

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   84</b>	
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE <b>08-Nov-2022</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE CONTRACTING DIVISION 701 SAN MARCO BLVD JACKSONVILLE FL 32207-8175		CODE <b>W912EP</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>W912EP22R0009</b>	
				X		9B. DATED (SEE ITEM 11) <b>28-Sep-2022</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  The purpose of this amendment is to: -Clarify the Solicitation IAW questions submitted through ProjNet. Changes are in Red. -Extend the Solicitation until 30 November 2022 at 3PM Eastern. -Extend the ProjNet Deadline until 15 November 2022 at 3PM Eastern.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>08-Nov-2022</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 14-Nov-2022 03:00 PM to 30-Nov-2022 03:00 PM.

The following have been modified:

ATTACHMENTS

**ATTACHMENTS**

**Attachment 1 – NAVFAC/USACE Past Performance Questionnaire**

**Attachment 2 – Proposal Data Sheet**

**Attachment 3 – Determination of Responsibility Form**

**Attachment 4 – *Reserved***

**Attachment 5 – Letter of Commitment for Key Subcontractor or Key Personnel**

**Attachment 6 – Contractor Employees in the Government Workplace**

**Attachment 7 – Standard Ordering Guide for Task Order procedures**

**Attachment 8 – Mock Task Order Pricing Proposal Sheet (Attached Separately)**

**Attachment 9 - Corporate Certificate/Authority to Bind Partnership**

## ATTACHMENT 1

## NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE

Solicitation W912EP22R0009

## NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE

## CONTRACT INFORMATION

## 1. Contractor Information

Firm Name:

CAGE Code:

Address:

UEI Number:

Phone Number:

Email:

**2. Work Performed as:**

### Prime Contractor

Sub Contractor

Joint

Venture Other (Explain)

Percent of project work performed:

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

### 3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: Firm Fixed Price

### Cost Reimbursement

Other (Please specify):

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy): Explain

### Differences:

Original Contract Price (Award Amount):

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

#### 4. Project Description:

Complexity of Work: High

Med

## Routine

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

**5. Client Information**

Name:  
 Title:  
 Phone  
 Number:

**6. Describe the client's role in the project:****7. Date Questionnaire was completed (mm/dd/yy):****8. Client's Signature:**

**PLEASE PROVIDE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR  
 EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

**1. QUALITY:**

a) Quality of technical data/report preparation efforts

E VG S M U N

b) Ability to meet quality standards specified for technical performance

E VG S M U N

c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance

E VG S M U N

d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)

E VG S M U N

**2.SCHEDULE/TIMELINESSOFPERFORMANCE:**a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*

E VG S M U N

b) Rate the contractor's use of available resources to accomplish tasks identified in the contract

E VG S M U N

**3. CUSTOMER SATISFACTION:**

a) To what extent were the end users satisfied with the project?

E VG S M U N

b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes;

E VG S M U N

c) To what extent was the contractor cooperative, business- like and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors/suppliers, materials and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning,	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No

e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes	No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes	No
<b>6.SAFETY/SECURITY</b>		
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N E VG S M U N	

<b>7. GENERAL</b>						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E	VG	S	M	U	N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

**END OF QUESTIONNAIRE**

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

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

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



**ATTACHMENT 2**

**PROPOSAL DATA SHEET**

SOLICITATION: W912EP22R0009

OFFEROR CONTACT INFORMATION:

Name of Firm:

Address:

Phone:

Fax:

E-mail:

UEI #:

(If offeror is a Joint Venture, provide UEI # for the Joint Venture)

Provide name and UEI #'s for any firm identified as a major subcontractor for which demonstrated experience has been submitted under Factor **3**.

Major Sub 1:

UEI #:

Major Sub 2:

UEI #:

Major Sub 3:

UEI #:

AUTHORIZED NEGOTIATORS

The following person(s) are authorized to negotiate on the offeror's behalf with the Government in connection with this Request for Proposals.

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

**ATTACHMENT 3****DETERMINATION OF RESPONSIBILITY FORM****Prospective Contractor:** \_\_\_\_\_**Solicitation No:** **W912EP22R0009****Project Title:** **Environmental Remediation Services MATOC IDIQ**

The following information is provided to assist the Contracting Officer in determining whether or not the proposed contractor meets the general standards of responsibility enumerated at FAR 9.104-1 and DFARS 209.104-1.FAR 9.104-1 General Standards. To be determined responsible, a prospective contractor must:

**(a) HAVE ADEQUATE FINANCIAL RESOURCES TO PERFORM THE CONTRACT, OR THE ABILITY TO OBTAIN THEM (SEE 9.104-3(b))**

The prospective contractor's financial statement for the period ending \_\_\_\_\_ shows assets to liabilities at a ratio of \_\_\_\_\_ to \_\_\_\_\_.

**PROVIDE A COPY OF YOUR LATEST FINANCIAL STATEMENT.****Banking References****(Provide signed reference on letterhead from financial institution supporting each banking reference.)**

1st bank's name: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Length of time with bank: \_\_\_\_\_  
 Credit Rating: \_\_\_\_\_  
 Number/type of accounts: \_\_\_\_\_  
 Amount in each account (# of figures): \_\_\_\_\_  
 Credit line: \_\_\_\_\_ Secured/Unsecured  
 Outstanding loans: \_\_\_\_\_ Secured/Unsecured

**Banking References (continued)**

2nd bank's name: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Length of time with bank: \_\_\_\_\_  
 Credit Rating: \_\_\_\_\_  
 Number/type of accounts: \_\_\_\_\_  
 Amount in each account (# of figures): \_\_\_\_\_  
 Credit line: \_\_\_\_\_ Secured/Unsecured  
 Outstanding loans: \_\_\_\_\_ Secured/Unsecured

**(b) BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY OR PERFORMANCE SCHEDULE, TAKING INTO CONSIDERATION ALL EXISTING COMMERCIAL AND GOVERNMENTAL BUSINESS COMMITMENTS**

**(c) HAVE A SATISFACTORY PERFORMANCE RECORD (SEE 9.104-3(c) and Subpart 42.15)**

**Performance References**

1st company: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Location and type of work: \_\_\_\_\_  
 Completed on time? \_\_\_\_\_  
 On budget? \_\_\_\_\_  
 Quality of work? \_\_\_\_\_  
 Management cooperative? \_\_\_\_\_  
 Any problems encountered: \_\_\_\_\_

**Performance References (continued)**

2nd company: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Location and type of work: \_\_\_\_\_  
 Completed on time? \_\_\_\_\_  
 On budget? \_\_\_\_\_  
 Quality of work? \_\_\_\_\_  
 Management cooperative? \_\_\_\_\_  
 Any problems encountered: \_\_\_\_\_

**(d) HAVE A SATISFACTORY RECORD OF INTEGRITY AND BUSINESS ETHICS**

**Trade References**

1st company: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Length of time with company: \_\_\_\_\_  
 Credit line: \_\_\_\_\_  
 Average monthly business: \_\_\_\_\_  
 High credit: \_\_\_\_\_  
 Payment history: \_\_\_\_\_  
 Takes discounts: \_\_\_\_\_

**Trade References (continued)**

2nd company: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Length of time with company: \_\_\_\_\_  
Credit line: \_\_\_\_\_  
Average monthly business: \_\_\_\_\_  
High credit: \_\_\_\_\_  
Payment history: \_\_\_\_\_  
Takes discounts: \_\_\_\_\_

**(e) HAVE THE NECESSARY ORGANIZATION, EXPERIENCE, ACCOUNTING AND OPERATIONAL CONTROLS, AND TECHNICAL SKILLS, OR THE ABILITY TO OBTAIN THEM (INCLUDING, AS APPROPRIATE, SUCH ELEMENTS AS PRODUCTION CONTROL PROCEDURES, PROPERTY CONTROL SYSTEMS, QUALITY ASSURANCE MEASURES, AND SAFETY PROGRAMS APPLICABLE TO MATERIALS TO BE PRODUCED OR SERVICES TO BE PERFORMED BY THE PROSPECTIVE CONTRACTOR AND SUBCONTRACTORS) (SEE 9.104-3(b))**

**ATTACHMENT 4**

*RESERVED*

**ATTACHMENT 5**

**LETTER OF COMMITMENT OF KEY SUBCONTRACTOR OR KEY PERSONNEL**

**(USE SUBCONTRACTOR'S COMPANY LETTERHEAD)**

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for \_\_\_\_\_

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that (insert name of firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Subcontractor Official) Date: \_\_\_\_\_

**ATTACHMENT 6****Non-Disclosure Statement****CONTRACTOR EMPLOYEES IN THE GOVERNMENT WORKPLACE**

- a. The Contractor shall ensure that any employee (including employees of subcontractors) who attends meetings, answers Government telephones, or otherwise works in a situation where the employee's actions could be construed as official Government acts, identifies himself or herself as a Contractor employee at the earliest opportunity.
- b. If performance of this contract requires that Contractor employees have access to sensitive information, the Contractor may be required to sign a non-disclosure agreement similar to the following:

