

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-C2</b>		PAGE OF PAGES 1 105			
2. CONTRACT NO.		3. SOLICITATION NO. <b>N4008521R0149</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>15 Feb 2022</b>		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFACSYSCOM MID-ATLANTIC ACQUISITION CORE 9324 VIRGINIA AVENUE NORFOLK VA 23511-3095				CODE <b>N40085</b>		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE			
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building Z-140, Room 216</u> until <u>02:00 PM</u> local time <u>15 Mar 2022</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME <b>ANDRE D. FORTE</b>		B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>757-341-1974</b>		C. E-MAIL ADDRESS <b>andre.forte@navy.mil</b>					
<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)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		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 B - Supplies or Services and Prices

**CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
5,000.00		30,000,000.00	

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$

**GENERAL OFFEROR INFORMATION****GENERAL OFFEROR INFORMATION**

- B.1 **Contract Title:** Remedial Action Operations / Long Term Management, Multiple Award Contract (RAOMAC) for NAVFAC Mid-Atlantic Area of Operation
- B.2 **Type of Contract:** This is a combination Indefinite Delivery / Indefinite Quantity (IDIQ) Remedial Action Operations Multiple Award Contract (RAOMAC)
- B.3 **Minimum Guarantee:** The only work authorized under this contract is that which is ordered by The Government through issuance of a task order. The Government makes no representation as to the number of task orders or the total actual amount of work to be ordered. However, during the term of the contract, a minimum of \$5,000 is guaranteed to be ordered to each awardee under the performance period of the contract. Contractors are not guaranteed work in excess of the minimum guarantee specified herein. The \$5,000 minimum guarantee is the only minimum guarantee for the entire contract period, and that value of work or dollar amount may be ordered or paid at any time during the duration of the contract, including the base and any option periods, to satisfy the minimum guarantee. The minimum guarantee is subject to deductive offesets for failure to perform work, failure to complete work, and or defective work.

- B.4 Set-Aside: Small Business Set – Aside, FAR Clause 52.219-6
- B.5 NAICS Code: The NAICS Code assigned to this procurement is 562910 with a total approximate Aggregate of \$30,000,000.00. Refer to On-Line Representations and Certifications Application via System for Award Management (SAM) at <https://www.sam.gov/>.
- B.6 Wage Determination (Service): Service Contract Act (SCA) wages are included in this solicitation For the seed project. Refer to Section J.
- B.7 Bid Guarantee/ Bonding Requirements: A bid guarantee is not required. Bonding requirements will Be determined per individual task orders.
- B.8 Contract Term: This contract contains provisions for a Base Period with four (4) Option Periods, not To exceed a total of five (5) years. The Government has the option to extend the Term of the Contract in accordance with Section I, Contract Clauses, 5252.217-8, Option to Extend the Contract-Service (Jun 1994)
- B.9 Place of Performance: NAVFAC MIDLANT anticipates awarding a Remedial Action Operations Multiple Award Contract(s)(RAOMAC) for projects within Hampton Roads, West Virginia, North Carolina, and South Carolina Area of Responsibility (AOR).
- B.10 Period of Performance: The period of performance will be determined at the time of award.
- B.11 Incorporation of Technical Proposal
- a. The Contractor's technical proposal, including revisions and amendments made prior to contract award and a copy of which is in the possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.
  - b. In the event of an inconsistency between the provisions of this contract and the technical proposal, the inconsistency shall be resolved by giving precedence in the following order: (i) the contract (excluding the technical proposal), and then (ii) the technical proposal.
- B.12 Request For Proposals (RFP) Information/Clarification Questions

Contractors are required to review the entire solicitation package before submitting questions. All questions must be submitted at least 10 days before proposals are due by email to [andre.d.forte.civ@us.navy.mil](mailto:andre.d.forte.civ@us.navy.mil). This is the most efficient way to ensure all questions are addressed in a timely manner.

B.13 Request for Proposal (RFP) Files:

Solicitations are posted to the SAM website (<https://www.sam.gov>) as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing.

It is the sole responsibility of the Offeror to obtain the RFP files, along with any Amendments, from this website.

**Unprotected editable file copies of the RFP documents including: Word, Excel and /or .pdf files**

**(Adobe Acrobat Files) will not be provided. Please plan accordingly**

**B.14 Proposal Delivery:**

**NOTICE TO PROPOSER**

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers and service providers not otherwise entitled to the issuance of a Common Access Card (CAC). This is for those who seek access to and can provide justification to Enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the Individual Navy installations by submitting identification credentials for verification and Undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may Voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at its own cost through a designated independent contractor NCACS service N40085-21-R-0149 provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Application for and use of badges will be as directed. To obtain access to the installation, you must participate in the Navy Commercial Access Control System (NCACS), or obtain passes each day from the Base Pass and Identification Office. Costs for obtaining passes through the NCACS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office, will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges. This form is available at <https://www.ucis.gov/portal/site/uscis> by searching or selecting Employment Verification (Form I-9). Allow 7 to 10 days for processing applications for badges. Immediately report instances of lost or stolen badges to the Contracting Officer.

- a. NCACS Program: NCACS is a voluntary program in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to one year, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. The Government performs background screening and credentialing. Throughout the year the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued NCACS participation and installation access privileges. Under the NCACS program, no commercial vehicle inspection is required, other than for Random Anti-Terrorism Measures (RAM) or in the case of an elevation of Force Protection Conditions (FPCON). Information on costs and requirements to participate and enroll in NCACS is available at <https://www.rapidgate.com/vendors/how-to-enroll> or by calling 1-877-727-4342. Contractors should be aware that the costs incurred to obtain NCACS credentials, or costs related to any means of access to a Navy Installation, are not reimbursable. Any time invested, or price(s) paid, for obtaining NCACS credentials will not be compensated in any way or approved as a direct cost of any contract with the Department of the Navy.
- b. One-Day Passes: Participation in the NCACS is not mandatory, and if the Contractor chooses to not participate, the Contractor's personnel will have to obtain daily passes, be subject to daily mandatory vehicle inspection, and will have limited access to the installation. The Government will not be responsible for any cost or lost time associated with obtaining daily passes or added vehicle inspections incurred by non-participants in the NCACS.
- c. The Contractor shall obtain the required employee badges and vehicle passes from the

Government at his own expense, or daily passes at no additional cost. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be returned within 5 calendar days

Be advised by this notice that the level of security at various Navy Installations may change at any time. As the level of security heightens, the amount of time required to gain access to all Navy Installations also increases.

#### Submitting Your Proposal

Proposals that are sent via the **United States Postal Service or a commercial carrier**, such as Federal Express, shall be addressed to:

#### **NAVFAC MID-LANT Acquisition Core**

**Attn: Andre D. Forte**  
**9324 Virginia Avenue**  
**Building Z-140, Room 216**  
**Norfolk, Virginia 23511**

Proposals that are hand **carried excluding commercial carriers noted above** shall be delivered to the Contracts Office in Building Z-140, 2<sup>nd</sup> Floor, Suite 216, front lobby located at 9324 Virginia Avenue, Norfolk, VA 23511 (Norfolk Naval Station).

Please Note: email of proposals, acknowledgement of amendments or modifications to proposals **WILL NOT BE ACCEPTED.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FFP FFP Remedial Action Operation Multiple Award Contract (RAOMAC) for Environmental Services and Implementation of Remedial Actions for Projects withing NAVFAC MIDLANT AOR Primarily in Hampton Roads, North Carolina, and South Carolina FOB: Destination	30,000,000	Each		
NET AMT					

## Section C - Descriptions and Specifications

### PERFORMANCE WORK STATEMENT

#### Section C - Descriptions and Specifications

### PERFORMANCE WORK STATEMENT

#### C.1. GENERAL CONTRACT REQUIREMENTS

C.1.1 GENERAL. This intent of this indefinite quantity contract is to obtain services for performing environmental Programs including Operation & Maintenance of environmental remedies and long-term monitoring at various sites. The services shall be performed in accordance with written task orders issued by the Contracting Officer during the term of this contract. Task Orders will be fixed-price with possible indefinite quantity work. Performance shall be in accordance with the qualifications set forth herein, as well as those cited in the applicable written task orders. Performance shall be in accordance with the qualifications set forth herein, as well as those cited in the applicable written task orders. The maximum value of the total orders issued under the RAOMAC is \$30 million.

#### C.1.2 Task Orders

C.1.2.1 Solicitation. The RAOMAC requirements will be solicited by the Contracting and/or Ordering Officers at NAVFAC Mid-Atlantic Region and field facilities.

C.1.2.2 Partnered Scoping. Projects may be scoped by a Government/Contractor team. In such instances, the salient requirements of the task orders will be identified by the Government in cooperation with the RAOMAC contractors in order to develop a mutually agreed upon Statement of Work. To facilitate such partnered scoping, all RAOMAC contractors may be required to participate in a site walk-through. Failure to participate responsibly in such walk-throughs and the scoping process may be considered non-performance under the terms and conditions of the contract.

C.1.2.3 Evaluation Criteria. Evaluation factors for individual task orders will vary depending on the unique requirements of each task order. Typically, award will be based on lowest quoted price, however, when appropriate, award may be based on best value to the Government, price and other factors considered. In the latter case, the task order solicitation will identify the specific technical criteria and the required format for submission of the proposal as well as the relative weight given to the price and technical factors in the evaluation. Each awardee will have a fair opportunity to be considered for each original CTO but if contractor performs scope of work in a satisfactory performance, NAVFAC has the right to negotiate subsequent follow-on option years for the CTO on a sole-source basis in the interest of economy and efficiency. If we are unable to negotiate a fair and reasonable price, we will reserve the right to compete the follow-on work on a "fair opportunity" basis to all contract awardees.

C.1.2.4 Bidding Responsibilities. RAOMAC contractors are required to submit quotes and backup information, if requested, on all task order solicitations. Failure to submit a timely proposal or submission of consistently unreasonable quotes may be considered non-performance under the terms and conditions of the contract.

C.1.2.5 Bidding Eligibility. Contractors who are not performing satisfactorily on any task order may be prohibited from submitting proposals on future orders until past performance deficiencies have been corrected. The Government also reserves the right to direct a Task Order Solicitation to a specific firm or firms should it be in the Government's best interest, for example to fulfill the contract minimum guarantee or to obtain services of a unique nature which may be delivered by only one contractor.

C.1.3 Place of Performance. NAVFAC MIDLANT anticipates awarding a Remedial Action Operations Multiple Award Contract(s) (RAOMAC) for projects within Hampton Roads, West Virginia, North Carolina, and South Carolina Area of Responsibility (AOR). This area includes the following installations: Naval Station, Norfolk, Virginia, and outlying facilities within 50 miles of Naval Station, Norfolk; Joint Expeditionary Base Little Creek Fort Story, Virginia Beach and outlying facilities within 50 miles of Naval Amphibious Base Little Creek; Naval Air Station Oceana, Virginia Beach including Dam Neck Naval Training Center, Virginia Beach and outlying facilities

within 50 miles of Naval Air Station Oceana; Naval Weapons Station Yorktown, York County, Virginia including Cheatham Annex, Williamsburg, and outlying facilities within 50 Miles of Naval Weapons Station Yorktown; Norfolk Naval Shipyard, Portsmouth including Portsmouth Naval Hospital, and St. Juliens Creek Annex, Portsmouth and outlying properties within 50 miles of Norfolk Naval Shipyard, Alleghany Ballistics Laboratory, MCB Camp Lejeune, MCAS Cherry Point as well as auxiliary installations in North Carolina associated with those installations, MCAS Beaufort, MCRD Parris Island as well as auxiliary installations in South Carolina associated with those installations.

### C.1.3 SCOPE OF WORK.

C1.3.1 Services. Work for this contract will involve assessment of remedial action effectiveness by measuring levels of chemicals in various media, assessing their impact on biota, and comparing the results with cleanup levels (CUL's). That information will be used to identify contaminant trends in the environment in order to optimize operation and maintenance of the remedial action systems. Typical remedial actions systems may include but are not limited to: the construction of various soil, sediment and/or groundwater remediation systems that function as containment (e.g. soil cover, RCRA cap, slurry wall, pump & treat systems); in-situ treatment (e.g. natural attenuation, soil vapor extraction, enhanced bio-remediation, air sparging) or ex-situ treatment (air stripping, constructed wetlands, off-site disposal, stabilization, solidification). This contract covers services in the following areas:

C.1.3.2 Remedial Action Operations (RAO) is the phase of the CERCLA process when the remediation system (possibly constructed under the remedial action phase) is in place and is operating, or the chemical or biological processes are occurring leading to the cleanup objective. RAO may include active remediation, monitoring, operation, and optimization for extended periods of time to reduce contaminants to site cleanup standards; along with implementation and management/maintenance of Land Use Controls (LUCs).

- a. Provide operations and maintenance of remedial action systems in compliance with the system Operations and Maintenance (O&M) manuals and installation-specific solid waste instructions. This shall include inspection and reporting of system operating conditions and replacement of supplies and equipment as necessary to reach or maintain system performance goals. This task may also include system modifications as new policies and regulations are implemented throughout the contract.
- b. Optimization shall be performed in accordance with DON Policy for Optimizing Remedial and Removal Action under the Environmental Restoration Program; as well as NAVFAC Guidance for Optimizing Remedial Action Operation
- c. Monitoring shall be performed as specified below under Long Term Monitoring

C.1.3.3 Long Term Management (LTM) occurs when the selected remedy has achieved the cleanup goals (possibly done under the remedial action or RAO phase), and hazardous substances remain at the site above levels that would allow unlimited use and unrestricted exposure. LTM may include long-term monitoring, implementation and/or management of land use controls (LUCs), maintenance of the final remedy, and preparation of five-year reviews.

