting QA requirements as designated in the QASP as necessary to meet the objectives of the PWS

**7.2 Schedule Metrics:**

- 7.2.1 Timeliness of Deliverables. Contractor shall prepare and submit required project documents, forms, permit requests, and notifications, no later than the due date prescribed in the task order.
- 7.2.2 Performance Reporting. Contractor shall submit a monthly report to the KO and COR showing services performed, inspection, and quality data for the previous month. Contractor will submit the report no later than the 8<sup>th</sup> of each month.
- 7.2.3 Safety Reporting. Contractor shall submit monthly safety reports to KO and COR. Contractor will submit the report no later than the 8<sup>th</sup> of each month.

7.2.4 Timeliness of Project Execution. Contractor shall adhere to the Period of Performance set forth in each task order. Contractor shall identify factors that may result in changes to the approved schedule to the KO and COR in writing and in a timely manner.

7.2.5 Corrective Actions implemented as needed to support timely project completion.

**7.3 Cost Metric.** Task Orders are FFP. Tracking of cost elements are not required. Contractor shall perform only work authorized by the task order PWS.

**7.4 Management of Key Personnel Metrics.**

7.4.1 Key personnel implement Corrective Actions as needed to ensure Contractor meets contractual obligations.

7.4.2 Key personnel conduct business in an ethical manner.

7.4.3 Key personnel manage resources efficiently.

7.4.4 Key personnel are highly qualified, responsive, and cooperative.

7.4.5 Key Personnel are knowledgeable and effective in their areas of responsibility.

**7.5 Small Business Participation.** Other than Small (OTS) Business Contractors shall adhere to small business subcontracting plans.

**7.6 Regulatory Compliance Metrics.**

7.6.1 Waste-Stream characterization.

7.6.2 Manifesting, handling, transport, and disposal of demolition debris (C&D, regulated waste, and non-regulated waste).

7.6.3 Monthly manifests for disposal of non-regulated C&D debris.

7.6.4 Monthly manifests for disposal of regulated/non-regulated wastes.

**7.7 Safety Metrics.**

7.7.1 No at-fault Contractor accidents

7.7.2 No major safety violations.

7.7.3 Minor safety violations uncommon.

7.7.4 No pattern of non-compliance with project safety standards.

**7.8 Final Evaluation:** The Government determines customer satisfaction ratings, which includes quality of services, from customer input and is IAW the CPARS rating scale. The final rating reflects a consensus agreement of all PDT members. If the PDT cannot reach a consensus, the KO will consider all input and make the final rating determination. If the COR or KO receive complaints regarding Contractor performance during the task order performance period, the final evaluation may result in a negative rating, based on the severity and nature of the complaint such as violation of codes, standards, or life safety issues.

**7.9 Performance Evaluation Criteria.** The Government will evaluate Contractor's performance by assessing the key project deliverables described in the Performance Requirements Summary (Attachment 1).

## **8.0 REFERENCES**

- 8.1** National Electrical Code (NEC)
- 8.2** National Fire Protection Association (NFPA) Codes
- 8.3** NFPA 101, Code for Safety to Life for Structures and Buildings
- 8.4** Army Installation Fire Prevention Standards
- 8.5** U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1
- 8.6** American National Standard for Construction and Demolition Operations – Safety and Health
- 8.7** Program Requirements for Demolition Operations – Reference ANSI/ASSE A10.6 – 2006 (R2016)
- 8.8** 29 CFR 1910 – Occupational Safety and Health Administration Regulations (Standards)
- 8.9** 29 CFR 1925 – Safety and Health Standards for Federal Service Contracts
- 8.10** 29 CFR 1926 – Safety and Health Regulations for Construction
- 8.11** National Demolition Association – Demolition Safety Manual

Refer to individual specification sections for additional references. The above list is minimal and shall not be construed to exclude any references that are applicable to the work.

## 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	N/A	N/A	N/A	N/A
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	N/A
2001	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	N/A
3001	Destination	Government	Destination	Government
3002	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	Government

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	DEC 2019
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt I	Small Business Subcontracting Plan (JUN 2020) Alternate I	NOV 2016
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
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
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

252.249-7002	Notification of Anticipated Contract Termination or Reduction	JUN 2020
252.249-7002	Notification of Anticipated Contract Termination or Reduction	JUN 2020

#### CLAUSES INCORPORATED BY FULL TEXT

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian

tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2020)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award

Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

All evaluation factors other than Factor 4, Price, when combined, are significantly more important than Price. Factor 1, Technical Experience/Capability, is the most important factor. Factor 2, Past Performance, is slightly less important than Factor 1. Factor 3, Small Business Participation, is less important than Factor 2. All factors will be considered in the tradeoff to determine Best Value.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.



(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“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 eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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 size standards in this solicitation.

“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.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 business concern" means a concern which 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 whose management and daily business operations are controlled by one or more women.

“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 its stock is owned by one or more women; or

(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) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

(2) Veteran-owned small business concern. (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.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (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.

(5) Women-owned small business concern. (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 women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, 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)(7)(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.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_

(10) HUBZone small business concern. (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)(10)(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) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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

(ii) It ( ☐ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item,"

``component," ``domestic end product," ``end product," ``foreign end product," ``Free Trade Agreement country," ``Free Trade Agreement country end product," ``Israeli end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]



(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

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(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

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

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

- ( \_\_\_\_ ) Corporate entity (not tax-exempt);
- ( \_\_\_\_ ) Corporate entity (tax-exempt);
- ( \_\_\_\_ ) Government entity (Federal, State, or local);
- ( \_\_\_\_ ) Foreign government;
- ( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;
- ( \_\_\_\_ ) Other -----.

(5) Common parent.

- ( \_\_\_\_ ) Offeror is not owned or controlled by a common parent;
- ( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ ☐ ] Yes or [ ☐ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 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—

(i) 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 and 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

(ii) 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.

(2) The Offeror represents that--

(i) 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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown").

Predecessor legal name: \_\_\_\_ .

(Do not use a ``doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).



(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

N/A (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

N/A (5) [Reserved]

N/A (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

N/A (10) [Reserved]

N/A (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

N/A (ii) Alternate I (MAR 2020) of 52.219-3.

N/A (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

N/A (ii) Alternate I (MAR 2020) of 52.219-4.

N/A (13) [Reserved]

N/A (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (MAR 2020).

N/A (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (NOV 2016) of 52.219-9.

N/A (iii) Alternate II (NOV 2016) of 52.219-9.

N/A (iv) Alternate III (JUN 2020) of 52.219-9.

N/A (v) Alternate IV (JUN 2020) of 52.219-9.

N/A (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

N/A (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).

N/A (ii) Alternate I (MAR 2020) of 52.219-28.

N/A (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

N/A (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

N/A (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

N/A (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

N/A (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

N/A (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JUL 2014) of 52.222-36.

N/A (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

N/A (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

N/A (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

N/A (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (OCT 2015) of 52.223-13.

N/A (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of 52.223-14.

N/A (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

N/A (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

N/A (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

N/A (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

N/A (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

N/A (ii) Alternate I (JAN 2017) of 52.224-3.

N/A (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

N/A (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

N/A (ii) Alternate I (MAY 2014) of 52.225-3.

N/A (iii) Alternate II (MAY 2014) of 52.225-3.

N/A (iv) Alternate III (MAY 2014) of 52.225-3.