<b>SAMPLE NON-DISCLOSURE AGREEMENT</b> <b>For the United States Army Corps of Engineers (USACE)</b>	
USACE Office: Jacksonville District	
Contract Number:	
Contractor:	
Contracting Officer:	
<p>Whereas Contractor is performing work for the USACE under the above contract, and, in connection with this contract, is being given access to information that is sensitive or related to critical financial matters as defined by the terms of the contract; Contractor agrees:</p> <ol style="list-style-type: none"> <li>1. That when provided information that is sensitive or related to critical financial matters, the Contractor will use reasonable care (the same being not less than that used by the Contractor to protect the Contractor's own information that is sensitive or related to critical financial matters) to protect the information against unauthorized use or disclosure.</li> <li>2. Contractor will share information that is sensitive or related to critical financial matters only with those employees, subcontractors or agents who need to know the information in order to perform the contract.</li> <li>3. Contractor will inform employees, subcontractors or agents having access to information that is sensitive or related to critical financial matters of the sensitive nature of the information.</li> <li>4. Any copies or reproductions of information that is sensitive or related to critical financial matters must include the notices of its sensitive nature that are contained in the original.</li> <li>5. Contractor, upon completion of the contract, or upon demand of the Contracting Officer, whichever is earliest, must return to the Contracting Officer any and all copies of information that is sensitive or related to critical financial matters.</li> <li>6. Contractor immediately will notify the Contracting Officer in writing if Contractor learns that one of Contractor's current or former employees, subcontractors or agents has made unauthorized use or disclosure of information that is sensitive or related to critical financial matters.</li> <li>7. Contractor agrees that the use or disclosure of information that is sensitive or related to critical financial matters in a manner inconsistent with this contract will cause irreparable harm to USACE and the Government of the United States, and that USACE has the right to take any action deemed appropriate to prevent unauthorized disclosure.</li> </ol>	
<b>Signatures:</b>	
<b>Contractor:</b>	<b>Date:</b>
<b>Contracting Officer:</b>	<b>Date:</b>

**ATTACHMENT 7****ORDERING GUIDE  
PROCEDURES, GUIDANCE AND INSTRUCTIONS**

**1. SOLICITATIONS AND CONTRACT AWARDS:** The U.S. Army Corps of Engineers, Jacksonville District, intends to award a MATOC that will provide a full range of environmental services to include remediation, compliance, restoration, conservation, pollution prevention, erosion and sediment control, storm water and water reuse, safety and industrial hygiene, quality assurance, facilities maintenance, inspection, and energy management and other environmental related services under the Sustainment, restoration and Modernization Program as specified in detail in performance work statement . One MATOC pool will be comprised of up to four (4) Indefinite Delivery / Indefinite Quantity (IDIQ) contracts with a total capacity of \$24 million, awarded on a competitive 8(a) ~~Sole Source~~ set-aside basis. The services required by this contract will be provided for the customers of the U.S. Army Corps of Engineers. The services required by this contract will primarily be performed, but not limited to the boundaries of the Jacksonville District, the Caribbean Area, and its customers' mission set area of operations. Awarded contracts(s) will consist of a **three (3) year base period and one two (2) year option period.**

**2. TASK ORDER PROCEDURES:**

**2.1** All MATOC task orders will be awarded in accordance with FAR Subpart 15, Contracting by Negotiation. It is anticipated that task orders will be awarded on the basis of Lowest Price, Technically Acceptable (LPTA) in accordance with FAR 15.101-2. However, the Government may utilize the "Best Value Tradeoff" process in accordance with FAR 15.101-1 when the Contracting Officer determines that it is in the Government's best interest to do so for a specific project. When and if a determination is made to utilize the "Best Value Tradeoff" process, the cognizant Contracting Officer will hold a pre-solicitation conference (prior to advertisement) with all interested contractors within MATOC group/pool to discuss the relative issues and concerns.

**2.2** The Project Delivery Team is responsible for having all required coordination completed (such as the Performance Work Statement (PWS) and Quality Assurance Surveillance Plan (QASP)) prior to the issuance of the Request for Proposal. Scope Determination is the responsibility of the requiring District. A duly appointed Contracting Officer assigned to the requiring District shall make an In-Scope Determination and document his findings in the official contract file. In addition, the Contracting Officer is responsible for preparation of the DD-2579 for the task order and coordination with the Deputy for Small Business in accordance with local District policy.

**2.3 Issuance of the Request for Proposal for Task Orders.**

(a) FAR Part 15 and 16.505 shall be followed when issuing task orders under the ERS Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contracts (MATOCS). A Request for Proposal (RFP) will be issued by the cognizant Contracting Office to the contractors within the pool. Contractors that have been awarded a MATOC will be invited to submit proposals in accordance with the RFP.

(b) The Request for Proposal letters (RFP) will serve as the "fair notice of intent" when requiring services for specific projects or task orders. The RFP letters will include a Performance Work Statement, QASP, the performance objectives, and the basis upon which the selection decision will be made. At a minimum, price and past performance will be factors considered in the selection decision; however, contractors will not be required to submit past performance documentation with their proposals. Contractor's submission requirements should be kept to a minimum. Information from offerors should be tailored to the evaluation criteria and should be sufficient to conduct the evaluation.

(c) The following numbering convention for RFP's shall be followed:

The first four positions of the solicitation shall be "ERSM" for ERS MATOC. The fifth and sixth positions shall contain the fiscal year of the original solicitation:



"23". This will be the same for all groups for all future years (will NEVER change).

The ninth position shall always be: "R"

The tenth position shall indicate the "J" using the single digit code below:

The last three positions shall be the serial number of the RFP (beginning with 001). **EXAMPLE:** The first RFP issued by Jacksonville District will be numbered "ERSM-23-R-J001."

## **2.4 Competitive Proposal Submissions and Evaluation.**

(a) The Government will follow the procedures outlined in FAR 16.505(b), Orders under multiple award contracts, when issuing the RFP's and subsequent task orders. The Contracting Officer should keep proposal submission requirements to a minimum. In most cases, the Government will evaluate proposals on a lowest price, technically acceptable basis in accordance with FAR 15.101-2. However, the Government may utilize the tradeoff process if determined by the Contracting Officer to be in the Government's best interest (see paragraph 2.1 above).

(b) Each RFP shall contain a Pricing Schedule pertaining to the specific individual project. The Government may obtain cost breakdowns of the proposals if required in order to determine fair and reasonableness of pricing.

(c) Each proposal submission will be in accordance with the individual request for proposal.

## **2.5 Price Proposal Submissions and Evaluation.**

(a) Contractors may be required to provide copies of their proposed subcontractors' proposals or quotes when detailed cost breakdowns are requested. The Government may require a detailed breakdown of a proposed subcontract proposal or quote, if necessary to determine its reasonableness.

(b) The contractor shall support its proposal by any necessary documentation and in adequate detail for the Government to analyze the proposal to determine fair and reasonable price in accordance with FAR 15.4, Contract Pricing.

(c) When and if it becomes necessary to award task orders on a sole source basis, the contractor may be required to submit detailed cost breakdowns in the same format as described for modifications under FAR clause 52.212-4.

## **2.6 Notification to the Apparent Successful Offeror.**

(a) As soon as practical, all offeror's **will** be notified of the apparent successful offeror regardless of whether the task order is awardable at that time. **It will be clearly stated, by notification, if the task order is NOT currently awardable.**

(b) Task orders will be awarded within 60 days from receipt of proposals, unless otherwise stated in the task order RFP.

(c) Offerors may withdraw (in writing) their proposal for any task order at any time prior to award of the task order in accordance with FAR 15.208(e).

## **2.7 Award of the Task Order.**

(a) Task orders will be issued on a firm-fixed price basis using the DD Form 1155, Order for Supplies or Services.

(b) Task order numbering will be in accordance with FAR Subpart 4.1603 and DFARS Subpart 204.16.

(c) In addition, the modification numbering system for task orders shall be in accordance with FAR Part 4.1603. For example: the first modification to task order W912EP23FXXX, would be numbered "P00001."

(d) A copy of the DD 1155 shall be provided to the designated Contract Administrators (CA) and Contracting Officer Representative (COR) located in the Jacksonville District Contracting Office. In addition, any modifications

to any task orders which increases or decreases the price of the task order shall also be provided to the CS and COR (only the SF 30 and the changes to pricing need be provided). The CA shall be responsible for tracking capacity and confirming capacity for each MATOC awarded as well as the ceiling price of \$24M . Spreadsheets to track capacity will be created for the MATOC group/pool and will be maintained by Jacksonville District Regional Contracting Center personnel.