#### a. LONG TERM MONITORING

1. Use the Data Quality Objective (DQO) process for the purpose of meeting and optimizing ER LTM requirements. DQOs shall be developed for the purposes of fulfilling program monitoring requirements and gaining regulatory and stakeholder acceptance. DQOs shall be developed per references a) and b), and NAVFAC optimization guidance.
2. Develop work plans for the purpose of sampling, analyzing, and reporting concentrations of various contaminants and/or geochemical indicators in various media. Media may include but not be limited to: air, groundwater, surface water, marine/aquatic environments and sediment, soil, soil vapor, benthic or terrestrial organisms, bioassays, and various tanks or wastes. The work plans shall be created or updated for

the purpose of evaluating DQOs. Work plans shall be developed per references c) and d) and shall include or update both a Sampling and Analysis Plan (SAP) and a Quality Assurance Project Plan (QAPP).

3. Based on approved work plans the contractor shall mobilize to collect, analyze, validate, and report sampling data and/or field measurements.
4. Provide trend analysis and data quality assessment of sampling data and report conclusions in reference to DQOs. The report should include recommendations for LTM program adjustment or modification if necessary to maintain optimal achievement of remedial goals. Assessment and documentation of Monitored Natural Attenuation (MNA) is included within this area. Data quality assessment shall be accomplished per reference e) and current Navy guidance.
5. Provide human health and or ecological risk assessments to determine if threat to human health exists, and if so its magnitude and immediacy.
6. Perform project management and engineering services in support of long term monitoring activities.
7. Provide technical and administrative support for public involvement activities as required.
8. Install, maintain, and abandon monitoring wells as required.
9. Manage and dispose of wastes resulting from the work performed under this contract per Navy activity instructions and guidelines.
10. Prepare and submit electronic data and reports to the Navy Installation Restoration Information Solution (NIRIS) database per the Standard Operating Procedures (SOP's). Current versions of the SOPs are published on the NIRIS system.
11. Develop technical memoranda and reports including but not limited to inspection, monitoring, testing, sampling, modeling, annual summaries, various permitting reports, and response completion reports.
12. Evaluate Navy compliance with activity-specific institutional controls.

C.1.3.4 Contaminants. The contaminants will include, but not be limited to, those identified and regulated under RCRA, CERCLA, Toxic Substances Control Act (TSCA), Solid Waste Disposal Act (SWDA), and petroleum oils and lubricants (POL). The contaminants include but may not be limited to: asbestos, volatile organic compounds (solvents), semi volatile organic compounds, per- and poly- fluoroalkyl substances (PFAS), POL, metals, acids, bases, reactives, non-explosive ordnance residues or compounds, polychlorinated biphenyls (PCBs), and pesticides. Contaminants may be present in soils, sediments, ground water, air, sludge, surface water, and man-made structures. Contaminated sites may be buildings, landfills, hazardous waste treatment storage and disposal facilities, tanks, lagoons, firefighting training areas, or other facilities.

C.1.3.5 General Work Requirements. The Contractor selected for the work shall perform tasks in accordance with the contract, as well as in accordance with Uniform Building Codes (UBC), and all federal, state and local building, safety and environmental regulations. Specific guidance provided in the task order scope will take precedence over the general guidance provided herein. The majority of contracts will be performance-based, describing the requirements in terms of desired outcome of the project with minimal provision of precise details of work to be done. Contracts shall include various documents that describe the required cleanup action and technologies to achieve cleanup. Such documents may include RCRA/CERCLA closure plans, corrective action plans, and drawings and specifications

C.1.4.1 Other Services. The Contractor shall provide the personnel, equipment, materials, facilities, and management to respond to multiple requests for environmental support at various sites. These services may include actions such as, but not limited to, the following:



- (a) Perform landfill cover maintenance
  - i. grading
  - ii. fill operations
  - iii. fence repair
  - iv. grass cutting
- (b) Vegetation Clearance
- (c) Wetland Maintenance
- (d) Operation, maintenance, inspection, performance monitoring, repairs, modifications and removal and dismantling of existing remedial treatment systems according to established procedures. The types of systems will include but are not limited to:
  - i. Groundwater Treatment Plants (GWTP)
  - ii. Various types of soil caps and RCRA landfill caps
  - iii. Subslab depressurization systems
  - iv. Air sparging, soil vapor extraction, bioslurper and free product recovery systems
  - v. Wastewater treatment facilities
  - vi. Bioremediation systems
  - vii. Natural Attenuation
- (e) Performing asbestos and lead-based paint abatement
- (f) Performing other related activities associated with restoring areas to safe and acceptable condition

In addition to performance of the specific remediation services listed above, the contractor will generally be responsible for preparation of written documents such as work plans, health & safety plans and close out reports connected with such services. The contractor may also be required to provide limited designs.

#### C.1.5 PERSONNEL REQUIREMENTS

C.1.5.1 REVIEW OF RESUMES. The Government reserves the right to review the resumes of and interview Contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request.

C.1.5.2 CONTRACTOR WORK FORCE RESPONSIBILITY. Organize, furnish, maintain, supervise, and direct a work force which, within the limitation of the provisions of the contract, is thoroughly capable and qualified to effectively perform the work set forth in the contract.

C.1.5.3 KEY PERSONNEL QUALIFICATIONS. The required educational, experience and training qualifications for key personnel are set forth below:

C.1.5.3.1 PROGRAM MANAGER. Responsibilities include overseeing all aspects of awarded Task Orders. Duties include monitoring and controlling project quality, assuring compliance with applicable Federal, State, Department of Defense, Navy and local regulations and policy, ensuring compliance with health and safety requirements, and performing as the Contractor's chief representative. The qualified individual for this position shall have as a minimum:

- a. Undergraduate degree or higher in engineering or similar relevant technical disciplines such as Geology or Industrial Hygiene.
- b. Ten years' experience managing or overseeing large task order contracts involving multiple concurrent projects at multiple locations and Professional Engineering registration is desired.

- c. Six years of experience working as a senior manager or senior engineer with environmental restoration, long-term monitoring or environmental operation and maintenance projects.

C.1.5.3.2 DATA QUALITY OBJECTIVE (DQO) PROCESS MANAGER. Responsibilities include developing DQOs and facilitating the DQO process. This includes meeting with the Navy, regulators, contractors, and any other stakeholders for the purpose of gaining consensus and establishing decision rules and approaches to current or new LTM or O&M requirements. Qualifications include the following:

- a. Must have experience with applied statistics and a demonstrated proficiency in statistical sampling design, particularly in implementation of the DQO process.
- b. Must be familiar with EPA guidance on the DQO process, sampling, and data quality assessment per references f), g) and a). and with software tools for implementing the DQO process.
- c. Must have experience in developing optimal sampling design strategies explicitly accounting for inherent sampling and analysis uncertainties.
- d. Possess expertise in statistical time series modeling, hypothesis testing, and uncertainty analysis for long-term monitoring, and be able to implement methodology that may or may not depend on normality assumptions.

C.1.5.3.3 QUALITY CONTROL (QC) PROCESS OR PROGRAM MANAGER (QCPM). Responsibilities include developing, maintaining, and enforcing a comprehensive Quality Control Management Plan (QCMP). The QCPM shall be familiar with the requirements of the U.S. Army Corps of Engineers Safety and Health Manual and have experience in the areas of hazard identification and safety compliance. Duties of the Quality Control Program Manager are described in section 5.6.1 of this Statement of Work.

C.1.5.3.4 PROJECT MANAGER. Responsibilities include directing work associated with Contract Task Orders. Duties include ensuring effective execution of the project, controlling project schedule and budget, recommending changes to improve project efficiency and effectiveness, justifying change orders, tracking materials and resources, coordinating subcontractors' work, insuring compliance with health and safety procedures, ensuring compliance with regulatory requirements and total overall responsibility for construction completion.

C.1.5.3.5 PROJECT SUPERINTENDENT. Responsibilities similar in nature to the project manager, however performed primarily at the site. A minimum of 5 years of construction management experience is required, of which at least 2 years of experience in cleanup projects is desired.

C.1.5.3.6 CERTIFIED INDUSTRIAL HYGIENIST AND/OR CERTIFIED SAFETY PROFESSIONAL. Responsibilities include implementing and overseeing the contractor's health and safety program (HASP) and plans. The CIH is required to be American Board of Industrial Hygiene (ABIH) certified, and possesses the following:

- a. Undergraduate (4-year) degree in physical science, life sciences, or engineering from an accredited college or university;
- b. Five (5) years professional experience as a full-time industrial hygienist;
- c. Demonstrable expertise in air monitoring technologies, and in the development of personal protective equipment programs for working in potentially toxic atmospheres
- d. Working knowledge of applicable federal, state, and local occupational health and safety regulations; and
- e. Formal education and training in occupational health and safety.

#### C.1.5.4 PERSONNEL CHANGES AND TRAINING REQUIREMENTS

C.1.5.4.1 KEY PERSONNEL. The Program Manager, Quality Control Program Manager, and the individual Project Managers are considered key personnel. The qualifications and experience of these individuals, reviewed and approved by the Contracting Officer prior to award, must be maintained throughout the contract period. Consequently, during performance of the contract, substitution of these individuals is subject to Contracting Officer approval and the substitute must possess, at minimum, qualifications and experience equal to the individual identified for that position in the contractor's technical proposal. Similarly, the qualifications and experience of project personnel identified specifically in a project proposal must also be maintained throughout the performance of the project

C.1.5.4.2 CONDITIONS FOR SUBSTITUTIONS, DELETIONS, OR ADDITIONS. The Contractor agrees that during the first year of the contract performance period, no key personnel substitutions or deletions shall be permitted unless necessitated by an individual's sudden illness, death, or termination of employment. For any substitutions the Contractor shall promptly notify the Contracting Officer. Proposed substitutions, deletions, or additions shall be submitted in writing to the Contracting Officer, at least 30 days in advance, (45 days if security clearance is to be obtained), with the following information:

- a) a detailed explanation of the circumstances necessitating proposed substitutions or additions,
- b) a complete resume for the proposed substitute or addition, and
- c) any other information requested by the Contracting Officer.

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

#### C.1.5.5 TRAINING REQUIREMENTS

C.1.5.5.1 Contractors are expected to have personnel with the requisite skills and certifications to perform the requirements of this contract. In addition, and prior to start of work the contractor shall ensure receipt of Occupational Safety and Health Act (OSHA) safety training per 29 CFR 1910.120 for all required personnel

C.1.5.5.2 The Navy will not allow nor reimburse as direct costs, those costs associated with the training of contractor personnel in any effort to initially attain the requirements of this contract. If allowable under FAR Part 31, these costs may be included as indirect costs. Attendance at workshops or symposiums is considered training for purposes of this clause.

Section C - Descriptions and Specifications

### C.2 GENERAL REQUIREMENTS FOR CONTRACTS

#### C.2.1 CONTRACT BASIC REQUIREMENTS

C.2.1.1 PROJECT INFORMATION. The type of project information the Government will provide to the Contractor depends on the specific task order. The information may include contract drawings, maps and specifications, reports, reference drawings, and boring logs. Task Order solicitations will generally be performance-based specifications.

C.2.1.2 DRAWING ERROR AND OMISSION. Omissions from drawings or specifications or misdescriptions of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

C.2.1.3 NOTIFICATION OF DRAWING DISCREPANCIES. The Contractor shall check all furnished drawings and specifications immediately upon their receipt and shall promptly notify the Contracting Officer or designated representative of any discrepancies and a proposed solution. Figures marked on drawings shall in general be

followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work.

**C.2.1.4 REFERENCE DRAWINGS ACCOMPANYING SPECIFICATION.** Reference drawings may accompany Contract specifications and are intended only to show original construction. Drawings are the property of the Government and shall not be used for any purpose other than those contemplated by the specification. Reference drawings included with a Contract may be half size. Information on procuring any half-size drawing as a full-size drawing may be obtained from the Contracting Officer or designated representative.

**C.2.1.5 BORING LOGS.** Boring logs may be available to the Contractor for specific Contract remedial action work. If boring logs are available, the Government does not guarantee that borings indicate actual conditions, except for the exact locations and the time that they were made. Subsurface data obtained by the Government at these locations will be made available for examination by the Contractor.

**C.2.2 SPECIFICATIONS AND STANDARDS.** The specifications and standards referenced in the specifications, including addenda, amendments, and errata listed, shall govern where references thereto are made. In case of differences between the specifications or standards and the project specification or accompanying drawings, the project specifications and accompanying drawings shall govern. Otherwise, the referenced specifications and standards shall apply. The requirement for packaging, packing, marking, and preparing for shipment or delivery included in the referenced specifications apply only to materials and equipment furnished directly to the Government and not to materials and equipment furnished and installed by the contractor.

**C.2.3 OPTIONAL REQUIREMENTS.** Where a choice of materials or methods, or both, is permitted in the contract, the Contractor shall have the discretion to choose an alternative unless otherwise required by the specification.

**C.2.4 AS-BUILT RECORDS.** Maintain/develop at the project site one set of full-size contract drawings and specifications marked to show any deviations which have been made from the Contract drawings or specifications including buried or concealed structures and utility features revealed during the course of site work. Record the horizontal and vertical location of buried utilities that differ from the contract drawings. The drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, deliver the marked set of prints to the Contracting Officer or designated representative.

**C.2.5 STATION REGULATIONS.** The Contractor and his employees and subcontractors shall become familiar with and obey station regulations, including fire, traffic, and security regulations. Personnel employed on the station shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter restricted areas unless required to do so and are cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

**C.2.6 SCHEDULING.** Schedule work to minimize interference with station operations. Work schedules shall be subject to the approval of the Contracting Officer or designated representative. Permission to interrupt any station roads, railroads, or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption. Certain installations will restrict interruption of utility services as well as general station operations. Contracts will specify restrictions when applicable, and specify when the work shall commence and be completed.