N/A (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

N/A (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

N/A (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

N/A (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

N/A (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

N/A (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

N/A (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

N/A (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

N/A (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

N/A (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

N/A (ii) Alternate I (APR 2003) of 52.247-64.

N/A (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

N/A (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

N/A (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) N/A (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- N/A (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through last option period before expiring.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00** (insert dollar figure or quantity), 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 **\$1,000,000.00**;

(2) Any order for a combination of items in excess of **\$3,000,000**; or

(3) A series of orders from the same ordering office within **180** 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 10 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 last date.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.



- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.  
(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020)

### (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 (i.e., nonmanufacturer), 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. 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—

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

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

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

(End of provision)

#### 52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(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

Robert Woolsey  
Contracting Officer  
PO Box 1600,  
Huntsville, AL 35807-4301

(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)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

DFAR: <https://www.acquisition.gov/dfars>

(End of clause)

## 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019)

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

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at <https://www.dodig.mil/Resources/Posters-and-Brochures/>.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [See individual Task Order]

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT TABLE OF CONTENTS

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Requirement Summary		06-JUL-2020
Attachment 2	QASP		06-JUL-2020
Attachment 3	Experience Reporting Form		06-JUL-2020
Attachment 4	Past Performance Questionnaire		06-JUL-2020
Attachment 5	Small Business Participation Commitment Document		06-JUL-2020
Attachment 6	Letter of Commitment (Key Sub-Contractor)		06-JUL-2020
Attachment 7	SB Decision Matrix		06-JUL-2020
Attachment 8	Monthly Progress Report		06-JUL-2020
Attachment 9	Work Plans, Sub-Plans, Appendices		06-JUL-2020
Attachment 10	Accident Prevention Plan		06-JUL-2020
Attachment 11	Safety and Health Program Requirements		06-JUL-2020
Attachment 12	Demolition and Recycling Report		06-JUL-2020
Attachment 13	Specification Guide 02220-Demolition		06-JUL-2020
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Attachment 15	Descriptive Data for ECPs & REAs		06-JUL-2020
Attachment 16	Sample Task Order		06-JUL-2020
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Attachment 18	Estimated Quantities		06-JUL-2020



## Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

## L.1 COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

Copies of this solicitation are available by INTERNET ACCESS ONLY. The Government will post all solicitation documents on the betaSAM.GOV website (replaces FedBizOpps) at <https://beta.sam.gov/search?index=opp>. The Government will post all amendments on betaSAM.GOV. The Offeror is responsible for checking the website for amendments or additional information. The Offeror shall submit in its proposal all requested information specified in the Request for Proposal (RFP) solicitation.

## L.2 GENERAL INSTRUCTIONS

L.2.1 The Government will conduct full and open competition with small business reserves after exclusion of sources in this solicitation to foster an adequate number of viable Contractors to reduce any risk to the stability of the administration of the Facilities Reduction Program (FRP), and to ensure the continuous availability of abatement and demolition services for the Government in the Southeast region (geographical area for contract performance).

L.2.2 Awards are made to responsible offerors whose proposals conform to the solicitation and are determined the most advantageous to the Government, considering price and other non-price factors. Offerors are cautioned that the Government may not award to the highest technically evaluated or the lowest priced Offeror.

L.2.3 The Government reserves the right to award without discussions. The Government intends to make staggered awards if there are offerors' proposal that can be awarded without discussions. Later awarded contracts will have an initial period of performance that will be less than full two-year base period in duration and will end on the same date as all others contractor that receive a base IDIQ award. If exercised, option periods will be same for all awardees.

L.2.4 CEHNC anticipates making up to 10 awards in this region. CEHNC anticipates that five will be awarded under the small business reserve. CEHNC reserves the right to award more or less, based on actual qualified responses to the solicitation.

L.2.5 The Government will, subject to FAR 9.604 Contractor Team Arrangements - Limitations, recognize the integrity and validity of Contractor team arrangements provided the arrangements are identified and company relationships are fully disclosed in an offer. For purposes of exclusion of sources under this solicitation, a company or business entity identified in an offer as a potential prime Contractor shall be considered to include the named company or business entity, its parent or subsidiary, or a company or business entity directly related to the company or business entity through common (regardless of the percentage) ownership, control, or management (whether by a parent company or otherwise). Under this solicitation, no company or business entity may be awarded more than one contract as a prime Contractor. In addition, if a contract is awarded to a prime Contractor in which a company or business entity has formed a business arrangement (e.g., partnership, joint venture, LLC) to act as a prime

Contractor, any offeror which includes that company or business entity in a business arrangement to act as a potential prime Contractor, shall be excluded from award of the other one contract under this solicitation. "Offeror" refers to the proposed prime Contractor and its proposed key subcontractors.

L.2.6 Offerors are instructed to follow the instructions provided in this section carefully to assure the Government receives consistent information in a form that will facilitate proposal evaluation. Proposals that take exception to inclusion of specific requirements in the resultant contract shall not be considered.

L.2.7 The Offeror's proposal must also include all data and information requested in this solicitation and be submitted in accordance with all instructions. The offer shall comply with the requirements stated in the solicitation and applicable attachments. Non-conformance with the instructions provided in the solicitation and this section may result in an unfavorable proposal evaluation or rejection of the proposal. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

L.2.8 The proposal should be prepared clearly and concisely to demonstrate that the Offeror has a complete and thorough understanding of the requirements of the PWS. Offerors shall prepare proposals on the presumption the Government has no previous knowledge of the Offeror's capabilities. The Government will evaluate proposals solely on the information specifically presented in respective submittals, with the exception of evaluation of Past Performance. FAR 52.215-1, Instructions to Offerors, outlines the requirements for submission of offers and late proposals. Proposals will not be returned (except for timely withdrawals), but will be retained by the Government for official record purposes. When applicable, the Offeror should cross reference to the solicitation by annotating solicitation reference in parenthesis, (e.g., Sec C, para 4.0).

L.2.9 The offeror's initial offer should contain the offeror's best terms from a technical and price standpoint, as the Government intends to make awards without discussions (except clarifications, as described in FAR 15.306(a)). The Government reserves the right to seek information clarifying any element of an offer or other information submitted in Volumes 0-IV prior to awarding without discussions. This request for information serves to clarify certain aspects of proposals (e.g. the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors. This exchange shall not be used to cure weaknesses or material omissions of the offer, or materially alter the technical or pricing information in the proposal. Under no circumstances will the offeror revise its offer in response to clarification questions; any such revision will not be considered. If the Government determines that it is necessary to conduct discussions, the Contracting Officer will establish the competitive range. If the Contracting Officer decides that an offeror's proposal should no longer be included in the competitive range, the proposal will be excluded from consideration for award; and written notice of this decision will be provided to unsuccessful offerors in accordance with FAR 15.503. If it is determined necessary, the Contracting Officer will notify offerors remaining within the competitive range to schedule discussions.

L.2.10 The proposal shall not simply rephrase or restate the Government's requirements, but rather should provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities, capabilities, and experience. The Government will base its evaluation on the information presented, plus any additional past performance information obtained by the Government from other sources.