## **2.8 Ombudsman**

(a) Contractors are encouraged to communicate any and all concerns or questions with the cognizant Contracting Office at any stage of the RFP and/or task order process. Questions regarding the plans or specifications for a specific project shall be submitted in writing and answers shall be provided to all potential offerors within that specific pool/group. (b) In accordance with FAR 16.505(a)(10), no protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of a task order valued at less than \$10 million, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

(c) However, in accordance with FAR 16.505(b)(6), a contractor may contact the Task Order Ombudsman concerning any complaints or concerns they may have, including for task orders valued at less than \$10 million. The U.S. Army Corps of Engineers Ombudsman for the South Atlantic Division can be contacted at the following address:

U.S. Army Corps of Engineers  
Principal Assistant Responsible for Contracting  
ATTN: CEPR-Atlanta (SAD USACE Ombudsman)  
60 Forsyth Street S.W., Room 10M35  
Atlanta, Georgia 30303-8801

## **2.09 Task Order Administration, Completion and Closeout.**

Administration of task orders including, but not limited to, modifications, requests for equitable adjustment, , differing site conditions, disputes, etc. shall be handled in the same manner that contract administration was handled under a contract awarded as a result of a request for proposal. All issues concerning task order administration shall be handled by the district awarding the task order. Project completion and task order closeout shall be handled in the same manner that project completion and closeout is handled under a contract awarded as a result of a request for proposal.

**ATTACHMENT 9**  
**CORPORATE CERTIFICATE/AUTHORITY TO BIND PARTNERSHIP**

**A. CORPORATE CERTIFICATE**

If a corporation submits the proposal, The Corporate Certificate at paragraph A below must be submitted. If the proposal is submitted by a partnership, the Authority to Bind Partnership at paragraph B below must be completed and a copy of the partnership agreement included with the proposal. If the proposal is submitted by a Joint Venture, the Corporate Certificate at paragraph A below must be completed by each member of the Joint Venture and a copy of the Joint Venture Agreement included with the proposal. Offerors may reproduce and submit these certificates on a separate sheet of paper.

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (Title) of the Corporation named as offer/contractor herein, that \_\_\_\_\_, who signed this proposal/contract on behalf of the Offeror/Contractor was then \_\_\_\_\_ of said corporation; that said proposal/contract was duly signed for and on behalf of said corporation by authority of its governing body and within the scope of its governing body and within the scope of its corporate powers.

\_\_\_\_\_(CORPORATE SEAL)

\_\_\_\_\_(SIGNATURE)

**B. AUTHORITY TO BIND PARTNERSHIP**

This is to certify that the names and signatures of all partners are listed below and that the person signing the proposal had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, with the United States of America except as follows: (State "none" or describe limitations, if any). This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledged by the Contracting Officer.

(Names and signatures of all partners)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 (End of Certificate)

MOCK TASK ORDER**PERFORMANCE WORK STATEMENT****RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) FACILITY INVESTIGATION & CORRECTIVE MEASURES STUDY FOR SWMU XX****1. GENERAL INFORMATION****1.1 Description of Services:**

This is a non-personal services contract to provide a RCRA Facility Investigation ("RFI") to determine the nature and extent of releases of hazardous wastes or hazardous constituents within the site (SWMU-XX) and to gather all necessary data to support the environmental indicator determinations and, if needed, a Corrective Measures Study. The RFI should include the collection of site-specific data to evaluate any human health and/or ecological impacts of contamination from the SWMU XX. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items to perform all services as defined in this Performance Work Statement except for those items specified as government furnished. Only the Contracting Officer may change the scope of this Performance Work Statement (PWS).

**1.2 Background:**

Naval Station Puerto Rico (NSPR) occupies over 8,800 acres on the northern side of the east coast of Puerto Rico. The installation is located within the town of Ceiba, approximately 35 miles southeast of San Juan and 5 miles south of Fajardo. The installation was commissioned as a Naval Operations Base in 1943 and was re-designated as NSPR in 1957. SWMU XX is a 4-acre property located on former NSPR and had been used as a Defense Reutilization and Marketing Office (DRMO) staging area. **The approximate center of SWMU XX is located at 18° 13.884 N, 65° 36.447 W and can be assumed to extend in an approximate 150 feet radius from that point.** Prior investigations have been conducted at SWMU XX. Certain pollutants or contaminants (P/C) may be an issue at the site covered by this PWS. Historically, identified contaminants include RCRA metals, pesticides, volatile organic compounds, and semi-volatile organic compounds. Corrective Measures to cleanup P/C may be warranted if the P/C present an imminent and substantial endangerment to the public health or welfare that result in an unacceptable risk.

The Contractor shall perform all the necessary environmental related work as required to meet the performance objectives of this PWS. SWMU XX is not on the National Priority List (NPL). All environmental services will comply with either: the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA); the National Contingency Plan (NCP) requirements; the Puerto Rico Department of Environmental Quality (PRDEQ) Oil Control Program (OCP); the Defense Environmental Restoration Program (DERP); and with regulatory coordination, as appropriate, of the Puerto Rico Department of Environmental Quality and the United States Environmental Protection Agency (USEPA) Region I. The DoD recently revised its Ammunition and Explosives Safety Standards (DoD 6055.09-STD) (Feb 08 as amended to DoD Manual 6055.09-M) and this document must be adhered to in the investigation and remediation of sites that may have Munitions and Explosives of Concern. Specific requirements concerning explosives safety are further clarified in EP-385-1-95b, ER 385-1-95, EM 385-1-97, and EP 385-1-95a.

This is a performance-based task order such that the contractor is responsible for identifying any information or data gaps and pricing into their proposal any risk these information or data gaps may represent. USACE will provide readily available documents and information. A site visit is highly encouraged as a part of preparing contractor's response to this PWS.

**1.3 Objective:**

The objective of this RFI is to determine the nature and extent of releases of hazardous wastes or hazardous constituents within SWMU XX and to gather all necessary data to support the environmental indicator

determinations and a Corrective Measures Study. The RFI should include the collection of site-specific data to evaluate any human health and/or ecological impacts of contamination from the SWMU. The Respondent shall furnish all personnel, materials, and services necessary for, or incidental to, performing the associated tasks.

#### 1.4 Restrictions:

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

2. Inherently Governmental: Avoidance of Performance Closely Associated with Inherently Governmental Functions. Task orders issued under this TO will receive special consideration to avoid inclusion of services which are considered closely associated with inherently governmental functions. Under no circumstances will this Contract be utilized in a manner which would require the Contractor to manage another contractor, nor in manner such as where the Contractor might influence official evaluations of other contractors; neither directly nor indirectly.

3. Brooks-Act Prohibition: Under this TO the Contractor is prohibited from performing architect-engineer type services which require a registration by state law. The Contractor is prohibited from performing architect-engineer type services, associated with the design or construction of real property (land and structures). The Contractor is prohibited from performing ancillary architect-engineer type services, which require supervision by a registered professional. The Contractor is prohibited from performing survey or mapping services associated with architect-engineer type planning, development construction, design, or alteration of real property.

#### 1.5 Scope:

The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the environmental services outlined in this statement of work and as specifically identified in the individual task orders.

The types of services for this scope of work include but are not limited to:

- Elevation Surveying, Remote sensing
- Archeological/Historical Survey
- Natural Resources Survey
- Direct Push Technologies sampling
- Hollow Stem Auger (HAS) drilling/monitoring well installation
- Test-Pit completion and documentation
- Soil sampling
- Groundwater sampling
- Data analysis

#### 1.6 Period of Performance:

The period of performance will be for one (1) year. Field work must be performed within 90 days of TO award.

#### 1.7 Place of Performance:

The work to be performed under this task order will be performed at the SWMU-XX, NSRR, Puerto Rico.

#### 1.8 Recognized Holidays:

The Contractor will not be required to work on holidays indicated below:

New Year's Day (FED)	Labor Day (FED)
Martin Luther King Jr.'s Birthday (FED)	Columbus Day (FED)
President's Day (FED)	Veteran's Day (FED)
Memorial Day (FED)	Thanksgiving Day (FED)
Independence Day (FED)	Christmas Day (FED)
Juneteenth National Independence Day (FED)	

## **2. CONTRACTOR ADMINISTRATION AND MANAGEMENT**

### **2.1 Business Relations:**

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

### **2.2 Contractor Personnel, Disciplines, and Specialties:**

All field work associated with this task order shall be accomplished by at least one ~~certified~~ **degreed** chemist, geologist, geochemist, engineer, or environmental specialist familiar with field environmental sampling protocols in the US and PR. All field personnel will have current OSHA 29 CFR 1910.120 (HAZWOPER) 40-hour training for hazardous and toxic waste sites.

### **2.3 Key Personnel:**

The follow personnel are considered key personnel by the government: The contractor shall provide a Program Manager/Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 0800 - 1630, Monday through Friday except Federal holidays or when the government facility is closed for administrative reasons.

**Program Manager:** The Program Manager must have; 10 or more years of environmental management experience; and familiarity with Department of Defense Regulations. They shall serve as a single point of contact and liaison between the Contractor and the Contracting Officer or Contracting Officer Representative (COR) for all work required under the contract. Upon award of the contract, the Contractor shall immediately provide the Contracting Officer with the name of the individual so designated, in writing. The Contractor's Program Manager shall be responsible for the complete coordination of all work developed under the contract. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, omissions, and ensure the technical accuracy of all reports, designs, drawings, and specifications.

**Project Manager:** The Contractor's Project Manager shall be an Engineer, Geologist, or Hydrogeologist with a degree from an accredited four-year college or university. He/she shall have a minimum of ten years experience directing and managing environmental projects. An Environmental Scientist or Chemist can also be a Project Manager if he/she has a minimum of ten years experience directing and managing environmental projects.