**C.2.7 LAYOUT OF WORK.** Lay out work from Government-established base lines and bench marks indicated on the drawings and make measurements in connection therewith. Furnish stakes, templates, platforms, equipment, tools, and materials and labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. The Contractor shall execute the work to the lines and grades established or indicated and shall maintain and preserve stakes and other control points established in the contract task order until authorized by the Contracting Officer or designated representative to remove the stakes.

**C.2.8 EXISTING WORK**

C.2.8.1. PROTECTION. The disassembling, disconnecting, cutting, removing, or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to portions of existing work, whether they (1) remain in place, (2) are re-used in the new work, or (3) are salvaged and stored.

C.2.8.2 REPLACEMENT. Portions of existing work which have been cut, damaged, or altered in any way during construction operations shall be repaired or replaced in kind in an approved manner to match existing or adjoining work. Existing work shall, at the completion of operations, be left in as good a condition as existed before the new work started.

C.2.8.3 LOCATION OF UNDERGROUND FACILITIES. Verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated, traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. Scan the project site with electromagnetic or sonic equipment and mark the surface of the ground where existing underground utilities are discovered.

C.2.9 FACILITIES AND SERVICES. The availability of facilities and services, for example, temporary buildings, field offices, and need for project sign, will be specified in contract task orders.

C.2.10 RESTRICTIONS ON EQUIPMENT. Certain installations requiring remedial action work under the contract may have sensitive areas and therefore may enforce radio transmitter restrictions and may require electromagnetic interference suppression on Contractor's equipment. Contract Task Orders will specify restrictions, when applicable.

C.2.11 SANITATION. Provide adequate sanitary conveniences of a type approved for the use of persons employed properly secluded from public observation, and maintained by the Contractor in such a manner as shall be required or approved by the Contracting Officer or designated representative. Conveniences shall be maintained without nuisance. Upon completion of the work, the conveniences shall be removed from the premises by the Contractor, leaving the premises clean and free from nuisance.

#### C.2.12 SECURITY REQUIREMENTS.

C.2.12.1 UNITED STATES CITIZENSHIP. No employee or representative of the Contractor will be admitted to the work site unless the employee or representative furnishes satisfactory proof of United States citizenship, or is specifically authorized admittance by the government.

C.2.12.2 IDENTIFICATION BADGES AND VEHICLE PASSES. Identification badges and vehicle passes will be furnished without charge, if required; application for and use of passes will be specified in the Contract Task Orders. Immediately report lost or stolen passes to the cognizant security officer.

C.2.12.3 SITE SECURITY REQUIREMENTS. Provide site security such as fencing or guard service as required by each Contract Task Order. However, at a minimum, maintain the site and other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others that may be in the area. Carefully mark work on or near roadways with lights and barricades complying with State and local regulations; or where such regulations are not applicable, provide adequate lights and barricades to minimize the risk of an accident. Fence open excavations that pose a danger to site personnel or others to prevent accidental entry. Shore side slopes of excavations or leave at a safe angle of repose. Equipment, when not in operation, shall be left in a safe manner. (e.g., wheels blocked, buckets on the ground, and in an area under the responsibility of the Contractor). Near residential areas where there may be children, special consideration shall be given to site security and safety needs.

C.2.13 CONTRACTOR AND SUBCONTRACTOR PERSONNEL LIST. Provide to the Contracting Officer or designated representative, a list of Contractor and/or subcontractor personnel (including addresses and telephone numbers) for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists. The Contractor shall post a list of the subcontractors at the project site.

C.2.14 STORM PROTECTION. If a warning of gale force or stronger winds is issued, take precautions to minimize any danger to persons, and protect the work and any nearby Government property. Precautions shall include, but are not limited to, closing openings, removing loose materials, tools, and equipment from exposed locations, and removing or securing scaffolding and other temporary work. Close openings at the work area if storms of lesser intensity pose a threat to the work or any nearby Government property.

### C.3 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION

C.3.1 GENERAL. The requirements stated herein provide general protection of natural resources and the environment during execution of Contract work. The Contractor shall comply with Federal, State, local, and base environmental laws and regulations including, but not limited to, pertinent Occupational Safety and Health Administration and Department of Transportation requirements; National Environmental Policy Act; Clean Water Act; Clean Air Act; Endangered Species Act; Safe Drinking Water Act; Toxic Substance Control Act; Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Act; and Comprehensive Environmental Response, Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act; and Emergency Planning and Community Right-to-Know Act of 1986. The Contractor shall ensure that activities performed by their personnel, subcontractors, and suppliers are executed as required by these laws and regulations.

C.3.2 SUBMITTALS. For each Task Order where specified, provide the following submittals to the Contracting Officer or designated representative: (Dates will be specified in the Task Order.)

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

C.3.3 ENVIRONMENTAL PROTECTION REQUIREMENTS. Provide and maintain protection of the natural resources and environment during the life of the project. Plan for and provide environmental protective measures to control pollution that develops during operations. Plan for and provide environmental protective measures necessary to correct conditions that develop during site work associated with the project.

C.3.3.1 ENVIRONMENTAL PROTECTION PLAN. For each task order where required, meet with the Contracting Officer or designated representative to discuss the proposed environmental protection plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.

C.3.3.2 ENVIRONMENTAL CONDITIONS REPORT. For each task order where required, perform a survey of the project site with the Contracting Officer or designated representative prior to starting work. Take photographs where possible showing existing environmental conditions in and adjacent to the site.

C.3.4 PROTECTION OF NATURAL RESOURCES. Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine activities to within the limits of the work specified in the Contract.

C.3.4.1 LAND RESOURCES. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer or designated representative's approval. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorage unless approved by the Contracting Officer or designated representative.

C.3.4.2 PROTECTION. Protect existing trees that are to remain and which may be injured, bruised, defaced, or otherwise damaged by Contractor operations. Remove displaced rocks from uncleared areas. The Contractor, upon Contracting Officer or designated representative's approval, shall remove trees with 30 percent or more of their root systems destroyed.

C.3.4.3 REPLACEMENT. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer or designated representative's approval before replacement.

C.3.4.4 TEMPORARY CONSTRUCTION. Remove traces of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials. Grade temporary roads, parking areas, and similar temporarily used areas to conform with surrounding contours.

C.3.4.5 STREAM CROSSINGS. The Contracting Officer or designated representative's approval is required before any equipment will be permitted to ford streams. In areas where frequent crossings are required, install temporary culverts or bridges. Remove temporary culverts or bridges upon completion of work, and repair the area as specified in Contract Task Orders.

C.3.4.6 FISH AND WILDLIFE RESOURCES. Do not disturb fish or wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish or wildlife, except as specified in Contract Task Orders.

C.3.4.7 WETLAND AREAS. The Contractor shall not disturb any wetland areas unless authorized.

C.3.4 HISTORICAL AND ARCHAEOLOGICAL RESOURCES. Carefully preserve and report immediately to the Contracting Officer or designated representative historical or archaeological items, or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer or designated representative to resume work. Protect monuments, markers, and works of art.

#### C.3.6 EROSION AND SEDIMENT CONTROL MEASURES

C.3.6.1 BURNOFF. Burnoff of the ground cover is not permitted.

C.3.6.2 BORROW PIT AREAS. Manage and control borrow pit areas to prevent sediment from entering nearby streams or lakes. Restore areas, including those outside the borrow pit, disturbed by borrow and haul operations. Restoration includes grading, replacement of topsoil, and establishment of a permanent vegetative cover. Uniformly grade side slopes of borrow pit to no more than a slope of 1 part vertical to 2 parts horizontal. Uniformly grade the bottom of the borrow pits to provide a flat bottom and drain by outfall ditches or other suitable means. Stockpile topsoil removed during the borrow pit operation, and use as part of restoring the borrow pit area.

C.3.6.3 PROTECTION OF ERODIBLE SOILS. Immediately finish the earthwork brought to a final grade, as indicated or specified in Contract Task Orders. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.

C.3.6.4 TEMPORARY PROTECTION OF ERODIBLE SOILS. Use the following methods to prevent erosion and control sedimentation:

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

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

C.3.7 CONTROL AND DISPOSAL OF SOLID AND SANITARY WASTES. Collect solid wastes and place in containers that are regularly emptied at intervals to prevent the attraction of rodents or disease vectors. Do not

prepare, cook, or dispose of food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. Upon completion of work, leave the areas clean. Control and dispose of waste. Dispose of rubbish, debris, garbage, and sewage according to procedures and requirements specified in the Contract Task Order. The Contractor is required to utilize only permitted disposal facilities. When requested, provide permit Identification Number, facility address and Point of Contact.

### C.3.8 CONTROL AND DISPOSAL OF HAZARDOUS MATERIAL AND WASTE

C.3.8.1 Hazardous Material and Hazardous Waste. Manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations, as well as the applicable station hazardous waste management plan.

C.3.8.2 Hazardous Waste Management Plan. For each Contract Task Order, estimate the types and quantities of hazardous waste or hazardous materials that will be generated from site work that will require transportation and disposal off the project site. Indicate how and when these wastes will be packaged, stored on-site, transported and disposed.

C.3.8.3 Hazardous Material and Waste Storage. Store hazardous material and waste in containers in accordance with Federal, State, local and applicable station requirements. All hazardous material coming on site must have an MSDS (OSHA 174 or equivalent).

C.3.8.4 Hazardous Waste Disposal. Transport and dispose of hazardous waste in accordance with Federal, State, local and applicable station requirements. Any off-site disposal shall be documented with manifests and certificates of destruction.

C.3.8.5 Oil and Hazardous Material Spills. Take precautions to prevent oil and hazardous material spills. In the event of a spill, immediately notify the Contracting Officer or designated representative and the Station Emergency Response Coordinator where applicable. Spill response shall be in accordance with Federal and applicable State regulations and the station contingency plan.

C.3.8.6 Waste Manifests. Original waste manifests shall be forwarded to the Contracting Officer or designated representative.

C.3.8.7 Emergency and Hazardous Chemical Inventory Forms. The Contractor shall maintain an inventory of all hazardous materials brought to, or generated at the project site. The purpose of the inventory is for the Navy to comply with the Emergency Planning and Community Right-to-Know Act (EPCRA). Hazardous materials include hazardous chemicals, toxic chemicals, hazardous substances, and extremely hazardous substances. The inventory form and frequency of submittal shall be as approved by the Contracting Officer or designated representative. The hazardous material inventory shall include the following information: material name (trade and chemical), material CAS #, material classification(s), reportable quantity if applicable, threshold planning quantity if applicable, maximum quantity/volume maintained on the project, average daily quantity used on the project, and total quantity used on the project.

C.3.8.8 Toxic Chemical Release Report. The Contractor shall promptly report any release of a potentially hazardous substance to the Contracting Officer or designated representative. The report shall include the following information: material name (trade and chemical), material CAS #, applicable reportable quantity, location of the release, media into which release occurred, description of cause of release, source of release, date/time/duration of release, response actions including notifications made, any known or anticipated health risks associated with the release and medical recommendations, and any known or anticipated impacts to public health or the environment and recommendations.

C.3.9 Dust Control. Keep dust down at all times, including during non-working periods. Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming shall not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing shall be



permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting shall be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

C.3.10 Noise. Make the maximum use of low-noise emission products as certified by the Environmental Protection Agency (EPA). Blasting or using explosives shall not be permitted without written permission from the Contracting Officer or designated representative, and then only during the designated times specified in the Contract.

C.3.11 Asbestos. No asbestos containing materials shall be used by the contractor in performing the services required on the contract task orders issued under this contract. For the purposes of this requirement, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysolite, amosite, crocidolite, termolite, anthophyllite, and actionlite.

C.3.12 PERMITS. Obtain administrative and substantive permits, licenses, and certificates required by contract task orders.

#### C.4 HEALTH AND SAFETY

C.4.1 DESCRIPTION. This part describes in general terms, the minimum Contractor health and safety requirements associated with the contract. The Contractor shall prepare, implement, and enforce for each site described in contract task orders, a Site Health and Safety Plan (SHSP). The Contractor shall ensure that health and safety provisions are followed by their subcontractors, suppliers, and support personnel. Site Work cannot commence until the Health and Safety Plans have been accepted by the Contracting Officer or the Contracting Officer's designated representative.

C.4.2 REGULATIONS. The Contractor's Health and Safety Program and SHSPs shall comply with and reflect appropriate requirements of the Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual," EM-385-1-1, April 1981, revised September 1996; "Navy Installation Restoration Manual", Chapter 12, February 1997; and any other relevant Federal, State, and local regulations.

#### C.4.3 IMPLEMENTATION

C.4.3.1 Corporate Health and Safety Plan. Within 30 days after contract award, the Contractor will be tasked to submit a current Corporate Health and Safety Plan to the Contracting Officer for review by the Government for use as the Health and Safety Program Plan. Any additions or revisions required as a result of this review shall be made by the Contractor.

C.4.3.2 Site Health and Safety Plan (SHSP). For each Contract Task Order, prepare a written SHSP that complies with the respective Contract Task Order. As a minimum, the SHSP shall contain the following elements:

- a) Site description and contaminant characteristics.
- b) Health and safety hazard assessment for each site task and operation.
- c) Name of the CIH and Site Health & Safety Specialist (SHSS). (Can be dual hatted with the QC Officer)
- d) Health and safety staff organization and responsibilities, including name and telephone number of each responsible person.
- e) Site specific training; i.e., beyond the initial training.
- f) Site specific medical surveillance parameters to include the drug testing policy and program.
- g) Personnel protective equipment (PPE) to be used, limitations, inspection procedures, and establishment

of action levels for upgrades and downgrades of PPE.