### L.3 SUBMISSION INSTRUCTIONS

L.3.1 Offerors shall submit proposals in electronic format. Offerors shall deliver electronic proposals using DoD SAFE (<https://safe.apps.mil/>), a secure access file exchange. All submissions shall be in Adobe PDF format, with the exception of Volume IV-Price submitted in excel format. You are limited to 25 maximum files per upload, and the total package size of each upload cannot exceed 8GB. There is no file size limitation for the overall proposal. Offerors may upload as many packages as needed to submit the information required by the solicitation. It is the responsibility of the Offeror to ensure that all files are contained therein are readable, complete, and accessible without password.

L.3.2 REQUEST FOR DoD SAFE UPLOAD ACCESS: Offerors must email the FY20 FRP SE Region MATOC Inbox, CEHNC-SE-FRP@usace.army.mil, no later than five (5) working days prior to the proposal due date to receive an "Access Link" which will allow Offerors to upload their proposals via the SAFE site. Offerors that fail to request "Access Link" five (5) working days before proposal submission date may not be able to receive an access link in time to upload their submission.

Offerors will be required to enter email addresses for all recipients. For this solicitation, the recipient is FY20 FRP SE Region MATOC Inbox at the address provided above. DoD SAFE will automatically add the email address of the Government Employee who initiated the request code. Offeror may enter additional email addresses for distribution of its proposal. **However, the Government cautions Offerors that proposals sent to any other Government employee will invalidate entire submission.** DoD SAFE will send a system-generated email to all recipients once submission is complete

NOTE: Do NOT send the SAFE site packages to group email accounts.

To complete the "Drop-Off" process, Offeror must verify its email address. Entering an incorrect email may result in the rejection of your submission for lateness. Offerors can confirm proper submission by the "Drop-Off Completed" confirmation screen generated when file submission is completed.

For the purposes of establishing timely proposal submission, the Government will use the date and time an Offeror's entire submission is successfully uploaded in DoD SAFE. The Government cautions Offerors that electronic submissions are not instantaneous and file uploads are subject to system connectivity. Submissions may take several minutes or hours, and Offerors should print confirmation information for their files.

L.3.3 If any portion of a proposal received by the contracting officer electronically is unreadable, the contracting officer shall immediately notify the offeror and permit the offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208(a), provided the offeror complies with the time and format requirements for resubmission prescribed by the contracting officer

L.3.4 Proposal is due 17 August 2020 at 10:00 AM CST

L.3.5 The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf. Offerors are responsible for ensuring that proposals are submitted and reach the designated recipient of proposals prior to proposal due date/time. Offerors are responsible for allowing sufficient time for the receipt of proposal in accordance with solicitation instructions.

L.3.6 Submittals received after the closing date are considered non-responsive and will be handled in accordance with Federal Acquisition Regulation (FAR) Subpart 52.215-1(c)(3), "Submission, modification, revision, and withdrawal of proposals".

L.3.7 FACSIMILE TRANSMISSIONS WILL NOT BE ACCEPTED.

#### L.4 SOLICITATION QUESTIONS

L.4.1 Questions regarding this solicitation shall be submitted in writing. The Government will answer all questions prior to the deadline for proposal submittal provided those questions are received no later than 03 August 2020 to ensure that the Government has adequate time to form appropriate responses and amend the solicitation as necessary. Offerors shall post questions and/or comments using ProjNet and the following bidder key:

Website: <http://www.projnet.org/projnet>  
Key: A8QRD4-EIP75E

Contract Specialist – Primary POC  
Solomon Adeyemo

Contracting Officer – Secondary POC  
Robert Woolsey

L.4.2 At no time will the government answer questions regarding the solicitation to a single potential offeror without providing the answer to all potential offerors. The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle. It is not anticipated that the closing date for receipt of proposals will be extended.

## L.5 PROPOSAL PREPARATION

**L.5.1 Electronic Copies:** As stated above, Offerors shall submit electronic proposals via DoD SAFE in Adobe PDF (PDF) format, except with the exception of Volume IV-Price submitted in Microsoft Excel (Excel) format. Do not use compressed file formats. Self-extracting files are not acceptable, Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any.

Volume IV-Price workbooks shall be in Excel format. Offeror shall not password protect the workbooks. Offeror shall include all formulas, functions, macros, computations, or equations used to compute the proposed amounts in the workbook. Electronic links are only permissible within the Price Volume. If files contain links, the links must be intact and maintained through all revisions. The offeror shall not include pivot tables in the Excel spreadsheets and shall not include cell references to data or files that are not included in the Price Volume. For each workbook, all rows, columns, cells, and worksheets are to be visible. Do not include zero height/zero width rows/columns in worksheets.

### Proposal Volumes

<b>VOLUME 0 – ACKNOWLEDGMENTS/AGREEMENTS/CERTIFICATIONS</b>	<b>Page Count (single-side)</b>
Table of Contents	N/A
List of Tables and Figures	N/A
Tab (A) – Offeror Acknowledgment Letter (signed)	N/A
Tab (B) – Letters of Commitment (Key Subcontractors), Joint Venture/Mentor Protégé/Team Agreements and approvals (if applicable)	N/A
Tab (C) – Representations and Certifications	N/A
<b>VOLUME I – FACTOR 1: TECHNICAL EXPERIENCE/CAPABILITY</b>	<b>Page Count (single-side)</b>
Table of Contents	N/A
List of Tables and Figures	N/A
Tab (A) – Experience in Facilities Reduction [Experience Reporting Forms (ERF)]	2 ea/max 10
Tab (B) – Technical Approach	10
Tab (C) – Management Approach	10
<b>VOLUME II – FACTOR 2: PAST PERFORMANCE</b>	<b>Page Count (single-side)</b>
Table of Contents	N/A
List of Tables and Figures	N/A
Tab (A) – CPARS/Past Performance Questionnaires (PPQ)	N/A

Tab (B) – Experience Reporting Forms (ERF) (Must be the same as Volume I )	2 ea/max 10
<b>VOLUME III – FACTOR 3: SMALL BUSINESS PARTICIPATION</b>	<b>Page Count (single-side)</b>
Table of Contents	N/A
List of Tables and Figures	N/A
Tab (A) – Small Business Participation Commitment Document	N/A
Tab (B) – Small Business Subcontracting Plan (Other Than Small Businesses Only)	N/A
<b>VOLUME IV – FACTOR 4: PRICE</b>	<b>Page Count (single-side)</b>
Table of Contents	N/A
List of Tables and Figures	N/A
Tab (A) – Professional Labor Rates and G&A	N/A
Tab (B) – Sample Task Order Attachment B	N/A

L.5.2 Title the electronic file(s) in the following format:

W912DY18R0063\_COMPANY NAME\_VOLUME 0  
W912DY18R0063\_COMPANY NAME\_VOLUME I  
W912DY18R0063\_COMPANY NAME\_VOLUME II  
W912DY18R0063\_COMPANY NAME\_VOLUME III  
W912DY18R0063\_COMPANY NAME\_VOLUME IV

L.5.3 Adobe PDF files shall be separated by Volume and identified with offeror's name, volume number and title, proposal date, and solicitation number. When printed, Offeror's proposal narrative material shall fit on white 8 ½" x 11" paper with one inch (1") margins on all sides, using Time New Roman 12 point or larger font size, single-spaced. Spreadsheets, tables, charts, etc. may be 11" x 17" but count as two pages. Smaller fonts are permitted on areas of the proposal that will not easily accommodate 12 point font and limited to illustrations, organization charts, and supporting data exhibits.