**Safety & Health Manager:** The Safety & Health Manager shall have the requisite training and experience to fulfill the role of Safety & Health Manager. He/she shall have the ability to prepare and implement site Health & Safety Plans as required by appropriate regulations.

**Senior Geologist/Hydrogeologist:** The minimum qualifications for the Senior Geologist/Hydrogeologist shall be a BS or BA degree from an accredited college or university and a minimum of five years of professional experience,

including at least two years of applied experience. Experience should include the determination/evaluation of aquifer characteristics.

Senior Chemist: The minimum qualifications for the chemist shall be a BS or MS degree in chemistry or a chemistry-related field from an accredited college or university and a minimum of five years environmental laboratory experience, including at least one year of applied experience with performing data reduction of environmental data.

Senior Engineer: The minimum qualifications for the Senior Engineer shall be a BS or BA degree from an accredited college or university and a minimum of five years of professional experience, including at least two years of applied experience. Experience should include the design and implementation of remedial actions.

Risk Assessor: Minimum requirements shall be a bachelor's degree in environmental sciences preferably with chemistry or biology concentration, five or more years of experience in toxicology working as a risk assessor with a focus on providing support for a variety of environmental projects.

Geographic Information Systems (GIS) Specialist: Minimum requirements shall be a BA/BS and five or more years of GIS and field data collection software experience, knowledge and experience using ESRI ArcGIS software and tools such as ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, experience with field data collection technologies (Collector, Survey123, etc.) and the underlying processes to support field through office processing and visualization. The GIS capabilities must include ability to perform complex and/or unique GIS functions, advanced field data collection, and environmental related projects. These types of projects include, but are not limited to field data collection, regulatory compliance, provide technical assistance to field survey crews.

Industrial Hygienist: The Industrial Hygienist shall prepare/approve Site Safety and Health Plan(s) and be responsible for maintaining appropriate safety measures during field investigations. He/she must have a minimum of two years of experience in implementing environmental safety and health plans.

Senior Biologist: The minimum qualifications for the biologist shall be a BS or BA degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the geographical areas of this project. Experience should include the delineation of wetlands and related environmental permitting.

Quality Control Manager: Professional level skills and management practices are required in the performance of the contract. Accordingly, the Contractor shall establish an effective quality control program to assure that the end products meet professional standards and comply with the contract requirements. The Quality Control Manager shall develop project tracking methods to provide detailed information to the USACE regarding time and costs for each task. The Contractor's Quality Control Manager individual shall report to a senior company officer.

Senior Archeologist: The minimum qualifications shall be a MS degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the area of operations.

Field Technician: The minimum qualifications shall be a BS or BA degree in Environmental Science, Environmental Studies, Earth Science, engineering, biology, chemistry or physical recognized major from an accredited college or university and a minimum of one year of professional experience.

#### 2.4 Identification of Contractor Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all

documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### 2.5 Subcontract Management:

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the KO or Contracting Officer Representative (COR).

#### 2.6 Contractor Travel:

Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR.

### 3. SECURITY

#### 3.1 Security Requirements:

Reserved

#### 3.2 Antiterrorism/Operation Security (AT/OPSEC) Requirements:

Reserved

#### 3.3 Physical Security:

The contractor shall be responsible for safeguarding all Government information. Government-furnished equipment, property, and facilities are not applicable to this task order.

#### 3.4 Key Control:

Reserved.

##### 3.4.1 Lost Keys:

Reserved.

##### 3.4.2 Keys issued to Contractor:

Reserved.

##### 3.4.3 Lock Combinations

Reserved.

### 4. QUALITY

#### 4.1 Quality Control:

The contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor assures himself that his work complies with the requirement of the contract. After acceptance



of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QCP system. The quality control plan is to be delivered within 30 days after task order is issued. One electronic copy of written quality control plan shall be submitted to the Contracting Officer and COR within 5 working days when changes are made thereafter.

#### 4.2 Quality Assurance:

The Government will evaluate the contractor's performance under this contract in accordance with the Performance Requirement Summary (PRS). Additionally, the Government will use a Quality Assurance Surveillance Plan (QASP), in the inspection of the services. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

#### 4.3 Quality Assurance Surveillance Plan (QASP):

The Government will monitor the Contractors performance under this Task/Delivery Order in accordance with the Government QASP.

#### 4.4 Performance Requirements Summary:

The contractor Performance Requirements are summarized into Performance Objectives; that relate directly to mission essential items (Exhibit 1). The Performance Threshold (Exhibit 1) briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

### **5. GOVERNMENT CONTRACT ADMINISTRATION**

#### 5.1 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

#### 5.2 Contracting Officer Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

#### 5.3 Contractor Performance Assessment Reporting System (CPARS):

Reserved

#### 5.4 Service Contract Reporting

Reserved

## **6. OTHER REQUIREMENTS AND INFORMATION**

### **6.1 Hours of Operation:**

The contractor is responsible for conducting business, between the hours of 0800 – 1630, Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

### **6.2 Other Direct Costs:**

Reserved.

### **6.3 Data Rights:**

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

### **6.4 Organizational Conflict of Interest:**

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

### **6.5 Phase In/Phase Out:**

Reserved.

## **7. DEFINITIONS AND ACRONYMS**

### **7.1 Definitions:**

**CONTRACTOR.** A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

**DELIVERABLE.** All goods, out-puts, end products, services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, Contractor (or any agent, contractor, or subcontractor of the contractor) in connection with this contract. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

**KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

**PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

**QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**QUALITY ASSURANCE Surveillance plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

**WORK WEEK.** Is defined as Monday through Friday, unless specified otherwise.

## 7.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center

DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RCRA	Resource Conservation and Recovery Act

## **8. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, SERVICES AND MATERIALS**

### **8.1 Property.**

Reserved.

### **8.2 Equipment**

Reserved.

### **8.3 Services.**

Reserved.

### **8.4 Materials.**

Reserved.

## **9. CONTRACTOR REQUIREMENTS**

9.1 Contractor Furnished Items. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools (including soil and groundwater sampling equipment) materials, supervision, and other items to perform all services as defined in this Performance Work Statement. Any subcontracted personnel or tasks will be covered by OSHA 29 CFR 1910.120 (HAZWOPER) training.

9.2 Submittals. Health and Safety Plan (HASP), Work plan, Soil and Groundwater sampling reports, information and documents required in Part 10.

9.3 Contract Requirements. The Contractor shall furnish all equipment necessary to meet the requirements under this PWS.

## **10. PERFORMANCE REQUIREMENTS**

This is a performance-based task order. The performance objectives and standards included herein are the basis of the task order requirements. General requirements for this investigation are found in the base contract.

The technical approach and level of effort expended to achieve the task order objectives and standards are solely up to the contractor to select and adjust as necessary through the life of the task order. The Government recognizes the contractor's right to change the technical approach and level of effort from that proposed with the understanding that the contractor shall still meet all project objectives and gain Government's Quality Assurance acceptance in order to receive payment. If before the field work begins and adjustment in the quantities or types of field investigations are required to achieve the performance standard or the Government determines that the performance standard must be adjusted, the Government at its discretion may choose to modify the contract with the price adjustment based upon the prorated unit prices proposed in the accepted offer. Once these adjustments are complete the contractor shall be obligated to deliver the required performance standards making adjustments in the field strategy as may be necessary to achieve the standards without a change in price.

The contractor shall be evaluated periodically during performance of this task order to ensure compliance with the proposed and accepted performance goals, regulations, and guidance, and to document that acceptance criteria (AC), delivery schedule, and the overall completion date are being met. This evaluation will be performed according to a Quality Assurance Surveillance Plan (QASP). Failure to adequately complete any service or submittal to at least a satisfactory level of quality or timeliness may result in a repeat of the work, or a poor performance evaluation, or both.

Performance requirements are addressed in each task and summarized in the Performance Requirements Summary (PRS) and Performance metrics are provided in Exhibit 1. A Deliverable schedule is provided in Exhibit 2. If discrepancies or ambiguity exists between the documents, the order of precedence is: 1) the Task; 2) Performance Requirements Summary/ Performance Metrics.

#### 10.1 Basic Services:

The contractor shall provide all equipment, materials and labor required to complete a RCRA Facility Investigation and Corrective Measures Study), that adequately meets regulatory requirements. This effort will generate sound, objective, and defensible information to determine the present environmental conditions and feasible corrective measures for the SWMU-XX site.