- h) Frequency and types of monitoring and sampling, plans, techniques, and instrumentation, including air (on-site and perimeter), heat and cold and stress, noise, and chain of custody for samples.
- i) Health and safety work precautions and procedures; including MSDS, pre-entry briefings and subcontractor control.
- j) Site control measures.
- k) Personnel hygiene and decontamination facilities and procedures.
- l) Equipment decontamination facilities and procedures.
- m) On-site first aid and emergency procedures and equipment.
- n) Emergency response plan and contingency procedures (on-site and off-site).
- o) Logs, reports, and record keeping.
- p) On-site work plans.
- q) Communication procedures.
- r) Spill containment procedures.
- s) Confined space procedures, including the following requirements.

(1) Entry into Confined Spaces.

(a) Confined Space. Refers to a space in which the design has limited openings for entry and exit; unfavorable natural ventilation which could contain or produce dangerous air contaminants; and which is not intend for continuous employee occupancy. Confined spaces include but are not limited to, storage tanks, process vessels, pots, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.

(b) Qualified Person. Safety requirements for entry into confined spaces shall be determined by a qualified person. The qualified person making these determinations shall be designated by the Contractor, in writing, as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. The qualified person shall be capable of specifying necessary control and protective action to ensure worker safety. Where requirements involve hot work on existing fuel storage or fuel distribution systems, a National Fire Protection Association (NFPA) certified marine chemist shall provide a Safe For Hot Work certification in accordance with NFPA 306, Control of Gas Hazards on Vessels.

C.4.3.3 Acceptance of SHSP. Acceptance of the Contractor's SHSP is required prior to start of field activities on each contract task order. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the accepted plan shall be implemented without written concurrence by the Contracting Officer or designated representative. The Government reserves the right to require the Contractor to make changes in their SHSP and operations as necessary to ensure the health and safety of persons on or near the site.

C.4.4 CERTIFIED INDUSTRIAL HYGIENIST. The Contractor shall use an experienced certified industrial hygienist (CIH) to implement and oversee the Health and Safety Program and to develop, implement, and sign SHSPs. Any changes to the established Health and Safety Program or SHSPs shall be at the direction and approval of the CIH, with concurrence of the Contracting Officer or designated representative. The CIH will not necessarily

be required to be on-site during remedial activities, but shall be readily available for consultation, when required by the contract or the Contracting Officer or designated representative.

**C.4.5 SITE HEALTH AND SAFETY SPECIALIST (SHSS).** In addition, the Contractor shall use a trained, experienced SHSS to assist and represent the CIH in continued implementation and enforcement of the approved SHSPs. A SHSS shall be assigned to each site and shall report to the CIH in matters pertaining to site health and safety. The SHSS shall have the on-site responsibility and authority to modify and stop work, or remove personnel from the site if working condition change which may affect on-site and off-site health and safety. The SHSS shall be the main contact for any on-site emergency situation. Except in an emergency, the SHSS may modify the approved SHSP only after consultation and concurrence of the CIH and the Contracting Officer or designated representative. The SHSS shall be first aid and CPR Qualified.

**C.4.6 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS.** Maintain on-site protective equipment as specified in each contract task order for use by Government personnel.

## **C.5 QUALITY CONTROL (QC)**

**C.5.1 SUMMARY.** This part establishes minimum requirements for quality control that shall apply to all contract task orders. More stringent requirements may be included in specific Contract Task Orders if the statement of work indicates they are needed.

**C.5.2 REFERENCES.** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

### **C.5.2.1 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM A 880	1989 Criteria for use in Evaluation of Testing Laboratories and Organization for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
ASTM C 1077	1990 Laboratories Testing Concrete and Concrete Aggregates for Use In Construction and Criteria for Laboratory Evaluation
ASTM D 3666	1990 (Rev. A) Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 3740	1988 Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	1990 Use in the Evaluation of Testing and Inspection Agencies as Used in Construction
ASTM E 543	1989 (Rev. A) Determining the Qualification of Nondestructive Testing Agencies

### **C.5.2.2 U.S. ARMY CORPS OF ENGINEERS (COE)**

U.S. Army Corps of Engineers (COE) "Safety and Health Requirements Manual, "EM-385-1-1, September 1996, revised.

### **C.5.2.3 NAVAL FACILITIES ENGINEERING SERVICES CENTER (NFESC)**

Navy Installation Restoration Chemical Data Quality Manual (IRCDQM), September 1999

**C.5.3 SUBMITTALS.** Provide the following submittals to the Contracting Officer or designated representative:

**C.5.3.1 Quality Control (QC) Plans.** Within 30 days after contract award, the contractor will be directed to submit an overall QC Program Plan. Site specific Project QC Plans shall be required for each contract task order.

C.5.4 FIELD WORK REPORTING. For each Contract Task Order, deliver the following to the Contracting Officer or designated representative, and other parties as identified through regional distribution listings:

C.5.4.1 Combined Contractor Production Report/Contractor Quality Control Report. Original and one copy by 10 A.M. the next working day after each day that work is performed.

C.5.4.2 Testing Plan and Log: One copy at the end of each month (where applicable).

C.5.4.3 Monthly Summary Report of Field Tests: Original and one copy attached to the Contractor quality control report at the end of each month (where applicable).

C.5.4.4 QC Meeting Minutes: One copy within 2 calendar days of the meeting.

C.5.4.5 Rework Items List: One copy by the last working day of the month (where applicable).

C.5.4.6 QC Certifications: As required by the paragraph entitled "QC Certifications."

#### C.5.5 QC PROGRAM

C.5.5.1 Requirements. Establish and maintain an overall QC Program consisting of a QC Organization; QC Program Plan; Coordination and Mutual Understanding Meeting; QC meetings; three phases of control; submittal review and approval; testing; completion inspections; and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this contract.

C.5.5.2 Project QC Plan. The Project QC Plan shall include the elements of the QC Program, and shall cover on-site and off-site work keyed to the work sequence.

#### C.5.6 QC MANAGEMENT

C.5.6.1 QC Program Manager. Provide a QC Program Manager to manage and implement the contract-wide QC program. Any changes to the established contract-wide QC Program Plan or Project QC Plans shall be at the direction and approval of the QC Program Manager, with concurrence of the Contracting Officer or designated representative. If a separate Project QC Manager is designated to a Contract Task Order, the QC Program Manager will not necessarily be required to be on-site during that task order's remedial activities, but shall be readily available for consultation when required by the contract or the Contracting Officer or designated representative.

C.5.6.2 Project QC Manager. The Contractor shall utilize trained, experience Project QC Managers to assist and represent the QC Program Manager in continued implementation and enforcement of the approved Project QC Plans. The Project QC Manager for each Contract Task Order shall manage the site specific QC requirements in accordance with the Project QC Plan. The Project QC Manager is required to attend the coordination and mutual understanding meeting, conduct QC meetings, perform the three phases of control, perform submittal review, perform submittal approval except for submittals designated for Contracting Officer or designated representative approval, ensure testing is performed, and prepare QC certifications and documentation required in this contract.

C.5.6.2.1 Additional Duties. In addition to managing and implementing the site specific QC program, the Project QC Manager may be assigned duties on a part-time basis and also may serve as the Site Health and Safety Specialist (SSHS) if qualified..

#### C.5.7 PROJECT QUALITY CONTROL (QC) PLAN

C.5.7.1 Requirements. Submit for approval by the Contracting Officer or designated representative, a Project QC Plan that covers both on-site and off-site work and includes the following:

- a) Name and qualifications, in resume format, for the Project QC Manager.

- b) A letter signed by an officer of the firm appointing the Project QC Manager and stating that the Project QC Manager is responsible for implementing the QC program as described in this contract. Include in the letter the Project QC Manager's authority to direct the correction of non-conforming work.
- c) Procedures for reviewing, approving, and managing submittals. Provide the names of persons authorized to review and certify submittals prior to approval. Provide the initial submittal of the submittal register as specified in Part 7, "Submittals," and as required by the contract task order.
- d) Testing laboratory information required by the paragraph entitled "Accredited Laboratories" or "Testing Laboratory Requirements," as applicable.
- e) A testing plan and log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
- f) Procedures to identify, record, track and complete rework items.
- g) Documentation procedures, including proposed report formats.
- h) A listing of outside organizations such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor and a description of the services these firms will provide.

C.5.7.2 Preliminary Work Authorized Prior to Approval. No work is authorized to proceed prior to the approval of the Project QC Plan unless specifically authorized by the Contracting Officer or designated representative.

C.5.7.3 Approval. Approval of the Project QC Plan is required prior to the start of work. The Contracting Officer or designated representative reserves the right to require changes in the Project QC Plan and operations as necessary to ensure the specified quality of work.

C.5.8 COORDINATION AND MUTUAL UNDERSTANDING MEETING. Prior to the start of site work, the Project QC Manager shall meet with the Contracting Officer or designated representative to discuss the QC program required for each CTO within the time frame as specified in the CTO. The purpose of this meeting is to develop a mutual understanding of the QC details, including forms to be used; administration of on-site and off-site work; and coordination of the Contractor's management, production, and the Project QC Manager's duties with the Contracting Officer or designated representative. As a minimum, the Contractor's personnel required to attend shall include the Project Manager, Project Superintendent, and Project QC Manager. Minutes of the meeting shall be prepared by the Project QC Manager and signed by both the Contractor and the Contracting Officer or designated representative. This meeting may be held in conjunction with other meetings (i.e. preconstruction meeting).

C.5.9 QC MEETINGS. After the start of site work, the Project QC Manager shall conduct QC meetings as required by the Contracting Officer or designated representative at the work site, with the project superintendent responsible for the upcoming work. Meetings conducted shall be recorded in the contractor QC report. The Contracting Officer or designated representative may attend any of these meetings. These meetings may be held in conjunction with other meetings (i.e. tool box safety meetings). As a minimum, the following shall be accomplished at each meeting:

#### C.5.9.1 Minimum Meeting Requirements.

- a) Review the minutes of the previous meeting
- b) Review the schedule
  - (1) Work or testing accomplished since last meeting
  - (2) Rework items identified since last meeting

- (3) Rework items completed since last meeting
- c) Review the status of submittals
  - (1) Submittals reviewed and approved since last meeting
  - (2) Submittals required in the near future
- d) Review the work to be accomplished in the next 2 weeks and documentation required. Schedule the three phases of control and testing
  - (1) Establish completion dates for rework items
  - (2) Preparatory phases required
  - (3) Initial phases required
  - (4) Follow-up phases required
  - (5) Testing required
  - (6) Status of off-site work or testing
  - (7) Documentation required
- e) Resolve QC and production problems
- f) Address items that may require revising the Project QC Plan.
  - (1) Changes in procedures

C.5.10 THREE PHASES OF CONTROL. The Project QC Manager shall perform the three phases of control for each definable feature of work to ensure that work complies with contract requirements. Definable features of work shall be specified in the Project QC Plan approved by the Contracting Officer or designated representative. The three phases of control shall adequately cover appropriate on-site and off-site work and shall include the following:

C.5.10.1 Preparatory Phase. Notify the Contracting Officer or designated representative at least 2 working days in advance of each preparatory phase. Conduct the preparatory phase with the superintendent and the foreman responsible for the definable feature of work. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report. Perform the following prior to beginning work on each definable feature of work:

- a) Review each paragraph of the applicable specification sections.
- b) Review the contract drawings.
- c) Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required.
- d) Review the testing plan and ensure that provisions have been made to provide the required QC testing.
- e) Examine the work area to ensure that the required preliminary work has been completed.
- f) Examine the required materials and equipment, and sample work to ensure that materials and equipment are on hand and conform to the approved shop drawings and submitted data.

g) Review the safety plan and appropriate activity hazard analysis to ensure that applicable safety requirements are met, and that required material safety data sheets (MSDS) are submitted.

h) Discuss construction methods.

C.5.10.2 Initial Phase. Notify the Contracting Officer or designated representative when crews are ready to start work on a definable feature of work. Observe the initial segment of the definable feature of work to ensure that the work complies with contract requirements. Document the results of the initial phase in the Daily Contractor Quality Control Report. Repeat the initial phase when acceptable levels of specified quality are not being met. Perform the following for each definable feature of work:

a) Establish the quality of workmanship required.

b) Resolve conflicts.

c) Review the safety plan and the appropriate activity hazard analysis to ensure that applicable safety requirements are met.

d) Ensure that testing is performed.

C.5.10.3 Follow-Up Phase. Perform the following for on-going work daily, or more frequently as necessary until the completion of each definable feature of work and document in the Daily Contractor Quality Control Report:

a) Ensure the work is in compliance with contract requirements.

b) Maintain the quality of workmanship required.

c) Ensure that testing is performed.

d) Ensure that rework items are being corrected.

C.5.10.4 Notification of Three Phases of Control for Off-Site Work. Notify the Contracting Officer or designated representative at least 2 weeks prior to the start of the preparatory and initial phases.

C.5.11 SUBMITTAL REVIEW AND APPROVAL. Procedures for submission, review, and approval of submittals are described in C.6, "Submittals."

C.5.12 TESTING. Except as stated otherwise in the task orders, perform sampling and testing required under this contract.

C.5.12.1 Testing Laboratory Requirements. Provide an independent testing laboratory qualified to perform analysis required by this contract. Laboratories performing work in connection with testing shall be certified to the methods specified by each task order.

C.5.12.2 Accredited/Certified Laboratories.

C.5.12.2.1 Non-Environmental Projects. Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) Program, and the American Association for Laboratory Accreditation (AALA) Program. Furnish to the Contracting Officer or designated representative, a copy of the certificate of accreditation, scope of accreditation, and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the task order. Any deviation from the above requirements must be approved in writing by the Contracting Officer or

designated representative. On-site chemical analysis by mobile laboratories must be performed by laboratories certified by the State (if available) in which the project/site is located.