Legibility, clarity, coherence, and content are more important than appearance. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments shall not be submitted. Footnotes on text pages shall also be in 12-point font.

L.5.4 Page Limitations: Page limitations shall be treated as maximums and are indicated in the Proposal Volume table above. Proposal Cover, Table of Contents, Title Page, Lists of Tables, Figures, or Acronyms, Separator Tabs, subcontractor commitment letters, past performance questionnaires and supporting past performance documents, and Small Business

Participation Commitment Document supporting documentation, to include teaming arrangement documentation, are excluded from page count.

If an offer exceeds a page limit, the pages that exceed the limit will not be considered. The excess pages excluded from consideration will be counted from front to back of the Tab.

L.5.5 Proposals will be reviewed for completeness and compliance with the solicitation and preparation instructions. If an offeror (1) fails or refuses to assent to any of the terms and conditions of the RFP, (2) proposes additional terms and conditions of this RFP (beyond the List of Offered elements exceeding minimum standards/requirements permitted in L.5.3 and L.5.4, or (3) fails to submit any of the information required by this RFP, the Government may consider the offer to be unacceptable, which could make the offer ineligible for contract award. Offerors shall not include price information anywhere in the proposal package other than in the Price volume IV, and prices in completed Attachment B. All pages of each proposal shall be appropriately numbered and identified with the solicitation number.

L.5.6 Offerors shall place information within the appropriate volume. The offeror should confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Proposals without the specified content may be determined unacceptable and removed from the competition. The Government will not make assumptions concerning intent, capabilities, or experiences. Clear identification of proposal details shall be the sole responsibility of the offeror. The Government reserves the right to reject incomplete proposals after initial evaluation without further consideration.

L.5.7 If final proposal revisions are required (if requested by the Contracting Officer), the offeror shall follow the final proposal revision instructions provided by the Contracting Officer.

## L.6 PROPOSAL CONTENT

Proposals shall be organized and tabbed as follows:

### L.6.1 VOLUME 0 – ACKNOWLEDGMENTS/AGREEMENTS/CERTIFICATIONS

#### L.6.1.1 Volume 0, Tab A: Offeror Acknowledgment Letter

Offerors must submit a letter acknowledging receipt of the Combined Synopsis Solicitation, Attachments, and Amendments, and include signed SF33 and any/all signed SF30's as backup documentation.

#### L.6.1.2 Volume 0, Tab B: Letters of Commitment (Key Subcontractors), Joint Venture/Mentor Protégé/Team Agreements and approvals

##### L.6.1.2.1 Letters of Commitment (Key Subcontractors) (if applicable)

L.6.1.2.2 Joint Venture/Mentor Protégé Agreements and approvals (if applicable). The joint venture agreement must be signed by both parties and will be subject to review to determine compliance with Small Business Administration Regulations. See Section L.2 above for further information.

L.6.1.2.3 Contractor Team Arrangement (if applicable). Provide a letter/agreement for contractor team arrangements identifying who will be acting as a potential prime contractor and who will be acting as its subcontractor(s). Letter/agreement must be signed by all parties. The letter/agreement shall clearly identify the prime contractors NAICS and size standards.

#### L.6.1.3 Volume 0, Tab C: Representations and Certifications

Representations and Certifications and other Statements of Offerors are not considered for evaluation, but are required as part of the Offeror's proposal of this solicitation. Offeror shall complete the information requested in this Section in its entirety, and also complete "Representations and Certifications" in System for Award Management (SAM) per FAR 52.204-8, Annual Representations and Certifications. The submitted information will be reviewed for completeness.

Financial Capability. IAW FAR 9.103(a) "...contracts shall be awarded to, responsible prospective contractors only". To be determined responsible, a prospective Contractor must meet the standards at FAR 9.104. FAR 9.104-1(a) requires that a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them.

Upon the request of the Contracting Officer (not to be submitted with initial proposal), the Offeror may be required to provide the following:

- A list of present commitments, including the dollar value thereof, and name the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective Contractor's performance.
- A certified statement listing: (1) each contract awarded within the preceding three month period exceeding \$1,000,000.00 in value with a brief description of the contract, and (2) each contract awarded within the preceding three year period not already physically completed and exceeding \$5,000,000.00 in value with a brief description of the contract.
- A copy of the firm's annual financial statement(s) for the past three years.
- Number of years the firm has been in business
- A copy of the firm's current credit report(s).
- Name, address, and telephone numbers of two credit/trade references.
- An explanation of the firm's capability to obtain sufficient financial resources to perform work required under any resulting contract from this solicitation.
- Name, address, and telephone number of firm's bonding company.



The Government may evaluate the Offeror's annual financial statements, current credit report(s), and ability to obtain sufficient financial resources to perform the contract requirements in order to determine if the prospective Contractor has either adequate financial resources to perform the contract or the ability to obtain them.

## L.6.2 VOLUME I, FACTOR 1 – TECHNICAL EXPERIENCE/CAPABILITY

### L.6.2.1 Volume I, Tab A: Experience in Facilities Reduction/Demolition

The Proposal should clearly address relevant experience as described below. The Proposal will be evaluated in accordance with the technical evaluation criteria in Section M. Project description should be presented in as much detail as practical subject to the specified maximum page number and minimum font limits.

Offerors shall submit project experience in the format presented in Attachment 3, Experience Reporting Form (ERF), for a minimum of three (3) projects, and up to a maximum of five (5) projects, that demonstrate the Offeror's experience in abatement and demolition of facilities. Projects should be recent and relevant to the scope of this solicitation. A project is a single discrete job or undertaking (i.e. a project would be a single task order under an ID/IQ contract, not the ID/IQ contract as a whole). The Government will only review up to the first five (5) projects presented and will not consider any projects over this limit. In order to be considered recent, the experience should either have been completed or be within 50% of completion within three (3) years from the initial issuance date of this Solicitation. The Offeror shall submit not less than sixty percent (60%) of the projects as those substantially performed by the Prime and NOT key subcontractors. The Offeror should document any criteria or experience that qualifies the Offeror as successfully fulfilling the solicitation requirements described in Section C (i.e., maintaining compliance with relevant codes and standards, such as EM385-1-1, National Institute for Occupational Safety and Health [NIOSH], Occupational Safety and Health Administration [OSHA], Toxic Substance Control Act [TSCA], and Asbestos Hazard Emergency Response Act [AHERA]). The Offeror should demonstrate its experience in performing multiple concurrent abatement and demolition projects in various locations. Contracts with any organization, Government or commercial entity, may be included if the work was relevant to this Solicitation as defined in Section M. The Offeror should demonstrate the principal type of work performed by providing the information requested in the Experience Reporting Form. Key Subcontractor experience will only be considered if a Letter of Commitment is included in Volume 0 for the respective Key Subcontractor.

Offerors shall demonstrate experience as it relates to the scope of work. Offeror should address the range of performance of tasks, as well as the magnitude of Offeror's experience in performing tasks to include experience specialized in demolition. Offeror should demonstrate experience with respect to identifying, assessing, understanding and abating and or removing environmental issues (asbestos, PCB's, lead, mercury, explosives) and performing environmental coordination. Offeror should demonstrate the diversity of differing approaches to multiple situations. The Offeror should detail corporate experience and not individual experience. Experience can include private as well as government experience of a similar size and scope. The Offeror should show work experience in a regional area consisting of multiple states to

include those states in the geographic region specified for this contract. The Offeror should demonstrate projects on Government facilities or projects that involve secure sites and how Offeror maintained security.