#### 10.2 Task Heading and Standards:

This project will consist of the following Tasks:

##### **10.2.1 Complete the RCRA Facility Investigation (RFI) and Corrective Measures Study for SWMU XX**

###### Task 1. History and Current Conditions

- A. Facility Background
- B. Review of the Nature and Extent of Contamination based on prior work
- C. Implementation of Interim Measures if needed
- D. Environmental Indicator Assessment

###### Task 2. Uniform Federal Policy Quality Assurance Project Plan (UFP QAPP)

- A. Project Management Plan
- B. Data Collection Quality Assurance Project Plan
- C. Data Management Plan
- D. Community Relations Plan

###### Task 3. RCRA Facility Investigation

- A. Environmental Setting
- B. Archeological Survey
- C. Source Characterization

- D. Contamination Characterization
- E. Potential Receptor Identification
- F. Risk Assessment/Natural Resources Survey
- G. Data Analysis

#### Task 4. Corrective Measures Alternatives Study and Evaluation of Corrective Measures

- A. Description of Current Situation
- B. Establishment of Media Clean Up Objectives
- C. Identification of the Corrective Measures Alternative or Alternatives
- D. Long-term Effectiveness
- E. Reduction in the Toxicity, Mobility or Volume of Wastes
- F. Short-term Effectiveness
- G. Ease of Implementation
- H. Community Acceptance
- I. State Acceptance
- J. Cost Evaluation

#### Task 5. RFI and CMS Report

- A. Description of Current Conditions
- B. RFI Workplan
- C. RFI Report with determination if Corrective Measures is required
- D. Progress Reports
- E. Corrective Measures Study Report
- F. Progress Reports

### **11. REGULATIONS AND PUBLICATIONS**

Technical Publications: All work performed under this contract shall be in accordance with the following publications, and contractor's personnel shall be familiar with and comply with same.

- Corps of Engineers Manual EM 385-1-1 - Safety and Health Requirements Manual.
- Applicable regulations, publications, manuals, and local policies.
- The Sikes Act

### **12. EXHIBITS AND ATTACHMENTS**

12.1 Exhibit 1 –Performance Requirements Summary

12.2 Exhibit 2 – Deliverable Schedule

12.3 Exhibit 3 – Wage Determination

**EXHIBIT 1****Performance Requirements Summary**

<b>Performance Objective</b>	<b>Standard</b>	<b>Performance Threshold</b>	<b>Method of Surveillance</b>
<b>PRS # 1.</b> The Contractor shall provide the RCRA Facility Investigation (RFI) for SWMU XX. Paragraph 10.2.1 Task 3	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	100% Inspection
<b>PRS # 2.</b> The Contractor shall provide Corrective Measures Study. Paragraph 10.2.1 Task 4	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	100% Inspection

**EXHIBIT 2****Deliverable Schedule***Offeror shall assume 30 day review for documents submitted*

<b><u>Deliverable</u></b>	<b><u>Frequency</u></b>	<b><u># of Copies</u></b>	<b><u>Medium/Format</u></b>	<b><u>Submit To</u></b>
Quality Control Plan  See Section 4.1 <u>Quality Control</u>	Once, within 30 days of task order award and within 5 days of any updates	One electronic copy	Email	<b>COR</b>
Health and Safety Plan, Accident Prevention Plan  See Section 9.2	Once, Within 7 days of contract award.	One electronic copy.	Email	Same as above.
Site base map of proposed sampling and analysis See Section 10	Once, within 30 days of contract award	One electronic copy.	Email	Same as above.
Complete Field Work See Section 10	Within 120 days of contract award	NA	Email	Same as above.
Draft RFI & CMS Reports See Section 10	Within 180 days of contract award	One electronic copy	Email	Same as above.
UFP QAPP	Once, within 30 days of contract award.	One electronics copy	Email	Same as above.

**EXHIBIT 3****Wage Determination**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U. S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms                      Division of Director                      Wage Determinations		Wage Determination No. : 2015-5707 Revision No. : 19 Date Of Last Revision: 07/26/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Puerto Rico

Area: Puerto Rico Municipios de Aguas Buenas Aibonito Barceloneta  
Barranquitas Bayamon Caguas Canovanas Carolina Catano Cayey Ceiba  
Ciales Cidra Comerio Corozal Dorado Fajardo Florida Guaynabo Gurabo  
Humacao Juncos Las Piedras Loiza Luquillo Manati Maunabo Morovis  
Naguabo Naranjito Orocovis Rio Grande San Juan San Lorenzo Toa Alta Toa  
Baja Trujillo Alto Vega Alta Vega Baja Yabucoa

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.08***



01012 - Accounting Clerk II	12.43***
01013 - Accounting Clerk III	14.27***
01020 - Administrative Assistant	15.01
01035 - Court Reporter	13.69***
01041 - Customer Service Representative I	10.04***
01042 - Customer Service Representative II	11.02***
01043 - Customer Service Representative III	12.29***
01051 - Data Entry Operator I	10.10***
01052 - Data Entry Operator II	11.02***
01060 - Dispatcher Motor Vehicle	10.80***
01070 - Document Preparation Clerk	11.69***
01090 - Duplicating Machine Operator	11.69***
01111 - General Clerk I	9.62***
01112 - General Clerk II	10.50***
01113 - General Clerk III	11.79***
01120 - Housing Referral Assistant	13.48***
01141 - Messenger Courier	10.22***
01191 - Order Clerk I	10.27***
01192 - Order Clerk II	11.21***
01261 - Personnel Assistant (Employment) I	12.42***
01262 - Personnel Assistant (Employment) II	13.89***
01263 - Personnel Assistant (Employment) III	15.48
01270 - Production Control Clerk	15.17
01290 - Rental Clerk	9.26***
01300 - Scheduler Maintenance	10.57***
01311 - Secretary I	10.57***
01312 - Secretary II	11.82***
01313 - Secretary III	13.48***
01320 - Service Order Dispatcher	10.23***
01410 - Supply Technician	15.01
01420 - Survey Worker	11.38***
01460 - Switchboard Operator/Receptionist	9.00***
01531 - Travel Clerk I	12.05***
01532 - Travel Clerk II	13.28***
01533 - Travel Clerk III	14.64***
01611 - Word Processor I	12.60***
01612 - Word Processor II	14.15***
01613 - Word Processor III	15.83
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	13.01***
05010 - Automotive Electrician	12.45***
05040 - Automotive Glass Installer	11.87***
05070 - Automotive Worker	11.87***
05110 - Mobile Equipment Servicer	10.74***
05130 - Motor Equipment Metal Mechanic	13.01***
05160 - Motor Equipment Metal Worker	11.87***
05190 - Motor Vehicle Mechanic	13.01***
05220 - Motor Vehicle Mechanic Helper	10.14***
05250 - Motor Vehicle Upholstery Worker	11.63***

05280 - Motor Vehicle Wrecker	11.87***
05310 - Painter Automotive	13.70***
05340 - Radiator Repair Specialist	11.87***
05370 - Tire Repairer	9.43***
05400 - Transmission Repair Specialist	13.01***
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.01***
07041 - Cook I	10.85***
07042 - Cook II	12.03***
07070 - Dishwasher	8.67***
07130 - Food Service Worker	8.89***
07210 - Meat Cutter	9.02***
07260 - Waiter/Waitress	8.79***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	12.45***
09040 - Furniture Handler	8.60***
09080 - Furniture Refinisher	12.45***
09090 - Furniture Refinisher Helper	10.14***
09110 - Furniture Repairer Minor	11.67***
09130 - Upholsterer	12.45***
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.00***
11060 - Elevator Operator	8.93***
11090 - Gardener	11.81***
11122 - Housekeeping Aide	8.93***
11150 - Janitor	8.93***
11210 - Laborer Grounds Maintenance	9.18***
11240 - Maid or Houseman	9.16***
11260 - Pruner	9.75***
11270 - Tractor Operator	10.95***
11330 - Trail Maintenance Worker	9.18***
11360 - Window Cleaner	9.89***
12000 - Health Occupations	
12010 - Ambulance Driver	10.93***
12011 - Breath Alcohol Technician	12.28***
12012 - Certified Occupational Therapist Assistant	16.85
12015 - Certified Physical Therapist Assistant	11.30***
12020 - Dental Assistant	10.93***
12025 - Dental Hygienist	27.00
12030 - EKG Technician	13.74***
12035 - Electroneurodiagnostic Technologist	13.74***
12040 - Emergency Medical Technician	10.93***
12071 - Licensed Practical Nurse I	10.98***
12072 - Licensed Practical Nurse II	12.28***
12073 - Licensed Practical Nurse III	13.69***
12100 - Medical Assistant	12.54***
12130 - Medical Laboratory Technician	16.40
12160 - Medical Record Clerk	10.61***
12190 - Medical Record Technician	14.10***