C.5.12.2.2 Environmental Projects. Laboratories performing Installation Restoration Program (IRP) work funded by ER,N (formerly DERA) or BRAC (ER,N eligible in the absence of BRAC funding) must successfully complete the Navy Laboratory Evaluation Program as described in the Navy IRCDQM, September 1999 (see Ref. 6.2.3). Unless otherwise specified, sampling and analysis shall be performed using current EPA procedures and quality control. Any deviation from the above requirements must be approved in writing by the appointed QA Officer (QAO) of the applicable Engineering Field Division/Activity (EFD/A).

C.5.12.2.3. Non-Navy Projects. Accreditation requirements for laboratories performing work funded by other DoD programs, will be considered on a case by case basis, and must be approved in writing by the appointed QAO.

C.5.12.2.4 Capability Check. The Contracting Officer or designated representative retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this contract.

C.5.12.2.5 Test Results. Cite applicable contract requirements, tests, or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform with specified requirements. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to certify test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer or designated representative. Furnish a summary report of field tests at the end of each month. Attach a copy of the summary report to the last Daily Contractor Quality Control Report of each month. For test results involving environmental samples, deliverables shall be defined in the task order and/or Sampling and Analysis Plan.

### C.5.13 QC CERTIFICATIONS

C.5.13.1 Contractor Quality Control Report Certification. Each Contractor Quality Control Report shall contain the following statement signed by the Project QC Manager: "On behalf of the Contractor, I certify that this report is complete and correct, and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report."

C.5.13.2 Invoice Certification. Furnish a certificate to the Contracting Officer or designated representative with each payment request, signed by the Project QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

C.5.13.3 Completion Certification. Upon completion of work under a contract task order, the Project QC Manager shall furnish a certificate to the Contracting Officer or designated representative attesting that "the work has been completed, inspected, and tested, and is in compliance with the contract."

C.5.14 QC DOCUMENTATION. Maintain current and complete records of on-site and off-site QC program operations and activities.

C.5.14.1 Contractor Production Report. Production Reports are required for each day that work is performed and shall be attached to the Contractor Quality Control Report prepared for the same day (See paragraph 6.4(a)). Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Production Reports are to be prepared, signed, and dated by the project superintendent and shall contain the following information:

- a) Date of report, report number, name of Contractor, contract number, title and location of contract, and superintendent present.



- b) Weather conditions in the morning and in the afternoon including maximum and minimum temperatures.
- c) A list of Contractor and subcontractor personnel on the work site, their trades, employer, work location, description of work performed, and hours worked.
- d) A list of job safety actions taken and safety inspections conducted. Indicate that safety requirements have been met including the results on the following:
  - (1) Was a job safety meeting held? (If YES, attach a copy of the meeting minutes)
  - (2) Were there any lost time accidents? (If YES, attach a copy of the completed OSHA report)
  - (3) Was trenching, scaffold, high-voltage electrical, or high work done? (If, YES, attach a statement or checklist showing inspection performed)?
  - (4) Was hazardous material or waste released into the environment? (If YES, attach description of incident and proposed action).
- e) A list of equipment and material received each day that is incorporated into the job.
- f) A list of construction and plant equipment on the work site including the number of hours used, idle and down for repair.
- g) Include a "Remarks" section in this report which shall contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered, and a record of visitors to the work site.

C.5.14.2 Contractor Quality Control Report. Reports are required for each day that work is performed and for every 7 consecutive calendar days of no-work, on the last day of that no-work period. Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Quality Control Reports are to be prepared, signed, and dated by the Project QC Manager and shall contain the following information:

- a) Identify the control phase and the definable feature of work.
- b) Results of the preparatory phase meetings held, including the location of the definable feature of work and a list of personnel present at the meeting. Verify in the report that for this definable feature of work, the drawings and specifications have been reviewed, submittals have been approved, materials comply with approved submittals, materials are stored properly, preliminary work was done correctly, the testing plan has been reviewed, and work methods and schedule have been discussed.
- c) Results of the initial phase meetings held, including the location of the definable feature of work and a list of personnel present at the meeting. Verify in the report that for this definable feature of work the preliminary work was done correctly, samples have been prepared and approved, the workmanship is satisfactory, test results are acceptable, work is in compliance with the contract, and the required testing has been performed, and include a list of who performed the tests.
- d) Results of the follow-up phase inspections held, including the location of the definable feature of work. Verify in the report for this definable feature of work that the work complies with the contract as approved in the initial phase, and that required testing has been performed, and include a list of who performed the tests.
- e) Results of the three phases of control for off-site work, if applicable, including actions taken.

- f) List rework items identified, but not corrected by close of business.
- g) As rework items are corrected, provide a revised rework items list along with the corrective action taken.
- h) Include a "Remarks" section in this report which shall contain pertinent information including directions received, QC problem areas, deviations from the Project QC Plan, construction deficiencies encountered, QC meetings held, acknowledgment that as-built drawings have been updated, corrective direction given by the Project QC Manager, and corrective action taken by the Contractor.
- i) Contractor Quality Control Report certification.

C.5.14.3 Testing Plan and Log. As tests are performed, the Project QC Manager shall record on the testing plan and log the date the test was conducted, the date the test results were forwarded to the Contracting Officer or designated representative, and any remarks and acknowledgment that an accredited or Contracting Officer approved testing laboratory was used. Attach a copy of the updated testing plan and log to the last daily Contractor Quality Control Report of each month.

C.5.14.4 Rework Items List. The Project QC Manager shall maintain a list of work that does not comply with the contract, identifying what items need to be reworked, the date the item was originally discovered, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the Contractor rework items list to the last daily Contractor Quality Control Report of each month. The Contractor shall be responsible for including on this list items needing rework including those identified by the Contracting Officer or designated representative.

C.5.14.5 As-Built Records. The Project QC Manager is required to review the as-built records required by paragraph C.2.4 to ensure that as-built records are kept current on a daily basis and marked to show deviations which have been made from the contract drawings. The Project QC Manager shall initial each deviation or revision. Upon completion of work, the Project QC Manager shall submit a certificate attesting to the accuracy of the as-built records prior to submission to the Contracting Officer or designated representative

## C.6 SUBMITTALS (GENERAL STANDARDS)

C.6.1 SUMMARY. This part establishes the requirements for submittal by the Contractor for review and approval. Submittals, as required by the individual contract task orders, shall be prepared and processed using this part, including those requirements specified in other parts of Section C as being submitted in a Contract Task Order.

C.6.2 TYPES OF SUBMITTALS. Submittals include shop drawings, product data, samples, administrative and close-out submittals, and additional technical support data presented for review and approval.

C.6.2.1 Definitions. The following submittal descriptions are classified into four groupings of submittals as designated in Paragraph 7.7 entitled "Schedule of Submittal Descriptions (SD)."

- a) Shop Drawings. As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier Contractor, to illustrate a portion of the work. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."
- b) Product Data. Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate a portion of the work, but not prepared exclusively for this contract. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."
- c) Samples. Physical examples of products, materials, equipment, assemblies, or workmanship, physically identical to a portion of the work, illustrating a portion of the work or establishing standards for evaluating the appearance of the finished work or both. Types are as listed in the paragraph entitled

"Schedule of Submittal Descriptions (SD)."

- d) Administrative Submittals. Submittals of data for which reviews and approval will be required to ensure that the administrative requirements of the project are adequately met but not to ensure directly that the work is in accordance with the design concept and in compliance with the contract documents. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."
- e) Close-Out Documents. Submittals of data and narrative descriptions of work that will be used for close-out documentation for certain removal actions or abatement projects. Submittals may include photographs, test reports, analytical data, manifests or bills of lading. Reports must be in sufficient detail to satisfy regulatory requirements for the specific type of work.

C.6.2.2 Approving Authority. The person who is authorized to approve a submittal.

C.6.3 SUBMITTAL REGISTER. For each contract task order, submit a Submittal Register. Instructions for completion of the Government furnished Submittal Register are provided in Section C.6.8. The submittal register with columns (a), (b), (c), and (d) completed by the Contractor is designated the initial submittal register required as a part of the Project QC Plan. Additional details concerning the use of the submittal register will be explained at the pre-construction conference.

#### C.6.4 PROCEDURES FOR SUBMITTALS

C.6.4.1 Reviewing, Certifying, Approving Authority. The Contractor's QC organization shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements. The approving authority on submittals is the Project QC Manager unless submission to the Contracting Officer is specified for the specific submittal.

##### C.6.4.2 Constraints

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

##### C.6.4.3 Scheduling

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

##### C.6.4.4 Contractor's Responsibilities

- a) Verify Field Conditions. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.

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

#### C.6.4.5 QC Organization Responsibilities

- a) Receiving Date. Note the date on which the submittal was received from the Contractor on each submittal for which the Project QC Manager is the approving authority.
- b) Verify Field Conditions. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.
- c) Review. Review submittals for conformance with project design concepts and compliance with the contract documents.
- d) Action. Act on submittals, determining the appropriate action based on the QC organization's review of the submittal.
  - (1) When the Project QC Manager is the approving authority, take the appropriate action on the submittal from the possible actions defined in the paragraph entitled "Actions Possible."
  - (2) When the Contracting Officer or designated representative is the approving authority or when a variation has been proposed, forward the submittal to the Government with the certifying statement or return the submittal marked "not reviewed" or "revise and resubmit" as appropriate.
- e) Legible. Ensure that material is clearly legible.
- f) Certification Stamp. Stamp each sheet of each submittal with the Contractor's certification stamp, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

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

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

Certified by Submittal Reviewer \_\_\_\_\_,  
Date \_\_\_\_\_ (signature when applicable)

Certified by Project QC Manager \_\_\_\_\_,  
Date \_\_\_\_\_ (signature)

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

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

Certified by Submittal Reviewer \_\_\_\_\_,  
Date \_\_\_\_\_ (signature when applicable)

Approved by Project QC Manager \_\_\_\_\_,  
Date \_\_\_\_\_ (signature)

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

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

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

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

C.6.4.6 Government's Responsibilities. The following applies to the Contracting Officer or designated representative when indicated to be the approving authority:

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

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

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

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

C.6.4.7 Actions Possible. Submittals will be returned with one of the following notations:

a) Not Approved. Submittals marked "not reviewed" shall indicate the submittal has been previously

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

- b) Approved. Submittals marked "approved" or "approved as submitted" authorize the Contractor to proceed with the work covered.
- c) Approval as Noted. Submittals marked "approved as noted" authorize the Contractor to proceed with the work as noted provided the Contractor takes no exception to the notations.
- d) Revise and Resubmit. Submittals marked "revise and resubmit" or "disapproved" indicate the submittal is incomplete or does not comply with the design concept or the requirements of the Contract documents and shall be resubmitted with appropriate changes.

#### C.6.5 FORMAT OF SUBMITTALS

C.6.5.1 Transmittal Form. Transmit each submittal, except sample installations and sample panels, to the office of the approving authority. Transmit submittals with a transmittal form prescribed by the Contracting Officer or designated representative. The transmittal form shall identify the Contractor, indicate the date of the submittal, and include information prescribed by the transmittal form and required in the paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

C.6.5.2 Identifying Submittals. Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on the transmittal form. Mark each copy of each submittal identically, with the following:

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

#### C.6.5.3 Format for Product Data

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

#### C.6.5.4 Format for Shop Drawings

- a) Size. Shop drawings shall be not less than 8-1/2 by 11 inches or more than 30 by 42 inches.
- b) Placement. Present 8-1/2 by 11 inch shop drawings as a part of the bound volume for the submittals required by the section. Present larger drawings in the sets.
- c) Information. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to the information required in Paragraph 7.5.2 entitled "Identifying Submittals."
- d) Dimensions. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Identify materials and products for work shown.

#### C.6.5.5 Format of Samples

- a) Size. Furnish samples in the sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:
  - (1) Sample of equipment or device: Full size.
  - (2) Sample of materials less than 2 by 3 inches: Built-up to 8-1/2 by 11 inches.
  - (3) Sample of materials exceeding 8-1/2 by 11 inches: Cut down to 8-1/2 by 11 inches and adequate to indicate color, texture, and material variations.
  - (4) Sample of linear devices or materials, such as conduit and handrails: 10-inch length or length to be supplied, if less than 10 inches.
  - (5) Sample of non-solid materials (e.g., sand, paint, etc.): One pint, unless specified otherwise in technical sections.
  - (6) Sample panel: 4 feet by 4 feet.
  - (7) Sample installation: 100 square feet.
- b) Range of Variation. Samples showing range of variation: Where unavoidable variations must be expected, submit sets of samples of not less than three units showing the extremes and middle of the range.
- c) Reusable Samples: Incorporate returned samples into the work only if so specified or indicated. Incorporated samples shall be in undamaged condition at the time of use.
- d) Recording of Sample Installation: Note and preserve the notation of the area constituting the sample installation but remove the notation at the final cleanup of the project.
- e) Color, Texture, or Pattern: When specified in naming a particular manufacturer and style, include one sample of that manufacturer and style for comparison.

#### C.6.5.6 Format of Administrative Submittals

- a) Reference Document. When the submittal includes a document which is to be used in the project or become a part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document, but to a separate sheet accompanying the document.
- b) Operation and Maintenance Manual Data: Submit in accordance with the Contract Task Order.

## C.6.6 QUANTITY OF SUBMITTALS

### C.6.6.1 Number of Copies of Product Data

a) Submit six copies of submittals of product data requiring review and approval only by the QC organization and seven copies of product data requiring review and approval by the Contracting Officer.

### C.6.6.2 Number of Copies of Shop Drawings

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

(1) Transmit reproducible rolled in mailing tubes.

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

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

### C.6.6.3 Number of Samples

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

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

c) Submit one sample installation, where directed.

d) Submit one sample of non-solid materials .

### C.6.6.4 Number of Copies of Administrative Submittals

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

b) Unless otherwise specified, submit administrative submittals larger than 8-1/2 inches by 14 inches in the quantities required for shop drawings.