The Offeror should demonstrate its capability to execute each phase of the project in its entirety, including design and implementation of a facility reduction/demolition plan, contaminant abatement and or removal, facility demolition/removal, and site restoration. The Offeror should demonstrate its capability to perform material processing such as reuse, recycling recovery, waste stream reduction and any other means of reducing and removing a facility. The Offeror should also demonstrate capabilities with respect to identifying, assessing, understanding, and abating or otherwise addressing environmental issues (e.g., asbestos, PCB's, lead, mercury, explosives) and performing environmental coordination(s). The Offeror should demonstrate capabilities to determine waste stream requirements and execute appropriate disposal of the waste stream. The Offeror should demonstrate capability to operate three independent projects, in different geographic locations, at once, without overlapping project level resources.

#### L.6.2.2 Volume I, Tab B: Technical Approach

L.6.2.2.1 Offeror shall describe its technical approach for facility reduction/demolition services in narrative form. At a minimum, Offeror should demonstrate their capability to execute each phase of the project in its entirety, including design and implementation of a plan for the abatement of regulated materials, facility reduction/demolition, and site restoration. Offeror should discuss material processing such as reuse, recycling recovery, waste stream reduction, other means of reducing and removing a facility. Offeror should also discuss capabilities with respect to assessing, understanding and remediating environmental issues (asbestos, PCB's, lead, mercury, explosives) and performing environmental coordination. Offeror should list any equipment and other material, hardware, property, or resources that enable the Offeror to perform the services detailed in this proposal. Offeror should demonstrate its capacity to operate three independent projects, in different geographic locations at once, without overlapping project-level resources.

At a minimum, Offeror should discuss the following in its narrative response.

- ACM and ORM Abatement plan;
- Facility Demolition/Removal
- Waste Stream Management plan to include regulated material removal and disposal;
- Site safety and health plan;
- Site quality control plan;
- Compliance with codes and standards (EM385-1-1, NIOSH, OSHA, TSCA, AHERA, etc.);
- Computerized Project Management Tools; such as, but not limited to, Resident Management System (RMS)

L.6.2.2.2 A sample task order is enclosed in Section J, Attachment 16 to determine Offerors' understanding of the scope of services required. Offeror should include a complete discussion of each phase of work, abatement of regulated materials, facility reduction/demolition, and site restoration. Offeror should discuss background, management approach, schedule, site

accessibility, and security issues. Offeror should identify the environmental compliance and regulated material abatement regulations pertaining to noise, dust control, or other relevant restrictions/issues. Offeror should discuss technology and innovation, equipment, recycling, etc. Offeror should show what alternatives they considered and include their rationale in eliminating these other options and the benefits of the selected option. The sample task order is for evaluation purposes only and will not be awarded.

#### L.6.2.3 Volume I, Tab C, Management Approach

L.6.2.3.1 Organizational Structure - The organizational structure of the Offeror's proposed team (all key subcontractors should be included in this organizational structure) for this requirement shall be outlined in a narrative and a diagrammed organizational chart indicating the working arrangement of the team and also how this organization fits into the Offeror's overall corporate structure. The Offeror should provide a resource chart with the number of personnel onboard by labor category that will be committed to the contract. It is important that the Offeror clearly define the organizational roles and responsibilities, the authority and degree of autonomy at each level, and the contractual responsibilities of the team or joint venture units and briefly describe how it will accomplish projects under the proposed organizational structure. The Offeror's organization should show supervision during all phases of work. The Offeror should also describe how it will effectively and efficiently resolve various types of issues/problems within the organization.

L.6.2.3.2 Management Structure: Offeror shall discuss the project organization, administration and team composition. The management approach that will be used to meet the scope of work requirements should be detailed. Describe the company's cost-management and reporting system and the ability to identify critical cost and schedule impacts and management of multiple subcontracts. Offeror should describe the plan for working away from its home base, to include the logistical support required to sustain field operations. Offeror should provide team members locations and their roles and responsibilities.

L.6.2.3.3 Key Personnel: Offeror should describe in narrative form for each key personnel their areas of responsibility, and relationship with the management structure in performing abatement and demolition/removal services.

It is the responsibility of the contractor to provide personnel that meet the requirements of this contract. Resumes will be required for key personnel in the advent of an award at the task order level for Government review and evaluation. Changes in personnel at the task order level must be requested in writing to the Contracting Officer and are subject to Government review. Key personnel are identified below:

- Program Manager (Key Personnel). The Program Manager (PgM) is directly responsible for the Contractor's entire facility reduction program. The PgM shall serve as the single point of contact and liaison between the Contractor and CEHNC's KO. The PgM shall have a Bachelor's degree from an accredited college or university in a relevant field, six (6) years of relevant experience and/or training, or an equivalent combination of relevant education and experience, and a minimum of four (4) years in a supervisory position. In order to qualify without a college

degree, PgM shall have a minimum of 12 years relevant experience. PgM shall understand and be fully conversant in environmental and safety laws, regulations, and requirements applicable to performance of project tasks covered in the Performance Work Statement (PWS). The PgM shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. PgM shall be an employee of the prime Contractor.

- **Corporate Safety Manager (Key Personnel).** The Corporate Safety Manager (CSM) has direct responsibility for the Contractor's entire safety program. The Safety Manager represents the Contractor and shall serve as the single point of contact and liaison between the Contractor and SO. CSM shall have a Bachelor's or other 4-year degree from an accredited college or university in safety management, safety and occupational health, industrial hygiene, environmental science, or a relevant field, ten (10) years of relevant experience in general and construction industry, or an equivalent combination of relevant education and experience in OSHA, ANSI, NFPA, EPA, and DOSH regulations, Worker's Compensation Regulations, and Accident Investigation Protocols. In order to qualify without a college degree, CSM shall have a minimum of 15 years relevant experience. CSM shall understand and be fully conversant in all environmental and safety laws, regulations, and requirements applicable to performance of project tasks covered in the Performance Work Statement (PWS). Professional credentials requested, but not required, include Certified Safety Professional (CSP), Construction Health and Safety Technician (CHST), Certified Industrial Hygienist (CIH), Certified Safety and Health Official (CSHO), Safety and Health Leadership (SHL), or other Institute for Safety and Health Management (ISHM) recognized safety certification programs. CSM shall be an employee of the prime Contractor.

- **Contractor Quality Control Manager (Key Personnel).** The Contractor Quality Control Manager (CQCM) has direct responsibility for Contractor Quality Control (CQC) to ensure compliance with the requirements identified in the PWS and the Contractor Quality Control Plan. CQCM shall have authority to act in all CQC matters. CQCM shall have a minimum of three (3) years relevant experience in quality assurance and quality control (QA/QC). The CQCM shall have full authority to act for the contractor on all contract matters relating to CQC. CQCM shall be an employee of the prime Contractor.