12195 - Medical Transcriptionist	14.36***
12210 - Nuclear Medicine Technologist	19.39
12221 - Nursing Assistant I	10.42***
12222 - Nursing Assistant II	11.73***
12223 - Nursing Assistant III	12.78***
12224 - Nursing Assistant IV	14.36***
12235 - Optical Dispenser	10.86***
12236 - Optical Technician	10.16***
12250 - Pharmacy Technician	13.41***
12280 - Phlebotomist	11.90***
12305 - Radiologic Technologist	13.87***
12311 - Registered Nurse I	17.66
12312 - Registered Nurse II	21.60
12313 - Registered Nurse II Specialist	21.60
12314 - Registered Nurse III	26.13
12315 - Registered Nurse III Anesthetist	26.13
12316 - Registered Nurse IV	31.33
12317 - Scheduler (Drug and Alcohol Testing)	15.22
12320 - Substance Abuse Treatment Counselor	12.40***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	12.95***
13012 - Exhibits Specialist II	16.04
13013 - Exhibits Specialist III	19.63
13041 - Illustrator I	16.02
13042 - Illustrator II	19.84
13043 - Illustrator III	24.27
13047 - Librarian	17.77
13050 - Library Aide/Clerk	9.78***
13054 - Library Information Technology Systems Administrator	16.04
13058 - Library Technician	11.95***
13061 - Media Specialist I	11.58***
13062 - Media Specialist II	12.95***
13063 - Media Specialist III	14.44***
13071 - Photographer I	16.28
13072 - Photographer II	18.21
13073 - Photographer III	22.56
13074 - Photographer IV	27.60
13075 - Photographer V	33.39
13090 - Technical Order Library Clerk	11.19***
13110 - Video Teleconference Technician	14.26***
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.12***
14042 - Computer Operator II	13.55***
14043 - Computer Operator III	15.35
14044 - Computer Operator IV	20.17
14045 - Computer Operator V	22.34
14071 - Computer Programmer I	(see 1) 19.08
14072 - Computer Programmer II	(see 1) 23.63

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	23.93
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.12***
14160 - Personal Computer Support Technician		20.17
14170 - System Support Specialist		20.34
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25.61
15020 - Aircrew Training Devices Instructor (Rated)		28.96
15030 - Air Crew Training Devices Instructor (Pilot)		34.70
15050 - Computer Based Training Specialist / Instructor		25.61
15060 - Educational Technologist		22.64
15070 - Flight Instructor (Pilot)		34.70
15080 - Graphic Artist		16.96
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.70
15086 - Maintenance Test Pilot Rotary Wing		34.70
15088 - Non-Maintenance Test/Co-Pilot		34.70
15090 - Technical Instructor		15.48
15095 - Technical Instructor/Course Developer		19.17
15110 - Test Proctor		12.50***
15120 - Tutor		12.50***
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.14***
16030 - Counter Attendant		10.14***
16040 - Dry Cleaner		11.16***
16070 - Finisher Flatwork Machine		10.14***
16090 - Presser Hand		10.14***
16110 - Presser Machine Drycleaning		10.14***
16130 - Presser Machine Shirts		10.14***
16160 - Presser Machine Wearing Apparel Laundry		10.14***
16190 - Sewing Machine Operator		11.53***
16220 - Tailor		11.85***
16250 - Washer Machine		10.50***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		12.76***
19040 - Tool And Die Maker		15.33
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		10.54***
21030 - Material Coordinator		15.17
21040 - Material Expediter		15.17
21050 - Material Handling Laborer		10.18***
21071 - Order Filler		9.27***
21080 - Production Line Worker (Food Processing)		10.54***
21110 - Shipping Packer		10.31***
21130 - Shipping/Receiving Clerk		10.31***
21140 - Store Worker I		9.28***
21150 - Stock Clerk		12.57***

21210 - Tools And Parts Attendant	10.54***
21410 - Warehouse Specialist	10.54***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.62
23019 - Aircraft Logs and Records Technician	22.57
23021 - Aircraft Mechanic I	25.33
23022 - Aircraft Mechanic II	26.62
23023 - Aircraft Mechanic III	27.73
23040 - Aircraft Mechanic Helper	19.67
23050 - Aircraft Painter	22.18
23060 - Aircraft Servicer	22.57
23070 - Aircraft Survival Flight Equipment Technician	22.18
23080 - Aircraft Worker	23.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.33
23110 - Appliance Mechanic	14.80***
23120 - Bicycle Repairer	11.90***
23125 - Cable Splicer	22.18
23130 - Carpenter Maintenance	12.45***
23140 - Carpet Layer	13.20***
23160 - Electrician Maintenance	14.05***
23181 - Electronics Technician Maintenance I	16.72
23182 - Electronics Technician Maintenance II	17.67
23183 - Electronics Technician Maintenance III	18.57
23260 - Fabric Worker	12.56***
23290 - Fire Alarm System Mechanic	13.66***
23310 - Fire Extinguisher Repairer	12.03***
23311 - Fuel Distribution System Mechanic	17.89
23312 - Fuel Distribution System Operator	14.66***
23370 - General Maintenance Worker	11.88***
23380 - Ground Support Equipment Mechanic	25.33
23381 - Ground Support Equipment Servicer	22.57
23382 - Ground Support Equipment Worker	23.04
23391 - Gunsmith I	11.90***
23392 - Gunsmith II	13.20***
23393 - Gunsmith III	14.66***
23410 - Heating Ventilation And Air-Conditioning Mechanic	13.01***
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	13.66***
23430 - Heavy Equipment Mechanic	13.74***
23440 - Heavy Equipment Operator	13.01***
23460 - Instrument Mechanic	22.03
23465 - Laboratory/Shelter Mechanic	13.95***
23470 - Laborer	10.18***
23510 - Locksmith	13.95***
23530 - Machinery Maintenance Mechanic	15.35

23550 - Machinist Maintenance	13.79***
23580 - Maintenance Trades Helper	10.65***
23591 - Metrology Technician I	22.03
23592 - Metrology Technician II	23.15
23593 - Metrology Technician III	24.10
23640 - Millwright	18.02
23710 - Office Appliance Repairer	14.61***
23760 - Painter Maintenance	12.45***
23790 - Pipefitter Maintenance	13.01***
23810 - Plumber Maintenance	12.45***
23820 - Pneudraulic Systems Mechanic	14.66***
23850 - Rigger	17.27
23870 - Scale Mechanic	13.35***
23890 - Sheet-Metal Worker Maintenance	13.01***
23910 - Small Engine Mechanic	13.20***
23931 - Telecommunications Mechanic I	16.40
23932 - Telecommunications Mechanic II	17.14
23950 - Telephone Lineman	16.92
23960 - Welder Combination Maintenance	13.01***
23965 - Well Driller	14.66***
23970 - Woodcraft Worker	14.66***
23980 - Woodworker	11.90***
24000 - Personal Needs Occupations	
24550 - Case Manager	11.51***
24570 - Child Care Attendant	8.89***
24580 - Child Care Center Clerk	11.09***
24610 - Chore Aide	9.49***
24620 - Family Readiness And Support Services Coordinator	11.51***
24630 - Homemaker	11.83***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.63
25040 - Sewage Plant Operator	14.18***
25070 - Stationary Engineer	19.63
25190 - Ventilation Equipment Tender	14.77***
25210 - Water Treatment Plant Operator	14.18***
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.30***
27007 - Baggage Inspector	9.34***
27008 - Corrections Officer	15.89
27010 - Court Security Officer	13.63***
27030 - Detection Dog Handler	10.45***
27040 - Detention Officer	15.89
27070 - Firefighter	13.49***
27101 - Guard I	9.34***
27102 - Guard II	10.45***
27131 - Police Officer I	19.68
27132 - Police Officer II	21.87
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.68***
28042 - Carnival Equipment Repairer	12.60***
28043 - Carnival Worker	8.85***
28210 - Gate Attendant/Gate Tender	12.73***
28310 - Lifeguard	10.54***
28350 - Park Attendant (Aide)	14.24***
28510 - Recreation Aide/Health Facility Attendant	9.09***
28515 - Recreation Specialist	15.44
28630 - Sports Official	11.10***
28690 - Swimming Pool Operator	13.98***
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	13.87***
29020 - Hatch Tender	13.87***
29030 - Line Handler	13.87***
29041 - Stevedore I	12.65***
29042 - Stevedore II	14.66***
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HF0) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HF0) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HF0) (see 2)	31.33
30021 - Archeological Technician I	14.87***
30022 - Archeological Technician II	16.64
30023 - Archeological Technician III	20.61
30030 - Cartographic Technician	20.61
30040 - Civil Engineering Technician	14.98***
30051 - Cryogenic Technician I	22.82
30052 - Cryogenic Technician II	25.22
30061 - Drafter/CAD Operator I	14.87***
30062 - Drafter/CAD Operator II	16.64
30063 - Drafter/CAD Operator III	18.55
30064 - Drafter/CAD Operator IV	22.82
30081 - Engineering Technician I	15.46
30082 - Engineering Technician II	17.35
30083 - Engineering Technician III	19.42
30084 - Engineering Technician IV	24.05
30085 - Engineering Technician V	29.43
30086 - Engineering Technician VI	35.60
30090 - Environmental Technician	17.92
30095 - Evidence Control Specialist	20.61
30210 - Laboratory Technician	18.42
30221 - Latent Fingerprint Technician I	22.82
30222 - Latent Fingerprint Technician II	25.22
30240 - Mathematical Technician	20.61
30361 - Paralegal/Legal Assistant I	17.60
30362 - Paralegal/Legal Assistant II	21.81
30363 - Paralegal/Legal Assistant III	26.68
30364 - Paralegal/Legal Assistant IV	32.27
30375 - Petroleum Supply Specialist	25.22
30390 - Photo-Optics Technician	20.61