## C.6.7 SCHEDULE OF SUBMITTAL DESCRIPTIONS (SD)

a) SD-01, Data: Submittals which provide calculations, descriptions, or other documentation regarding the work

b) SD-02, Manufacturer's Catalog Data: Data composed of catalog cuts, brochures, circulars, specifications, and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the contract documents. A type of product data.

c) SD-03, Manufacturer's Standard Color Charts: Preprinted illustrations displaying choices of color and finish for a material or product. A type of product data.

d) SD-04, Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, detail of fabrications, layout of particular elements, connections, and



other relational aspects of the work. A type of shop drawing.

- e) SD-05, Design Data: Design calculations, mix designs, analyses, or other data, written in nature and pertaining to a part of the work. A type of shop drawing.
- f) SD-06, Instructions: Preprinted material describing installation of a product, system, or material, including special notices and material safety data sheets, if any, concerning impedance's, hazards, and safety precautions. A type of product data.
- g) SD-07, Schedules: A tabular list of data or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work. A type of shop drawing.
- h) SD-08, Statements: A document, required of the Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality. A type of shop drawing.
- i) SD-09, Reports: Reports of inspection and laboratory test, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.
- j) SD-10, Test Reports: A report signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product, or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within 3 years of the effective date of award of the contract task order. A type of product data.
- k) SD-11, Factory Test Reports: A written report which includes the findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.
- l) SD-12, Field Test Reports: A written report which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, or on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.
- m) SD-13, Certificates: Statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meets specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address. A type of shop drawing.
- n) SD-14, Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work. A type of sample.
- o) SD-15, Color Selection Samples: Samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work. A type of sample.
- p) SD-16, Sample Panels: An assembly constructed at the product site in a location acceptable to the

Contracting Officer or designated representative and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Contracting Officer or designated representative. A type of sample.

- q) SD-17, Sample Installations: A portion of an assembly or material constructed where directed and, if approved, retained as a part of the work. A type of sample.
- r) SD-18, Records: Documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism. A type of administrative and close-out submittal.
- s) SD-19, Operation and Maintenance Manuals: Data intended to be incorporated in an operations and maintenance manual. A type of administrative and close-out submittal.

## C.6.8 SUBMITTAL REGISTER INSTRUCTIONS

C.6.8.1. Submittal Register. Use a submittal register form for the project's submittal register and to track progress of submittals as they are processed. Users may arrange Parts "A" and "B" side-by-side in a three-ring notebook.

- a) Submittal Register Form Columns (a) through (e). The Government will supply submittal register forms, via CD ROM, with columns (a) through (e) completed to the extent that will be required by the Government. Consider these forms as being for convenience only. Correct variations from requirements shown in specification sections; ensure submittal register conforms to specification sections.

- 1) Column (a): Lists each specification section in which a submittal is required.
- 2) Column (b): Lists each submittal description (SD number and type (e.g., SD-04, Drawings) required in each specification section. Follow each submittal description with the list of material or products to be addressed in each submittal description.
- 3) Column (c): Lists one principal paragraph in the specification section where a material or product is specified. This listing is only to facilitate submittal reviews. Do not consider entries in column (c) as limiting project requirements; do not consider that a blank must be filled in by Contractor or the Government.
- 4) Column (d): Indicates approving authority for each submittal. A "G" indicates approval by Contracting Officer or designated representative; a blank indicates approval by QC manager.
- 5) Column (e): Indicates, for submittals to be approved by Contracting Officer or designated representative, specific reviewers other than QC organization. This column may or may not be filled out on the copy supplied by the Government.

- b) Submittal Register Form Columns (f) through (i). Columns (f) through column (i) will be used by the Contractor, QC organization, and Government on their own copies to record data established by the Contractor.

- 1) Column (f): As submittals are processed, list a consecutive number assigned by Contractor for each group of submittals. Place this same number in the appropriate block of "Submittal Transmittal Form." For a resubmission, repeat transmittal control number of the original submittal with a suffix; e.g., No. "100B" is the second resubmission of material originally transmitted under No. "100."
- 2) Column (g): List dates scheduled for approving authority to receive submittals. These dates are the scheduled beginnings of the submittal review period. The Contractor proposes these dates and the Contracting Officer or designated representative approves them to establish the

approved submittal register.

3) Columns (h) and (i): Use to record Contractor's review when forwarding submittals to the QC organization.

c) Submittal Register Form Columns (j) through (o). Columns (j) through column (o) will be used by the contractor, QC organization, and Government on their own copies, as described below.

#### C.6.8.2 Contractor's Responsibilities:

a) Column (j): Enter date submittal is delivered to QC organization if QC manager is approving authority or to the Government via QC organization if contracting Officer or designated representative is approving authority.

b) Columns (k) and (l): No entries are required on Contractor's copy.

c) Columns (m) and (n): Enter action and date of action by approving authority as shown on returned submittal.

d) Column (o): Enter date Contractor receives on acted-on submittal.

#### C.6.8.3 QC Organization Responsibilities:

a) Column (j): Enter date QC organization receives submittal from Contractor.

b) Columns (k) and (l): If approving authority is Contracting Officer or designated representative, enter date QC organization forwards certified submittal to Contracting Officer or designated representative.

c) Columns (m) and (n): If approving authority is Contracting Officer or designated representative, enter the Government action and date of action as shown on returned submittal. If approving authority is QC manager, enter QC action and date of action.

d) Column (o): Enter date QC organization returns submittal to Contractor, regardless of who is approving authority. If QC manager is approving authority, the date the submittal is returned to Contractor is also the date the information copy is forwarded to the Government.

#### C.6.8.4 Government Responsibilities

a) Column (j): When Contracting Officer or designated representative is approving authority, enter date submittal is received from QC organization.

b) Columns (k) and (l): When Contracting Officer or designated representative is approving authority, enter date submittal is routed or received from specialized reviewer, such as fire protection engineer or architect-engineer.

c) Columns (m) and (n): When approving authority is Contracting Officer or designated representative, enter the Government action and date of action. When approving authority is QC organization, enter QC manager action and date of action, as indicated on information copy forwarded by QC organization.

d) Column (o): When Contracting Officer or designated representative is approving authority, enter date submittal is returned to Contractor via QC organization.

### C.7 ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS

#### C.7.1 SPATIAL DATA STANDARDS

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

#### C.7.2 LABORATORY ELECTRONIC DELIVERABLES

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

#### C.7.3 CONTROL INFORMATION

C.7.3.1 Controls. Horizontal and vertical control information for both graphic and non-graphic information are as follows:

- a) Horizontal Controls: Mercator projection, GRS 80, State Plane Coordinate System, North American Datum 1983, Lambert Zones 1 through 6 (or appropriate zone for region to be mapped), feet.
- b) Vertical Controls: Mean Sea Level, North American Vertical Datum, 1988.

#### C.7.4 DELIVERY REQUIREMENTS

C.7.4.1 Definition. All contractors tasked with environmental management, monitoring, investigation or restoration projects which result in the acquisition of new data or in the confirmation of existing data shall be required to submit the data in accordance with the standards identified in paragraph 4.1 and shall be required to deliver electronic copies of the information to the Contracting Officer or designated representative.

C.7.4.2 Media. The delivery media shall be CD ROM.

## Section E - Inspection and Acceptance

ADDITIONAL INSTRUCTIONS**E.1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer Representative (COR), Remedial Project Manager, or Navy Technical Representative (NTR) as designated on the individual contract task order. All work performed by the Contractor to be consistent with federal, state, county and local laws, rules and regulations. Therefore, final acceptance for project closeout may be contingent on the review, concurrence and/ or approval of a state, county and/ or local regulator.

**E.2 ACCEPTANCE**

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review and acceptance by the Government. All work performed by the Contractor is to be consistent with federal, state, county and local laws, rules and regulations. Therefore, final acceptance for project closeout may be contingent on the review, concurrence and / or approval of a state, county and/ or local regulator.

**E.3 Performance Evaluation Meetings**

The Contractor shall meet with the Government, at times designated by the Government and at no cost to the Government, too discuss overall management of the contract. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representative and the Government's representative. Should the Government not occur with the minutes, the Government shall state in writing to the Contractor any areas of disagreement with 15 Calendar days.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the

Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

## Section F - Deliveries or Performance

SECTION F**F1. PLACE OF PERFORMANCE**

NAVFAC MIDLANT anticipates awarding a Remedial Action Operations Multiple Award Contract(s) (RAOMAC) for projects within Hampton Roads, West Virginia, North Carolina, and South Carolina Area of Responsibility (AOR).

**F2. TERM OF THE THE CONTRACT**

The total aggregate task order value for the base year and all option periods is \$30 million. The base period shall be twelve (12) months. Each of the four option periods are twelve (12) months. The contract will expire when either the total duration of the contract (60 months) is reached or when the maximum aggregate task order value of the contract (\$30 million) is reached, whichever occurs first.

**F3. WORK SCHEDULE**

The contractor shall arrange its work to minimize interference with the normal occurrence of Government business. All work shcedules will be subject to negotiations during the contract task order award process.

**F4. SERVICE INTERRUPTIONS**

Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall notify the Navy Technical Representative (NTR) and affected tenants **at least fifteen calendar days in advance**. No utility disconnection may be accomplished until approval is granted by the Contracting Officer or designated representative.

**DELIVERY INFORMATION**

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

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15	Stop-Work Order	AUG 1989
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## Section G - Contract Administration Data

SECTION G**G.1 CONTRACT ADMINISTRATION DATA**

Contracting Officer

Andre Forte

Naval Facilities Engineering Command Mid-Atlantic

9324 Virginia Avenue

Norfolk, Virginia 23511

(757) 341-1974

[andre.d.forte.civ@us.navy.mil](mailto:andre.d.forte.civ@us.navy.mil)

Contracting Officer's Technical Representative

Bryan Revell, PE

Naval Facilities Engineering Command Mid-Atlantic

Hampton Roads Environmental Production Coordinator

9324 Virginia Ave

Norfolk, VA 23511

(757) 341-0326

[bryan.c.revell.civ@us.navy.mil](mailto:bryan.c.revell.civ@us.navy.mil)

Payment will be made by:

To be designated on each individual Task Order.

**G.2 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO).**

Each contract task order will designate the appropriate ACO.

**G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR).** The COTR for this contract will be appointed in writing by the Contracting Officer.

**G.3.1 COTR AUTHORITY.** A COTR is not a Contracting or Ordering Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract (or task order).

**G.3.2 COTR RESPONSIBILITIES AND NAVY TECHNICAL REPRESENTATIVE (NTR).** The COTR is technically responsible for monitoring of Contractor's performance and is the primary technical point of contact. However, a Navy Technical Representative may be assigned to assist the COTR in executing inspection and monitoring duties wherein the surveillance and monitoring burden of the contract is significant. The NTR's will be set forth on individual task orders as required.



G.3.3 ALTERNATE COTR. The Contracting Officer may also appoint, in writing, an alternate COTR to perform the responsibilities and functions of the absent COTR

G.3.4 TECHNICAL DIRECTION. Performance of work under this contract is subject to the written technical direction of the COTR who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the scope of work of the task order.

G.3.5 COTR AUTHORITY LIMITATIONS. The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

- a. Constitutes an assignment of additional work outside the Performance Work Statement
- b. Constitutes a change as defined in the Changes Clause.
- c. In any manner causes an Increase or decrease in the total estimated cost or the time required for task order performance.
- d. Changes any of the expressed terms, conditions, or specifications of the task order.
- e. Interferes with the Contractor's rights to perform the terms and conditions of the task order.
- f. Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in the contract.

G.3.6 ISSUING TECHNICAL DIRECTION. All Technical Direction shall be issued in writing by the COTR.

G.3.7 OUT OF SCOPE OF WORK. When, in the opinion of the Contractor, the COTR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract (or task order), the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract (or task order) or has otherwise resolved the issue.

G.4 INVOICES. INVOICING PROCEDURES ELECTRONIC (NAVFAC September 2008)\

a. In accordance with DFARS Clause 252.232-7003 titled “Electronic Submission of Payment Requests”, this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

b. It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

c. Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company’s CAGE code in WAWF by calling 1-866-618-5988. Once the company’s CAGE code is activated, the CCR EBPOC must self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. after the company is set-up on WAWF, any additional persons responsible for submitting invoices must selfregister under the company’s CAGE code at <https://wawf.eb.mil>.

d. The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF: Initial Document Creation requires the following:

Initial Document Creation requires the following:

Contract Number	To Be Completed Upon Award of Contract
Delivery Order Number	To Be Completed Upon Award of Contract Task Orders
Cage Code/Ext	To Be Completed Upon Award of Contract Task
Pay DoDAAC	To Be Completed Upon Award of Contract Task Orders
Document Type	'NAVCON' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.

On the WAWF "Header Tab" the following is required:

Issue Date	To Be Completed Upon Award of Contract Task Orders
Issue By DoDAAC	To Be Completed Upon Award of Contract Task Orders
Admin By DoDAAC	To Be Completed Upon Award of Contract Task Orders
Inspect By DoDAAC/Ext	To Be Completed Upon Award of Contract Task Orders
Ship to Code/Ext or Service Acceptor	To Be Completed Upon Award of Contract Task Orders
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDACC	To Be Completed Upon Award of Contract Task Orders
Once Submitted, select "Send More Email Notifications"	
Inspector View Only Email Address	To Be Completed Upon Award of Contract Task Orders
Operations Assistant (OA) Email Address	<a href="mailto:m_navfac_nw_iptn_aq_wawf@navy.mil">m_navfac_nw_iptn_aq_wawf@navy.mil</a>
Activity Fund Administrator	To Be Completed Upon Award of Contract Task Orders (if applicable)

The NAVFAC WAWF point of contact for this contract is Andre Forte, NAVFAC Mid-Atlantic, at [https://andre.d.forte.civ@us.navy.mil](mailto:https://andre.d.forte.civ@us.navy.mil).