- **Regulatory Specialist (Key Personnel).** The Regulatory Specialist is responsible for assuring that the Contractor achieves regulatory compliance during all environmental related activities in the task order. The Regulatory Specialist must have professional knowledge, thorough understanding, and applied practical experience dealing with environmental regulations including, but not limited to, RCRA, CERCLA, Superfund Amendments & Reauthorization Act (SARA), Toxic Substances Control Act (TSCA), Clean Air Act, Clean Water Act, and implementing Federal, State, and local regulations and their application to projects. Regulatory Specialist shall have a Bachelor's degree from an accredited college or university in a relevant field, four (4) years of relevant experience and/or training, or an equivalent combination of relevant education and experience. In order to qualify without a college degree, Regulatory Specialist shall have a minimum of 12 years relevant experience. Regulatory Specialist shall be an employee of the prime Contractor.

Regulatory Specialist shall document professional registration in their respective field of expertise (e.g. Certified Hazardous Materials Manager (CHMM), Registered Environmental Manager (REM), etc.) and have a minimum of three (3) years specialized experience in the accumulation, manifesting, and shipment of wastes. In addition, Regulatory Specialist shall demonstrate the completion of the following training and will be required to maintain/refresh training during the life of the contract IAW the following regulations.

- Training and current certification under 49 CFR 172, Subpart H.
- Hazardous waste management procedures (40 CFR 262)
- Contingency plan implementation (40 CFR 265.16).

L.6.2.3.4 Management Controls: Offeror shall provide in narrative form the management techniques and controls that will be implemented to manage and control the work. Offeror should discuss its approach for meeting the performance based contracting requirements of FAR Subpart 37.6 with respect to how it will perform the work with the emphasis on required results. Offeror should include the following information:

- Work management system
- Document control
- Field and home office reporting
- Field implementation of safety and quality control plans
- Approach for managing subcontractors
- Allocating responsibility between joint venture members

### L.6.3 VOLUME II, FACTOR 2 – PAST PERFORMANCE

#### L.6.3.1 Volume II, Tab A, CPARS/Past Performance Questionnaires (PPQs)

L.6.3.1.1 Offerors should provide Contractor Performance Assessment Reporting System (CPARS) or PPQs for only the projects submitted in Volume I. Offerors shall submit CPARS ratings for projects with CPARS and NOT submit PPQs for those projects. The PPQ included in the solicitation, see Section J, Attachment 4, is provided for the Offeror to submit to the client for each project (that does not have a CPARS) the Offeror submitted in Volume I. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the solicitation 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 FY20 FRP SE Region MATOC Inbox, CEHNC-SE-FRP@usace.army.mil, prior to the solicitation closing date. The solicitation number and Offeror's name shall be clearly indicated on the PPQ. 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.

L.6.3.1.2 In addition to submitted CPARS and PPQs, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, CPARS (Past Performance Information Retrieval System [PPIRS] merged with CPARS as of 5 May 2019), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate, key subcontractors) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

L.6.3.1.3 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.

L.6.3.2 Volume II, Tab B, Experience Reporting Forms (ERF) Offerors should submit the same ERFs as submitted in Volume I.

#### L.6.4 VOLUME III, FACTOR 3, SMALL BUSINESS PARTICIPATION

L.6.4.1 Volume III, Tab A, Small Business Participation Commitment Document: All Offerors, both other than small businesses and small businesses, shall submit a Small Business Participation Commitment Document, see Section J, Attachment 5, in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) subpart 215.304.

L.6.4.2 Volume III, Tab B, Small Business Subcontracting Plan (Other Than Small Businesses Only) (Additional Requirement for Other than Small Business Concerns Only)  
For award eligibility, separate from the Small Business Participation Commitment Document, all Offerors except small businesses will also submit an acceptable small business subcontracting plan meeting the requirements of FAR Subpart 52.219-9 and DFARS Subpart 252.219-7003 (or DFARS Subpart 252.219-7004 if offeror has a comprehensive subcontracting plan). The Small Business Subcontracting Plan will be incorporated into any resultant Prime Contract. The Government will evaluate SBSPs as acceptable or unacceptable, based on two criteria:

- SBSP adequately responds to each of the required elements of FAR 52.219-9(d) paragraphs (1) through (15)
- Commitments in SBSP are consistent with the commitments in the Small Business Participation Commitment Document.

#### L.6.5 VOLUME IV, FACTOR 4 – PRICE

##### L.6.5.1 Volume IV, Tab A, Professional Labor and G&A

Offeror shall submit a price proposal for the base period (24 months) and three one-year option periods. Proposal shall include, for the purpose of evaluations, the breakout of the professional labor rates and G&A rate. The rates proposed in the price proposal worksheets will be binding price elements and will become the maximum allowable rates for task orders issued during the

ordering period of any contract awarded as a result of this solicitation, unless Davis Bacon Wage Rates require a higher rate. See Attachment 18 - Estimated Quantities.

Offeror shall submit a proposal narrative describing the basis of estimate (BOE) of proposed pricing presented in Attachment 18. Offeror shall submit Price Volume proposal narratives, including any BOE sheets, in PDF or Excel format. Do not submit BOEs as pictures.

BINDING MAXIMUM FULLY BURDENED LABOR RATES				
	FULLY BURDENED LABOR RATE PER HOUR	FULLY BURDENED LABOR RATE PER HOUR	FULLY BURDENED LABOR RATE PER HOUR	FULLY BURDENED LABOR RATE PER HOUR
DIRECT LABOR CATEGORY	BASE YEAR #1&2	OPTION YEAR #1	OPTION YEAR #2	OPTION YEAR #3
Principal				
Corporate Contracts Manager				
Program Manager (PgM)				
Corporate Safety Manager				
Contractor Quality Control (CQC) Manager				
Regulatory Specialist				
Project Manager (PM)				
Site Safety/Health Officer (SSHO)				
Site Superintendent (SS)				
Site Contractor Quality Control (CQC) Manager				
Certified Industrial Hygienist (CIH)				
Waste Manager				
* Fully-burdened labor rate is your full cost of an hour's worth of work. It includes all payroll taxes and any other costs related to labor; such as vacation pay, health insurance, and any other benefits or expenses related to employment shall be included.				

IAW FAR subparts 15.402 and 15.403-1, certified cost or pricing data is not required as the KO has determined adequate competition is expected for this procurement. If after receipt of proposals the KO determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the offeror may be required to submit other than cost or pricing data. Information submitted shall be prepared following the instruction in FAR 15.403-5. Additionally, in the event that adequate competition is not obtained, the KO may incorporate FAR 52.215-20 entitled, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data," into the solicitation and request a Certificate of Current Cost or Pricing Data.

All prices and costs must be in U.S. dollars only, including the amounts for the prime offeror and any potential subcontractors.

There are no page limitations for this volume. Any information included in this volume not directly related to Price will be disregarded. In addition to the information requested below, the Government reserves the right to request additional or more detailed information to support an evaluation of reasonableness.

#### L.6.5.2 Volume IV, Tab B, Sample Task Order Attachment B:

In addition to the base/option years' proposal, Offeror shall also submit a separate price proposal for the sample task order using prices proposed for the base period above. See Attachment 17, Sample Task Order Attachment B.

Price is not an adjectivally rated criterion, but is evaluated for providing the best value to the Government, IAW FAR Subpart 15.404. In addition, price proposal will be evaluated to determine whether the proposed price reflects a clear understanding of the requirements and is consistent with the methods of performance described in the offeror's proposal. The Government may consider offers found unreasonable unacceptable and may reject on that basis.