30395 - Radiation Control Technician	25.22
30461 - Technical Writer I	20.20
30462 - Technical Writer II	24.70
30463 - Technical Writer III	29.89
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	22.82
30502 - Weather Forecaster II	27.76
30620 - Weather Observer Combined Upper Air Or (see 2)	18.55
Surface Programs	
30621 - Weather Observer Senior (see 2)	20.61
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	10.64***
31030 - Bus Driver	14.40***
31043 - Driver Courier	8.58***
31260 - Parking and Lot Attendant	8.94***
31290 - Shuttle Bus Driver	9.26***
31310 - Taxi Driver	9.21***
31361 - Truckdriver Light	9.26***
31362 - Truckdriver Medium	9.96***
31363 - Truckdriver Heavy	10.57***
31364 - Truckdriver Tractor-Trailer	10.57***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.02***
99050 - Desk Clerk	10.02***
99095 - Embalmer	25.60
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	9.35***
99252 - Laboratory Animal Caretaker II	10.09***
99260 - Marketing Analyst	14.77***
99310 - Mortician	25.60
99410 - Pest Controller	10.70***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	10.11***
99711 - Recycling Specialist	12.05***
99730 - Refuse Collector	9.13***
99810 - Sales Clerk	9.28***
99820 - School Crossing Guard	13.81***
99830 - Survey Party Chief	14.73***
99831 - Surveying Aide	12.30***
99832 - Surveying Technician	13.40***
99840 - Vending Machine Attendant	9.23***
99841 - Vending Machine Repairer	11.05***
99842 - Vending Machine Repairer Helper	10.04***



\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 3 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt

computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### **\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization

modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard  
Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

#### PERFORMANCE WORK STATEMENT

##### **PERFORMANCE WORK STATEMENT (PWS)**

##### **ENVIRONMENTAL REMEDIATION SERVICES**

##### **MULTIPLE AWARD TASK ORDER CONTRACT(S) (MATOC)/INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) U. S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT (USACE)**

### **1. GENERAL INFORMATION**

#### **1.1 Description of Services:**

This is a non-personal services, IDIQ contract to provide Environmental Remediation Services for the Government. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items to perform all services as defined in this Performance Work Statement except for those items specified as government furnished. This contract outlines the basic services to be performed in a broad nature and each task order issued will expand the services to be accomplished which will be unique to each project. The general requirements for this contract include providing a full range of Environmental Remediation Services (NAICS 562910) to the U.S. Army Corps of Engineers (USACE) Jacksonville District's programs and missions including but not limited to Formally Used Defense Sites (FUDS) Program, Civil Works, Military and Interagency and International Services (MIL-IIS), and Department of the Army Customers. The Environmental Remediation Services consist of environmental investigation, environmental sampling, environmental compliance, environmental remediation/restoration, permitting, environmental conservation, pollution prevention, health and safety, industrial hygiene, laboratory services, support services, sustainment, restoration, and modernization (SRM), and ancillary services. The services required by this contract will primarily be performed, but not limited to the boundaries of the Jacksonville District, the Caribbean Area, and its customers' mission set area of operations. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

This contract outlines the basic services to be performed in a broad nature and each task order issued will expand the services to be accomplished which will be unique to each project.

#### **1.2 Background:**

The Jacksonville District is in need of Environmental Remediation Services. Task Orders will be issued by an authorized contracting officer within the USACE Jacksonville District (SAJ).

1.3 Objective:

The purpose of this IDIQ is to provide Environmental Remediation Services for USACE SAJ.

1.4 Restrictions:

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

2. Inherently Governmental: Avoidance of Performance Closely Associated with Inherently Governmental Functions. Task orders issued under this IDIQ Contract will receive special consideration to avoid inclusion of services which are considered closely associated with inherently governmental functions. Under no circumstances will this IDIQ Contract be utilized in a manner which would require the Contractor to manage another contractor, nor in manner such as where the Contractor might influence official evaluations of other contractors; neither directly nor indirectly.

3. Brooks-Act Prohibition: Under this contract, the Contractor is prohibited from performing architect-engineer type services which require a registration by state law. The Contractor is prohibited from performing architect-engineer type services, associated with the design or construction of real property (land and structures). The Contractor is prohibited from performing ancillary architect-engineer type services, which require supervision by a registered professional. The Contractor is prohibited from performing survey or mapping services associated with architect-engineer type planning, development construction, design, or alteration of real property.

1.5 Scope:

The contractor shall furnish all materials, equipment, supplies, personnel, and all other services required to perform the various Environmental Remediation Services outlined in this statement of work and as specifically identified in the individual task orders. This IDIQ contract will be used to access a variety of Environmental Remediation Services. Each task order will incorporate the expanded scope of work that is specific to the services for that task order in accordance with the services categories in the basic contract.

1.6 Period of Performance:

The period of performance will be for one (1) 36-month base period and one (1) 24-month option period. Each task order issued will incorporate the period of performance.

1.7 Place of Performance:

The work to be performed under this contract will generally be performed within the USACE Jacksonville District and their customers' area of responsibility which may vary. Each task order will incorporate the place of performance.

1.8 Recognized Holidays:

The contractor may be required to perform services on holidays as required in each Task Order.

New Year's Day (Federal)	Labor Day (Federal)
Martin Luther King Jr.'s Birthday (Federal)	Columbus Day (Federal)
President's Day (Federal)	Veteran's Day (Federal)
Memorial Day (Federal)	Thanksgiving Day (Federal)
Independence Day (Federal)	Christmas Day (Federal)
Juneteenth National Independence Day (Federal)	

## **2. CONTRACTOR ADMINISTRATION AND MANAGEMENT**

### **2.1 Business Relations:**

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

### **2.2 Contractor Personnel, Disciplines, and Specialties:**

The Contractor shall furnish sufficient technical, supervisory, and administrative personnel at all times to ensure performance of the work in accordance with the delivery schedule. All work under this contract shall be conducted in a professional manner that will provide the highest degree of precision and accuracy obtainable for the task being performed. All quality control limits required in each Task Order and set in the work plan shall be strictly adhered to. Any deviation shall be reported immediately in writing to the Contracting Officer and either the deviation approved, or an alternate plan agreed upon and approved in writing by the Contracting Officer before the work can continue. If either the quality standards are not met or the Contractor fails to report and receive written approval for all deviations and alternate plans, the work in question shall be repeated in a satisfactory manner on a mutually agreed upon schedule at no additional cost to the Government. Apart from required technical and professional qualifications for the specific tasks, Contractor personnel working on project sites must be certified to work at environmental, Installation Restoration Program (IRP) construction, and Hazardous Toxic and Radioactive Waste (HTRW) sites with both initial and annual Hazardous Waste Operations and Emergency Response (HAZWOPER) certifications as appropriate. The Contractor shall ensure that all personnel (both Contractor and Subcontractor personnel) working at project sites have 40 hours of OSHA health and safety training and a valid certificate as mandated by 29 CFR Part 1910.120 as appropriate. The Contractor shall be responsible for furnishing all necessary worker safety protection equipment and training. Cardiopulmonary Resuscitation (CPR) training, first aid training, respirator training, and respirator fit testing must be documented by the Contractor. Qualifications and requirements for all key personnel are listed below:

### **2.3 Key Personnel:**

The following personnel are considered key personnel by the government and will have appropriate competency with the required NAICS code:

**Contract Manager and Alternate Contract Manager:** The Contract Manager and Alternate Contract Manager shall have 10 or more years of experience associated with the NAICS code; and familiarity with Department of Defense Regulations. They shall serve as a single point of contact and liaison between the Contractor and the Contracting Officer or Contracting Officer Representative (COR) for all work required under the contract. Upon award of the contract, the Contractor shall immediately provide the Contracting Officer with the name of the individual so designated, in writing. The Contractor's Contract Manager will be responsible for the complete coordination of all work developed under the contract. All work will be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, omissions, and ensure the technical accuracy of all reports, designs, drawings, and specifications.

**Project Manager:** Unless otherwise required in the individual Task Order (i.e., some Task Orders may require different expertise), the Contractor's Project Manager for each Task Order shall be an Engineer, Geologist, or

Hydrogeologist with a degree from an accredited four-year college or university. He/she shall have a minimum of ten years of experience directing and managing environmental projects. An Environmental Scientist or Chemist can also be a Project Manager if he/she has a minimum of ten years of experience directing and managing environmental projects.

Chemist: The minimum qualifications for the chemist shall be a BS or MS degree in chemistry or a chemistry-related field from an accredited college or university and a minimum of three years environmental laboratory experience, including at least one year of applied experience with performing data usability assessment and review of laboratory methods.

Risk Assessor: Minimum requirements shall be a bachelor's degree in toxicology or environmental sciences preferably with chemistry or biology concentration, five or more years of experience as a risk assessor with a focus on providing support for a variety of environmental projects. Task may include but not be limited to assignments on a wide variety of HTRW sites in addition to other environmental sites in a manner that complies with federal, state, and local regulations and laws.

Geographic Information Systems (GIS) Minimum requirements shall have five or more years of GIS and field data collection software experience, knowledge and experience using Environmental Systems Research Institute ESRI ArcGIS software and tools such as ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, experience with field data collection technologies (Collector, Survey123, etc.) and the underlying processes to support field through office processing and visualization. The GIS capabilities must include ability to perform complex and/or unique GIS functions, advanced field data collection, and environmental related projects. These types of projects include, but are not limited to field data collection, regulatory compliance, provide technical assistance to field survey crews.