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

e. Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to “Send More Email Notification’s.” Select “Send More Email Notification” and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

f. If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC Mid-Atlantic point of contact identified above in section (d).

**G.5 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS):** The primary intent of the CPAR rating incentive is to motivate the contractor to perform the required services in such a manner as to warrant the highest possible rating for each task order. All task orders will be evaluated against the general contract criteria as specified in the “General Contract Performance Requirements Summary” found at Attachment J of the contract. Additional or more detailed ratings criteria will also be developed for each task order specific Performance Work Statement and will be annotated in the Performance Requirements Summary to be included as part of each task order.

## **G.6 DoD E-MALL**

**G.6.1 CONTRACTOR SUPPORT OF ELECTRONIC SERVICES CONTRACTING.** The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

**G.6.2 ORDERS.** The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DoD E-Mall. The DoD E-Mall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DoD E-Mall to view and order IQ line items. The current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.

**G.6.3 ENCRYPTION.** The contractor is required to receive electronic IQ orders from the DoD E-Mall using 128-bit encrypted email. The contractor agrees to purchase, install,

and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DoD E-Mail.

G.6.4 UPDATES. The Contractor shall post updates on order delivery schedule and performance to the DoD E-Mail in a timely manner.

G.6.5 QUANTITIES. The contractor may receive up to \$100,000.00 of DOD E-Mail orders from authorized GPC users, during the base year and each option year of the contract. The contractor shall track quantities and report total quantities ordered in DOD E-Mail by CLIN and ELIN each month and year-to-date and shall notify the PCO when the overall dollar value of DOD E-Mail orders reaches 75% of the allotted \$100,000.00 per contract period. The report shall be provided to the PCO by the fifth day of each following month.

#### CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
- (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at <https://wawf.eb.mil/>.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

Navy Construction/Facilities Management Invoice

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC**	N40085
Inspect By DoDAAC	N40085 ACQ41
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N40085 ACQ41
Service Acceptor (DoDAAC)	N40085 ACQ41



Accept at Other DoDAAC	N/A
LPO DoDAAC	N40085 ACQ41
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N40085 ACQ41

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

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

(g) WAWF point of contact.

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

Ms. Amy Wright, [amy.wright2@navy.mil](mailto:amy.wright2@navy.mil), (757) 341-0077

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

(End of clause)

## PAYMENT INSTRUCTIONS

DFARS PGI Section 204.7108, Payment Instructions have been updated and provides a standard set of payment Instructions, in table format, that define how payments should be made based on the payment request type and the supply or service being acquired. Below is the link that provides the table:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_html/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions)

## Section H - Special Contract Requirements

SECTION H

**H.1 HOLIDAYS.** All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days. In the event any of the holidays occur on a Saturday or Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

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

**H.2 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY.** In accordance with FAR 52.245-2, the Government may furnish or direct the Contractor to purchase, for use in connection with this contract, various property items to be identified on individual task orders. Each task order, as applicable, will identify the property, quantity, original or estimated acquisition value, and place of delivery.

**H.3 INSURANCE.** Within fifteen (15) days after award of this contract, the Contractor shall furnish to the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage in amount not less than the amount specified in accordance with FAR 52.228-5, "INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)" incorporated in Section I. This insurance must be maintained during the entire performance period.

**H.3.1 INSURANCE COVERAGE.** Below are the minimum coverage amounts:

- a. Comprehensive General Liability: \$500,000
- b. Automobile Liability: \$200,000 per person; % 500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage
- c. Workman's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes
- d. Employer Liability Coverage: \$100,000, except in states where workers compensation may not be written by private carriers
- e. Other Insurance As Required By State Law.

**H.3.2 GOVERNMENT OWNED EQUIPMENT AND VEHICLES.** Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.

H.3.3 NOTIFICATION. The Certificate of Insurance shall provide for thirty (30) days writer notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause including this paragraph in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required above. The Contractor shall maintain a copy of all subcontractor's proofs of required insurance and shall make copies available to the Navy Technical Representative prior to the subcontractor's commencement of on-site work and the Contracting Officer upon request.

H.4 RELEASE OF INFORMATION. The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Contracting Officer. For the purpose of this clause, "information" includes but is not limited to new releases, articles, manuscripts, brochures, advertisements, still motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages etc...

H.4.1 SUBMITTAL. Two copies of any information proposed for release must be submitted to the Contracting Officer for security and policy reviews and clearance 45 days prior to release. Information copies shall also be sent to the Administrative Contracting Officer, if applicable, and the COTR.

H.4.2 SUBCONTRACTS. The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

H.5 SECURITY. The contract, or performance thereof, may involve access to information affecting the national defense of the United States within the meaning of Espionage Laws, Title 18, U.S.C. Sections 793 and 794. The transmission or revelation of the classified contents, or of classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

H.6 SERVICE CONTRACT ACT (SCA) WAGES. The Contractor is responsible to ensure all eligible employees are paid in accordance with the appropriate SCA Wage Determination. The following Department of Labor Wage Determinations are applicable to this contract. These determinations specify the minimum wages and fringe benefits to be paid to applicable workers under this contract.

#### SERVICE CONTRACT ACT WAGE DETERMINATION

1. 2015-4341, Revision No. 19, dated 12/27/2021

Service Contract Act Wage Determinations cited above are found at Section J, Attachment K. Task orders for areas not covered under these Attachments will identify and incorporate the appropriate Service Contract Act Wage Determinations as necessary and applicable.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.219-14	Limitations On Subcontracting	MAR 2020
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015

52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-15	Progress Payments Not Included	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	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
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2021
52.245-1	Government Property	JAN 2017
52.245-2	Government Property Installation Operation Services	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	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
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	MAY 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
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

#### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) 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 establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

## 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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



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

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of clause)

#### 52.216-18 ORDERING. (AUG 2020)

(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 May 02, 2022 to May 01, 2027.

(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) A delivery order or task order is considered "issued" when--

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

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

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

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) 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 size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

## 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

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

HUBZone small business concern means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

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.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov).

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (MAR 2020)

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

(b) Applicability. This clause applies only to--

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

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

(3) Orders set aside for small business concerns or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

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

(c) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

(1) For contracts, in accordance with paragraph (b)(1) and (2) of this clause--

[Contracting Officer check as appropriate.]

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

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

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

(End of clause)

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

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

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

(End of clause)

**52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond FY 22. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY22, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)**

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

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

(c) Approval and payment of requests.

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

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

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

(d) Liquidation of performance-based payments.

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(k) Reservation of rights.

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

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

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

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

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

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

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

(1) The name and address of the Contractor;

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be

continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 15 days of knowledge of the nonperformance**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (JUN 2020)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

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

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

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

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

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

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

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

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

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

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

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

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

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

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

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

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

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

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

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

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

(i) In deliverable end item quantities only;

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

(iii) To the contract type only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-	(3) 25	(3) 25	15	15

plus-award-fee; excludes other cost-type incentive Contracts)				
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\* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\* Same sharing arrangement as the contract's profit or fee adjustment formula.

\* The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.



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

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

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

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

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

#### 252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(End of clause)

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

#### 252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) **An Indefinite Delivery Indefinite Quantity Remedial Action Operations Multiple Award Contract** is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data).

**Proposal Due 3/15/2022**

**Proposal Evaluations 3/28/22 – 4/01/22**

**Anticipated Award 6/1/22**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated **Indefinite Quantity Remedial Action Operations Multiple Award Contract** in no event to exceed **\$30 million**

(End of clause)

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

LIST OF ATTACHMENTS**TABLE OF CONTENTS**

<b>Attachment Number</b>	<b>Title/Description</b>
J1	Scope of Work – Seed Project
J2	Price Proposal Form
J3	Area 1 Well and Deficiency Location
J4	Well Rehab Table xls.
J5	Survey Benchmarks
J6	Wage Determinations
J7	PPI Template
J8	Relevant Experience Individual Project Data Sheet
J9	Relevant Experience Project Checklist
J10	Past Performance Questionnaire

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.225-4	Buy American--Free Trade Agreements--Israeli Trade Act Certificate	FEB 2021
52.225-4 Alt I	Buy American--Free Trade Agreements--Israeli Trade Act Certificate (FEB 2021) Alternate I	JAN 2021
52.225-6	Trade Agreements Certificate	FEB 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (SEP 2021)

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

(2) The small business size standard is 562910, Except.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.



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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

## 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

(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--

(1) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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 562910

(2) The small business size standard is 562910 Except.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

## 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in



this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_\_ (Line Item Number Country of Origin)

\_\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including 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 (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_\_

(Country of Origin (If known)) \_\_\_\_

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

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

INSTRUCTIONSL.1 CONTRACTOR PROPOSAL CERTIFICATION

Contractor is required to certify in writing on page 1 of the proposal the following:

\_\_\_\_\_ warrants that its proposal

(Name of Offeror)  
\_\_\_\_\_ incorporated herein by reference, including, but not limited to, proposed (of date or other Identifier) approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

L.2 CONTRACTOR PAYMENT SCHEDULE

The Contractor shall submit a Payment Schedule for all firm fixed-price (FFP) work proposed for a 12-month period. This schedule shall break down the annual FFP cost of the work proposed by the month in which the work is planned to be performed.

L.3 INQUIRIES

All questions from offerors concerning any aspect of this request for proposal (RFP) must be submitted in writing. Prospective offerors are requested to submit written questions specifying the section and paragraph of the specification for which clarification is desired. All inquiries will be answered in writing. Telephone questions will not be entertained. Offerors are specifically cautioned that verbal discussions and replies to question shall not have the effect of changing the provisions of the writer RFP.

All questions must be submitted at least **10 days** before proposals are due. This is the most efficient way to ensure all questions are addressed in a timely manner.

Pre-Proposal Inquiries shall be electronically sent to Andre D. Forte, Contract Specialist, at the following email address:

[andre.d.forte.civ@us.navy.mil](mailto:andre.d.forte.civ@us.navy.mil)

L.4 DISPOSITION OF PROPOSALS

Proposals from unsuccessful offerors will not be returned to the Offeror, but shall be destroyed by the Contracting Officer. No certificate of destruction will be issued.

## CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) 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 exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) 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 establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JUL 2021)

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

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

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

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

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

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

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

(End of provision)

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order;   X   DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

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

The Government contemplates award of a Indefinite Delivery / Indefinite Quantity contract resulting from this solicitation.

(End of provision)

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

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

(End of provision)

#### 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the

preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Naval Facilities Engineering Systems Command  
Mid-Atlantic Acquisition  
9324 Virginia Avenue  
Norfolk, Virginia 23511-3095

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

(End of provision)

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

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

[Insert one or more Internet addresses]

(End of provision)

#### 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Commander NAVFAC Mid-Atlantic  
Acquisition Core  
9324 Virginia Avenue  
Norfolk, Virginia 23511

## Section M - Evaluation Factors for Award

**EVALUATION FACTORS FOR AWARD**  
**EVALUATION FACTORS FOR AWARD**

1. The solicitation requires the evaluation of price and the following non-cost/price factors:

Factor 1 – Management Approach

Factor 2 – Recent, Relevant Experience of the Firm

Factor 3 – Safety

Factor 4 – Past Performance

Factor 5 – Technical Approach for seed project

Price

2. The relative order of importance of the non-cost/price factors is Factors 1, 2, 3 and 5 are of equal importance to each other and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment rating determined from the evaluation of Factor 4.

All evaluation factors other than cost or price, when combined, are approximately equal in importance to price in the best value determination. The importance of price will increase if the offeror's non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible offerors whose offers conforms to the solicitation and represent the best value to the Government, price and non-price factors considered.

3. Basis of Evaluation and Submittal Requirements for Each Factor.

- (a) Non-Cost/Price Factors Submission Requirements:

Non-cost/price Factors Binder: Offeror shall submit one (1) marked "Original" and five (5) copies, each in a separate three-ring binder with following characteristics:

- ... 8 1/2 x 11 format
- ... 12-point Times New Roman font
- ... 125 page limit (inclusive of all charts, resumes forms and other documentation to the solicitation requirements), pages sequentially numbered. Price proposals are not part of the 125 page limitation.
- ... Include a cover page with Contract Number, Contract Title, Prime Contractor Name, Address, Phone Number, Fax Number, DUNS, Cage Code, Point of Contact and their phone number and email address
- ... Include only information in response to Factors 1, 2, 3, 4 and 5 separated by tabs as applicable.
- ... A complete electronic copy of the technical proposal as a single .pdf file on a CD-ROM (include with the "original" technical submission)

- (b) Price (Proposed Seed Project):

- (1) Solicitation Submittal Requirements: Offerors shall submit an original and one (1) copy of the price proposal, in a separate three ring binder, that shall include the following:
  - i. SF33, signed with all amendments acknowledged and executed representations and certifications (SAM)
  - ii. Confirm submission of the most recent Vets 4212 Report
  - iii. Provide name of financial institution, point of contact, telephone number and e-mail address. Provide a signed statement of release giving the reference permission to release the information to the Navy.
  - iv. The price proposal shall be submitted at the same time as the technical proposal.
  - v. In addition to providing a hard copy of the price proposals, offerors shall also provide one (1) non-rewritable CD with pricing information. Offerors are advised that in the event of a discrepancy between pricing information contained on the CD and the hard copy, the hard copy will govern.
- (2) Basis of Evaluation: The Government will evaluate the price of the “Seed Project” included in the solicitation. The offerors shall provide a complete breakdown of the sample project tasks in the form of an Implementation Plan (IP) and Price Proposal (PP). The Government intends to award the “Seed Project” via Task Order 0001 to the successful offeror determined to be most advantageous to the Government, price and technical factors considered. A maximum of four (4) additional offerors may simultaneously receive an award as a result of this solicitation. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
  - (i) Comparison of proposed prices received in response to the RFP.
  - (ii) Comparison of proposed prices with the IGCE.
  - (iii) Comparison of proposed prices with available historical information.
  - (iv) Comparison of market survey results.