## Section M - Evaluation Factors for Award

EVALUATION FACTORS

## FACILITY REDUCTION

A detailed evaluation will be made of the proposals based on an integrated assessment of the areas set forth below to determine the proposal that provides the best value to the Government. Factor 1, Technical Experience/Capability, with key elements experience in facilities reduction/demolition, technical approach, and management approach; Factor 2, Past Performance, with key elements CPARS/Past Performance Questionnaires, and Experience Reporting Forms; Factor 3: Small Business Participation, with key elements Small Business Participation Commitment Document and Small Business Subcontracting Plan (other than small businesses only); Factor 4: Price, with key elements professional labor rates and G&A and sample task order Attachment B.

All evaluation factors other than Factor 4, Price, when combined, are significantly more important than Price. Factor 1, Technical Experience/Capability, is the most important factor. Factor 2, Past Performance, is slightly less important than Factor 1. Factor 3, Small Business Participation, is less important than Factor 2. All factors will be considered in the tradeoff to determine Best Value.

To receive award, the Contractor must receive ratings of “Acceptable” for Factors 1 and 3, rating of no less than “Satisfactory Confidence” or “Unknown Confidence” for Factor 2, and a price proposal evaluation determined “Fair and Reasonable” to the Government for Factor 4.

The Government will evaluate each proposal using the proposed evaluation factors/key elements listed above. Awards will be made to responsible Offerors whose proposals conform to the solicitation and are determined the most advantageous to the Government, considering price and other non-price factors. Offerors are cautioned that the Government may not award to the highest technically evaluated or the lowest priced Offeror. The Government reserves the right to award without discussions. Additionally, the Government intends to make staggered awards if there are Offerors’ proposals that can be awarded without discussions.

Throughout the Solicitation, “key subcontractor” is defined as a subcontractor who will perform at least 20% of the total contract value. A letter of commitment shall be provided for each key subcontractor. Letters of commitment shall be provided in Volume 0.

## FACTORS (WITH ELEMENTS) TO BE EVALUATED

The following factors and key elements shall be used to evaluate Offerors.

\*Elements will be evaluated but will not be given a separate adjectival rating.

## FACTOR 1: TECHNICAL EXPERIENCE/CAPABILITY

Element 1: Experience in Facilities Reduction/Demolition

Element 2: Technical Approach

Element 3: Management Approach

**FACTOR 2: PAST PERFORMANCE**

Element 1: CPARS/PPQ

Element 2: ERF

**FACTOR 3: SMALL BUSINESS PARTICIPATION**

Element 1: Small Business Participation Commitment Document

Element 2: Small Business Subcontracting Plan (other than small businesses only)

**FACTOR 4: PRICE**

Element 1: Professional Labor Rates and G&A

Element 2: Sample Task Order Attachment B

**FACTOR 1: TECHNICAL EXPERIENCE CAPABILITIES**

Factor 1: TECHNICAL EXPERIENCE CAPABILITIES will be evaluated using the following rating methodology:

Technical Experience/ Capability Ratings		
Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Factor 1, Element 1: Experience in Facilities Reduction/Demolition

In accordance with section L, Offerors shall be required to submit a minimum of three (3), up to a maximum of five (5) projects on the Experience Reporting Form, see Section J, Attachment 3. The Offeror shall submit not less than sixty percent (60%) of the projects as those substantially performed by the Prime and NOT as a subcontractor. All projects included for consideration must be completed or be within 50% of completion within three (3) years from the initial issuance date of this solicitation. These projects will be evaluated for breadth and depth of experience in facilities reduction/demolition. Offerors should demonstrate relevant experience in performing facility reduction/demolition. In addition, Offerors will be evaluated on experience in facility assessment, ACM and ORM abatement and removal, reduction/demolition, waste stream management, waste stream diversion, and site restoration. Extensive experience in one specific type of technology, process, or facility type is not by itself considered a qualifying factor.

Under this factor, Offerors should demonstrate that both the prime (to include any joint venture partners) and all key subcontractors have acceptable experience in the performance of facility reduction/demolition services.

Accordingly, offerors other than small businesses must demonstrate experience, as a prime, providing facility reduction/demolition services. Offerors should demonstrate the ability to perform multiple projects simultaneously across a large geographic area.

Small businesses must demonstrate full spectrum facility reduction/demolition services.

#### Factor 1, Element 2: Technical Approach

Offerors shall be evaluated to determine if the proposed approach for performing facility reduction/demolition services is feasible. Offerors should demonstrate a sound technical approach for performing the required services while complying with applicable codes/standards. The Government will also assess the quality of the Offeror's Quality Control and Safety Plans in addition to the other items listed in Section L. The Offeror's technical capability will be evaluated to determine if the team has the capability and the resources available to perform all requirements identified in Section C of the Solicitation. Additionally, all offerors should demonstrate experience with Computerized Project Management Tools; such as, but not limited to, Resident Management System (RMS).

#### Factor 1, Element 3: Management Approach

The Offeror's proposed management approach will be evaluated for risk of less than successful contract performance based on the requirements in Section L. One element of risk is the number of different business entities that comprise the team and how much of that risk is not mitigated. Risk mitigation includes clarity in the roles and responsibilities of each of the various team members (such as joint venture partners or key subcontractors), streamlined organizational structure, clear lines of accountability, letters of commitment from key subcontractors, and the nature and number of the relevant projects to the PWS the various team members have worked on together. The proposal will also be evaluated on how the team will work together at the task order level under the proposed contract to perform facility reduction/demolition services.

## FACTOR 2 – PAST PERFORMANCE

There are three aspects to the past performance evaluation: recency, relevance, and quality of services. The Government will evaluate the Offeror's likelihood of success in performing the solicitation's requirements and delivering high quality services as indicated by that Offeror's recent and relevant record of past performance. In this context, "Offeror" refers to the proposed prime Contractor and its proposed key subcontractors. A letter of commitment must be provided from all key subcontractors. A "Contractor team arrangement" is 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 (see FAR 9.6). In either case, the prime Contractor and proposed key subcontractors shall be assessed individually, and the results will then be assessed in their totality to derive the Offeror's Past Performance rating. Past performance of prime Contractors or key subcontractors whose firms are divided into severable segments (i.e. division, group, unit, etc.) will only be evaluated as it relates to those segments of the firm(s) that will actually perform the work.

The Government will utilize the project Experience Reporting forms for each project identified in Volume I, Facilities Reduction/Demolition Technical Experience. Past Performance references will first be reviewed to determine the relevancy of the past performance information. More relevant past performance will be treated as a stronger predictor of future success and will therefore have more influence on the overall performance confidence assessment than past performance of lesser relevance. Recency is defined as a time period during which past performance references are considered relevant. Relevancy is defined as contracts similar in size, scope, and complexity [typical FRP projects range from \$750,000 to \$2,000,000, 50,000 sq ft to 150,000 sq ft, with an average of 15 facilities]. Quality is defined as the overall quality of the past performance.

Factor 2 "Past Performance" will be evaluated for relevancy using the following rating methodology:

PAST PERFORMANCE RELEVANCY RATINGS	
Adjectival Rating	Definition
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.