**(1) Factor 1, Management Approach:**

**(i) Solicitation Submittal Requirements.**

- (1) Submit a narrative that discusses the following topics: a) Describe the Offeror’s ability to manage multiple projects simultaneously; b) address how offeror will provide labor, materials, equipment, subcontractors, and project management for sites. Offeror information provided shall not exceed five (5) pages total.
- (2) Indicate the type and percentage of work the Offeror will self-perform. Offeror must meet the requirements of FAR 52.219-14, Limitation on Subcontracting. Explain how you will manage your subcontracts under multiple projects at varying locations. Information provided shall not exceed three (3) pages. Submit **Attachment 5** (Small Business Participation and Commitment Strategy) as part of this factor.
- (3) Discuss the firm’s general quality control procedures, identifying how Remedial Action Operation and Long-Term Management quality will be managed and maintained. Explain how you will manage and control the three phases of the Quality Control Program (i.e., preparation phase, initial phase, Follow-up phase) to assure a highly performing QC program



is provided. Discuss how you define the activities for which the three phases of control are performed, and discuss the actual inspection activities and documentation of inspections at each phase. Information provided shall not exceed five (5) pages.

**(ii) Basis of Evaluation**

The Government will evaluate the narrative responses to determine whether the offeror has demonstrated:

- (1) A logical plan for managing multiple projects at various sites.
- (2) A detailed plan for providing labor, materials, equipment, subcontractors, and project management for sites of awarded task orders.
- (3) A detailed discussion of quality control procedures that utilize the three phases of quality control as well as proposed subcontractor management practices.

Higher ratings may be given for demonstration of the following:

A detailed plan to manage projects with limited field seasons at various times of the year and/or in challenging locations. Examples may include work in severe weather conditions, remote locations, and/or within required regulatory limitations due to natural habitat, migratory or mating seasons, endangered species, or other similar protection measures as may have been imposed by federal, state, or local governments.

**(2) Factor 2, Recent, Relevant Experience of the firm:**

Definitions and qualifying information:

- (a) “Relevant experience” is work completed by an offeror that is similar in size, scope, and complexity to the types of projects intended to be awarded under the IDIQ contract. Projects Note that once a relevancy determination is made, a further delineation regarding the “degree” of relevancy for the projects offered may be made by reviewing officials.

*Further “degrees” of relevancy for the projects determined to be relevant will be as follows:*

***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.

- (b) A “project” is defined as a single contract or single task order awarded under an indefinite quantity or on-call contract.
- (c) The term “substantially complete” shall mean that more than 80% of the project has been performed.
- (d) “Within the past five (5) years” shall be calculated from the date of the proposal submission. .
- (e) “Long Term Management” (LTM) occurs when the selected remedy has achieved the cleanup goals (possibly done under the remedial action or RAO phase) and the hazardous substances remain at the site above levels that would allow unlimited use and unrestricted exposure. LTM may include long-term monitoring, implementation and/or management of land use controls (LUCs), maintenance of the final remedy, and preparation of the five-year review.
- (f) “Remedial Action” (RA) may include, but are not limited to the construction of various soil, sediment, and/or groundwater remediation systems that functions as containment (e.g. soil cover, RCRA cap, slurry wall, pump and treatment system); in-situ treatment (e.g. natural attenuation, soil vapor extraction, enhanced bio-remediation, air-sparging) or ex-situ treatment (air stripping, constructed wetlands, off site disposal, stabilization, solidification)
- (g) “Remedial Action Operation” (RAO) is the phase of the CERCLA process when the remediation system (possibly constructed under the remedial action phase) is in place and is operating, or the chemical or biological processes are occurring leading to the cleanup objective. RAO may include active remediation, monitoring, operation, and optimization for extended periods of time to reduce contaminants to site cleanup standards; along with the implementation and management /maintenance of Land Use Controls (LUCs).
- (h) For the purposes of this solicitation, the term “TEAM” shall be defined as two or
  - (i) more companies which form a partnership or joint venture to act as a potential PRIME CONTRACTOR for the purposes of contract performance under the subject solicitation. A team member is one of more of those companies. A team member is NOT a subcontractor for the purposes of this solicitation. This definition shall be used and applied consistently throughout this solicitation
- (i) Solicitation Submittal Requirements.**
  - (1) Submit three (3) relevant Remedial Action Operation (RAO) projects and one(1) relevant Long Term Management (LTM) projects. The offeror shall submit a total of four (4) projects. Projects must have been completed or substantially completed within the last five (5) years. Offeror (OR YOUR TEAM member) must have been the prime contractor for each project; subcontractor experience will not be considered.
  - (2) Submit one (1) examples of an actual LTM environmental reports that offeror prepared and submitted to local, state or federal agencies. The one (1) report should be directly associated with any of the relevant projects submitted for Factor 2. These reports should be submitted as separate attachments and do not count toward the total page restriction for Project Data Sheets.

Complete the “Relevant Experience Individual Project Data Sheet” (**Attachment 1**) for each project. Each Project Data Sheet package may not be longer than six (6) pages in length.

Complete and submit a “Relevant Experience Project Checklist” (**Attachment 2**) that covers all of the relevant projects submitted for this factor. This Checklist will serve as the contractor’s self-assessment of the type of services contained in each of the relevant projects. This Checklist does not count towards the total page restriction for Project Data Sheets. LTM Reports developed in accordance with CERCLA requirements should also be annotated on the “Relevant Experience Project Checklist.”

Joint venture offerors must include two (2) relevant projects performed by the joint venture as existing OR relevant projects performed by each firm comprising the joint venture. The Small Business Administration (SBA) determines the validity of a joint venture under an 8(a) Program.

Projects may include work with federal, state, or local governments, as well as private industry. Firms are responsible for providing project description and applicable experience in sufficient detail to permit evaluation of project relevancy.

- (3) Offerors (and team members) shall demonstrate experience working multiple projects simultaneously typical of those ordered by indefinite delivery/indefinite type contracts.

**(ii) Basis of Evaluation:**

- (1) The Government’s evaluation will assess the contractor’s recent (within the past five years) and relevant experience with respect to size, scope, and complexity.
- (2) Projects submitted by Joint Ventures in which the joint venture partners performed together (either as joint venture partners or in a prime-sub relationship), will be given more weight than submitted projects in which the Joint Venture firms did not perform together.
- (3) Higher ratings may be given for demonstration of the following:
  - (a) Experience with relevant projects of the following size: At least one (1) Remedial Action Operation project with annual value of \$250,000 or above and at least one Long-Term Management project submitted with value of \$100,000 annually or above.
  - (b) Offeror’s (and team members) demonstrated knowledge and experience with type of projects anticipated for this RAOMAC in NAVFAC Mid-Atlantic’s “Hampton Roads” area (defined as Naval Station Norfolk and outlying facilities within 50 miles of Naval Station Norfolk) and the “Mid-Atlantic Area: (defined as West Virginia, North Carolina, and South Carolina) in terms of codes, specific state & federal environmental regulations, laws, permit requirements, construction materials, general practices, topography and subsurface conditions, etc.
  - (c) Specific type of RAO/LTM work: While there are many examples of environmental restoration RAO/LTM work, the following specific types of environmental restoration RAO/LTM types are deemed more important to this RFP than others. Therefore, ensure that you provide your firm’s (and team members) experience, if any, in the following types of work, which are listed in descending order of importance (weight).
    - 1. Treatment plant operation & optimization: Provide experience with the operation and optimization of groundwater (especially complex, multiple treatment trains)

treatment facilities including operating, maintaining, monitoring, repairing and incidental construction support. Provide the size, duration and yearly operation and maintenance cost of the treatment facility, and task order or contract pricing. Optimization experience shall include optimizing equipment performance, monitoring requirements and overall system protectiveness (containment of site plume, etc). Include significant recommendations (alternate technologies, studies, groundwater modeling efforts) and how they were incorporated into the facilities' operation in order to reduce costs or improve protectiveness. Provide experience with RAO/LTM systems start up and shut down support including the transition of the facility to other parties for operation and maintenance.

2. Site management & remedy maintenance: Experience with site management and maintenance including, but not limited to, protection of human health and the environment, site security, disposal of investigation derived wastes, decommissioning of wells, sampling, and construction support required for ensuring the protection of an existing remedy (i.e. installation of fencing, landfill maintenance and erosion control, provision of warning signs)
3. Technical Reports: Experience with the preparation of RAO/LTM technical reports (i.e. annual reports, Operation and Maintenance Manuals, site sampling results reports, 5 year review reports) for each site noted above.

**(3) Factor 3, Safety:**

- (i) **Solicitation Submittal Requirements:** The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as safety narrative, as described further below. (For a partnership or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: Dart and TCR shall not be submitted for subcontractors

- (1) DART Rate: Submit five (5) previous complete calendar years' [CY2016, CY2017, CY2018, CY2019, and CY2020] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.

b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

$$\text{DART RATE} = \frac{\text{Number of DART Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

- (2) TCR Rate: Submit five (5) previous complete calendar years' [CY2016, 2017, 2018, 2019, and 2020] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk

levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

- a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.
- b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

$$TCR\ RATE = \frac{\text{Number of TCR Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

(3) Technical Approach for Safety:

- a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
  - b. Describe the evaluation process used to select potential subcontractors.
  - c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own in-house workforce).
  - d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.
- (4) Provide documentation that a safety program is in place that meets the requirements of the most recent US Army Corps of Engineers Safety and Health Requirements Manual, EM- 385-1-1 and OSHA 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. Information shall not exceed three (3) pages.
- (5) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc. The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

**NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall**

**perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

**All information outlined above in (1), (2), and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.**

**(ii) Basis of Evaluation:** The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, Technical Approach to Safety, and other sources of information available to the Government as part of such collective evaluation. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negatives trends and extenuating circumstances that impact the rating.

(1) DART Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

- a. Missing data without an explanation is considered a deficiency.
- b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
- c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.
- d. This chart correlates the DART rate to the level of risk:

Risk	DART Rate
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

(2) TCR Rate: The board will evaluate trends over the last five years considering changes that take it from one risk level (or more) to the next up or down. Negative trends occurring above moderate risk levels require the offeror to provide a detailed explanation that includes any corrective actions taken for improvement.

- a. Missing data without an explanation is considered a deficiency.
- b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
- c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk EHR)) if an acceptable explanation is not provided for any trends that rise above Moderate.

d. This chart correlates the TCR rate to the level of risk:

Risk	TCR Rate
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Very Low Risk	Less Than 2.49
Low Risk	From 2.5 to 3.49
Moderate Risk	From 3.5 to 4.49
High Risk	From 4.5 to 5.99
Extremely High Risk	Greater than 6.0

(3) Technical Approach to Safety. To determine the degree to which the Offeror:

- a. Describes a viable SMS that addresses elements; such as
- b. Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
- c. Describes a methodical process of evaluating subcontractor's safety performance in their selection process.
- d. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.
- e. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page. Information on pages beyond this will not be considered.

(4) The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc. The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

**NOTE: In the event the prime will perform all work with its in-house staff, that is NO subcontractors will be used at any level, provide this information in your narrative to document why the required information concerning subcontractors is not included in your proposal. Failure to provide the required information or an affirmative statement that the offeror shall perform all work itself without subcontractors will be considered a material defect rendering the proposal UNACCEPTABLE for this factor.**

**All information outlined above in (1), (2), and (3) MUST be provided or the proposal will be considered UNACCEPTABLE. If information is not available in the submitted narratives, provide a reason for missing required information.**

**(4) Factor 4, Past Performance:**

**Definitions**

Past Performance is a measure of the degree to which an offeror satisfied its customers' requirements in the past and complied with applicable laws and regulations.

**(i) Solicitation Submittal Requirements:**

- (1) For each project submitted under Factor 2; IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ), **Attachment 4**, included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.
  - (2) IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Section J), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Andre Forte, via email at andre.forte.civ@us.navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.
  - (3) Also include performance recognition documents received within the last (5) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.
  - (4) In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.
  - (5) While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.
- (ii) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:
- A pattern of successful completion of tasks;
  - A pattern of deliverables that are timely and of good quality;
  - A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
  - Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
  - A respect for stewardship of Government funds



Projects submitted by Joint Ventures, where the joint venture partnerships performed together (either as joint venture partners or in a prime-sub relationship), *may* be given more weight than projects submitted where the Joint Venture firms did not perform together.

In the case of an offeror without a record of relevant past performance, the offeror may be evaluated neither favorably nor unfavorably on past performance. Rather, the offeror will receive an NR (No Rating).

**(5) Factor 5. Technical Approach for Seed Project Proposed Task Order (PTO 0001):**

**(i) PTO 0001 Technical Proposal – Basis of Evaluation**

Offerors will be evaluated on their technical approach to accomplish the PTO 0001. The scope and nature of project will be provided to Offerors separately. The proposed technical approach shall demonstrate the Offeror's technical expertise in performing environmental remediation services consistent with environmental laws, rules, and regulations. The proposal shall describe the methods and management approach to accomplish the objectives of PTO 0001.

**(ii) The following areas will be evaluated to determine the viability of the proposed technical approach:**

- Project Approach
- Team Organization and Experience
- Mitigation Plan
- Procedures for Process and Project Control (CQC, health and safety, and cost)
- Technical Approach Breakdown Performance Milestone
- Schedule

**(iii) A proposal that offers a higher potential for success in accomplishing the performance objectives in consideration of technical and performance challenges may receive a higher rating.**

**(iv) A proposal that does not identify and address relevant regulatory requirements may receive a lower rating or be deemed unacceptable. A proposal that does not meet the required schedule may receive a lower rating or be deemed unacceptable.**