When determining the overall performance confidence assessment for an Offeror, the Government will also utilize information obtained from the Contractor Performance Assessment System (CPARS). For projects with no CPARS rating, the offeror may utilize the Past Performance Questionnaires (PPQs), see Section J, Attachment 4. PPQs will not be evaluated for projects with an available CPARS evaluation. In the event the CPARS evaluation is not specific to the offeror, PPQs will be allowed. If no recent/relevant performance record is available or if the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror shall be given a neutral confidence rating.

The Offeror is cautioned that in conducting the performance risk assessment, the Government may use data provided in the Offeror's proposal in addition to data obtained from other sources and other relevant projects. Since the Government may not necessarily obtain information on all of the listed contract references and/or may not contact all of the identified POCs provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. In the event that adverse past performance information is obtained from other sources, and the agency conducts either discussions or communications with the particular Offeror as defined in FAR 15.306, the Offeror will have the opportunity to respond to any adverse information received which it had not had a previous opportunity to comment. An offeror will not be denied an award based solely on adverse past performance to which the offeror has not been afforded an opportunity to respond.

Factor 2 "Past Performance" will be evaluated using the following rating methodology:

PERFORMANCE CONFIDENCE ASSESSMENTS	
Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

**FACTOR 3: SMALL BUSINESS PARTICIPATION**

All Offerors, both other than small businesses and small businesses, shall submit a Small Business Participation Commitment Document (Attachment 5) in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) subpart 215.304. The Offeror should articulate how small businesses will participate through performance as a small business prime Offeror and/or through small business subcontracting. The Government will evaluate the proposals to determine which proposals offer the best value in terms of Small Business Participation as acceptable, good, outstanding, marginal, or unacceptable along with verifying the total proposed contract value and any subcontracting information with the Cost/Price factor.

	SB	SDB	WOSB	HUBZone SB	VOSB	SDVOSB	HBCU/MI
Small Business Participation Commitment	35%	17%	5%	3%	4%	3%	>0%

The following shall be evidence of small business participation:

- (a) The extent to which SB firms are specifically identified in proposals;
- (b) The extent of commitment to SB firms (for example, enforceable commitments, such as teaming agreements and letters of commitment, are to be weighted more heavily than non-enforceable ones);
- (c) The complexity and variety of the work small firms are to perform;
- (d) The extent of participation of such firms in terms of the dollars of the total contract value of and;
- (e) The extent to which the offeror meets or exceeds the goals in terms of percentage of the total contract value: (See table above).

Factor 3: SMALL BUSINESS PARTICIPATION will be evaluated using the following rating methodology:

<b>SMALL BUSINESS PARTICIPATION PLAN RATING DEFINITIONS</b>		
Color Rating	Adjectival Rating	Description
Blue	Outstanding	Offeror is an other than small or small business (SB) SB firm(s) are specifically identified in the proposal; demonstrates substantive commitment to SB firm(s), for example enforceable commitment with 1 or more firms; identifies the complexity and variety of work small businesses are to perform; demonstrates commitment to far exceed the 35% SB Participation goal by

		proposing 40% or greater SB; meets or exceeds 3 or more subcategory small business goals. Small businesses are not required to subcontract to other small business firms and may be rated excellent based on offering 45% or more for small business participation.
Purple	Good	Offeror is an other than small or small business. SB firm(s) are specifically identified in the proposal; demonstrates substantive commitment to SB firm(s), for example enforceable commitments; identifies the complexity and variety of work small businesses are to perform; demonstrates commitment to exceed the 35% SB Participation goal by proposing 40% or greater SB; and meets or exceeds 2 or more subcategory small business goals. Small businesses are not required to subcontract to other small business firms and may be rated good based on an offering that exceeds the 40% small business participation goal.
Green	Acceptable	Offeror is an other than small or small business. SB firm(s) are specifically identified in the proposal; demonstrates a commitment to SB firm(s); for example enforceable commitments; identifies the complexity and variety of work small businesses are to perform; and demonstrates commitment to meet the 35% SB Participation goal. Small businesses are not required to subcontract to other small business firms and may be rated acceptable based on offering 35% for small business participation.
Yellow	Marginal	Offeror does not demonstrate commitment to meet the 35% or an adequate approach and understanding of the small business participation objectives.
Red	Unacceptable	Offeror does not demonstrate commitment to meet the 35% SB Participation goal or does not identify SBs in the proposal; or does not demonstrate a commitment to use SB firms; or does not identify the work small businesses are to perform.

Additional Requirement for Other than Small Business Concerns Only: For award eligibility, separate from the Small Business Participation Commitment Document, all Offerors except small businesses shall also submit an acceptable small business subcontracting plan meeting the requirements of FAR Subpart 52.219-9 and DFARS Subpart 252.219-7003 (or DFARS Subpart 252.219-7004 if the Offeror has a comprehensive subcontracting plan). Commitments in SBSP must be consistent with the commitments in the Small Business Participation Commitment Document.

#### FACTOR 4: PRICE

Government will evaluate the price proposals submitted for Professional Labor Rates and G&A and Sample Task Order Attachment B using price analysis techniques to determine reasonableness and material unbalancing. Price proposals will be evaluated using price analysis

techniques to determine reasonableness. In addition, price proposal will be evaluated to determine whether the proposed price reflects a clear understanding of the requirements and is consistent with the methods of performance described in the offeror's proposal. Price is not an adjectively rated criterion, but is evaluated for providing the best value to the Government, IAW FAR Subpart 15.405. The Government may consider offers found unreasonable unacceptable and may reject on that basis.

Responsibility Determination. IAW FAR Subpart 9.1, no award will be made unless the Contracting Officer makes an affirmative determination of Contractor responsibility. The following elements will be considered in determining responsiveness/ responsibility of the Offeror:

SF 33, Solicitation/Offer/Award. The Government will evaluate that the offeror has provided the SF 33 duly executed by an official authorized to bind the offer.

## E. DISCUSSIONS

1. GENERAL INFORMATION. In accordance with FAR 15.306(d), discussion sessions with each offeror may be held. Once the decision is made to conclude discussions, each offeror still within the competitive range shall be given an opportunity to submit an final proposal revisions by a common cutoff date and time, as established by the PCO (See FAR 15.307(b)).

2. DISCUSSION SCHEDULING. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each offeror will be notified of the time and place at least three business days prior to their discussion session. Appropriate security clearances should be provided by the offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification.

## AWARD

After the evaluation is complete, the ratings for all factors will be considered in the overall ranking of all Offerors. All evaluation factors, when combined, are significantly more important than price. A tradeoff process, as contemplated by FAR 15.101- 1(a), is possible under this solicitation; i.e., it may be in the best interest of the government to consider award to other than the lowest priced Offerors or other than the highest technically rated Offerors, in accordance with the announced evaluation factors. Consistent with the evaluation criteria, the Government will award multiple contracts that, in the judgment of the Contracting Officer, will result in the best value for the Government.

For task orders, the KO will document the determination and justification in the contract file IAW DFARS Subpart 215.101-2-70(a) Limitations and prohibitions. FRP uses performance based task orders whenever suitable and to the maximum extent practicable. Performance based task orders allow the Contractor to propose industry best practices and technical solutions that are both appropriate to the work site requirements and within the Contractor's capabilities.



CEHNC will use lowest price, technically acceptable (LPTA) source selection procedures for task orders. For each LPTA task order award, the KO will determine that the lowest price reflects full life-cycle costs (as defined at FAR 7.101) and justify the use of the LPTA source selection process..