Industrial Hygienist: The Industrial Hygienist will prepare/approve Site Safety and Health Plan(s) and be responsible for maintaining appropriate safety measures during field investigations. Minimum requirements shall be a minimum of two years of experience in preparing and implementing environmental safety plans. The Contractor's Industrial Hygienist shall report to a senior company officer.

Regulatory Specialist: The Contractor shall designate a single point of contact for all regulatory matters and complete appropriate requirements in accordance with the statement of work; Contractor's approved Site-Specific Health and Safety Plan (SSHP), Sampling and Analysis Plan, and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval for all manifests with the Contracting Officer or COR.

Biologist: The minimum qualifications for the biologist will be a BS or BA degree from an accredited college or university and a minimum of three years of professional experience, including at least two years of applied experience in the Florida. For task orders in Puerto Rico the biologist shall have at least two years of applied experience in Puerto Rico.

Quality Control Specialist: Professional level skills and management practices are required in the performance of the contract. Accordingly, the Contractor shall establish an effective quality control program to assure that the end products meet professional standards and comply with the contract requirements. The Quality Control Specialist shall develop project tracking methods to provide detailed information to the USACE regarding time and costs for each task. The Contractor's senior quality control individual shall report to a senior company officer. The quality control and production management chains-of-command shall be mutually exclusive.

#### 2.4 Identification of Contractor Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor



participation is appropriately disclosed. Contractor personnel may be required to obtain and wear badges in the performance of this service for specific Task Orders

## **2.5 Subcontract Management:**

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer or COR.

## **2.6 Contractor Travel:**

Contractor will be required to travel within Continental United States (CONUS), Puerto Rico, and the Caribbean. during the performance of this contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR. Travel requirements will be specific to each Task Order.

# **3. SECURITY**

## **3.1 Security Requirements:**

Contractor personnel performing work under this contract may be required to have security clearances for specific Task Orders. The Contractor must be in a position to obtain such clearances at time of the proposal submission for the Task Order and must maintain the level of security required for the life of the project. The security requirements will be in accordance with DD254.

## **3.2 Antiterrorism/Operation Security (AT/OPSEC) Requirements:**

1. AT Level I Training - All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the Contracting Officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil/courses/at1/launch.html>. Contractor personnel shall complete refresher training every twelve (12) months except AOR specific AT Level I training which shall be completed as required by local AT policies

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

3. For contractors requiring Common Access Card (CAC) - Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or

higher investigation in accordance with Army Directive 2014-05 and Homeland Security Presidential Directive-12 (HSPD-12). Proposed language: “The contractor and all sub-contractors employees will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an interim CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.”

4. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something) - The contractor and all associated sub-contractors shall receive a brief/training (provided by the RA) on the local suspicious activity reporting program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the project manager, security representative or law enforcement entity. This training shall be completed within 30 calendar days of contract award, within 30 calendar days of new employees commencing performance and refresher training shall be complete as required with the results reported to the COR NLT 5 calendar days after the completion of the training.

5. Contractor Employees Who Require Access to Government Information Systems - All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information systems and then annually thereafter IAW AR 380-67 (Personnel Security Program) and Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors).

6. OPSEC Standing Operating Procedure/Plan - The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan must be reviewed and approved by the RA OPSEC Officer. The SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator.

7. OPSEC Training - All new contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites: <http://www.cdse.edu/catalog/elearning/GS130.html>. Contractor personnel must complete refresher training every 12 months. Verification of the training shall be provided to the COR within 5 calendar days } after completion of the training.

8. For Information Assurance (IA)/Information Technology (IT) Training - All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570 01-M and AR 25-2 within six months of employment.

9. Escort Requirements - All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

10. Pre-screen candidates using E-Verify Program - The Contractor must pre-screen Candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility

Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

11. Threat Awareness Reporting Program - All new contractor employees will complete annual Threat Awareness and Reporting Program (TARP) Training provided by a Counterintelligence Agent, IAW AR 381-12. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee(s) or a memorandum for the record, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training. Authorized web based TARP training for CAC card holders is available at the following website: <https://www.us.army.mil/suite/page/655474>

### 3.3 Physical Security:

The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured as appropriate.

### 3.4 Key Control:

As required by individual Task Orders, the Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer and COR.

#### 3.4.1 Lost Keys:

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

#### 3.4.2 Keys issued to Contractor:

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer or COR.

#### 3.4.3 Lock Combinations

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

## 4. QUALITY

### 4.1 Quality Control:

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The quality control program plan is to be delivered within 30 days after contract award. A copy of a comprehensive written quality control program plan or existing quality assurance plan in accordance with FAR 12.208) shall be submitted to the Contracting Officer and COR within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to their QC system. In accordance with FAR 12.208

#### 4.2 Quality Assurance:

The Government shall evaluate the contractor's performance under this contract in accordance with the Performance Requirement Summary (PRS). Additionally, the Government will use a Quality Assurance Surveillance Plan (QASP), in the inspection of the services. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

#### 4.3 Quality Assurance Surveillance Plan (QASP):

The Government shall monitor the Contractors performance under the provided Mock Task Order in accordance with the Governments QASP.

#### 4.4 Performance Requirements Summary:

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

### **5. GOVERNMENT CONTRACT ADMINISTRATION**

#### 5.1 Post Award Conference/Periodic Progress Meetings:

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government. Based on the required services the government reserves the right to require a post award conference on the task order.

#### 5.2 Contracting Officer Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

### 5.3 Contractor Performance Assessment Reporting System (CPARS):

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

### 5.4 Service Contract Reporting

System for Award Management (SAM) Service Contract Report (SCR): Applicable if any TO are issued over 3 million. The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the *{Insert Component's Name}* via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: [www.sam.gov](http://www.sam.gov). Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking "View Assistance for SAM.gov" which is located at the top of the SAM.gov website. From there, you can select "Contact Our Service Desk" which will allow you to contact SAM.gov directly. If contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement.

#### Steps for Submitting a Service Contract Report (SCR)

1. Go to [www.sam.gov](http://www.sam.gov) and log in.
2. Select Entity Registrations and then select Service Contract Reporting.
3. SAM displays your entities which have service contracts and meet the reporting criteria. Select View by entity to see the service contracts for each entity.
4. Next, select Add for the service contract against which you want to create a Service Contract Report. Each service contract which meets the FAR Subpart 4.1703 reporting thresholds is displayed.
5. You will be taken to the Complete Service Contract Report page. SAM displays the contract details and allows you to report. You are required to enter the following information:
  - Total Amount Invoiced: Total dollar amount invoiced for services performed during the previous Government fiscal year under the contract (this amount should include the prime and any subcontract amount).
  - Prime Contractor Hours Expended: Prime contractor direct labor hours expended on the services performed during the previous Government fiscal year. The amount you enter is automatically divided by 2,080 hours to calculate a Full Time Employee (FTE) equivalent, displayed under the Prime Contractor Hours Expended as Prime Contractor FTEs.
6. Report any required Tier 1 subcontractor information by selecting the Add Tier 1 Subcontract Information button.
7. When you are ready to submit the report, select Submit. This saves your report and returns you to the Select Service Contract page where you can create other SCRs or edit an existing SCR.

#### Steps for Editing a Submitted Report

1. Follow steps 1-4 above. Any previously submitted SCR will have a View/Edit button instead of an Add button.
2. Select View/Edit. You will be able to view the current SCR, edit available fields, and resubmit the record. You can also delete previously entered information altogether.

STD: All information provided by the Contractor shall be accurate, complete, and not exceed suspense dates noted in corresponding paragraph above.

AQL: 100% Compliant

## **6. OTHER REQUIREMENTS AND INFORMATION**

### **6.1 Hours of Operation:**

The contractor is responsible for conducting business, between the hours of 0800-1630 or as otherwise defined in a specific Task Order Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

### **6.2 Other Direct Costs:**

This category includes travel (outlined in 2.6), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues. Other direct costs requirements will be specific to each Task Order. These costs must be preapproved by the Contracting Officer.

### **6.3 Data Rights:**

The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

### **6.4 Organizational Conflict of Interest:**

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

### **6.5 Phase In/Phase Out:**

Reserved

## **7. DEFINITIONS AND ACRONYMS**

### **7.1 Definitions:**

**CONTRACTOR.** A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

**CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

**DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

**DELIVERABLE.** All goods, out-puts, end products, services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, Contractor (or any agent, contractor, or subcontractor of the contractor) in connection with this contract. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

**KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

**PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

**QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

**QUALITY ASSURANCE Surveillance plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

**SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

**WORK WEEK.** Is defined as Monday through Friday, unless specified otherwise.

## 7.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
ADR	Automatic Data Review
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CDFR	Chemical Data Final Report
CDQC	Chemical Data Quality Control
CDQM	Chemical Data Quality Management
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERP	Comprehensive Everglades Restoration Program

CFR	Code of Federal Regulations
CGM	Cerp Guidance Memorandum
CLP	Contract Laboratory Protocol
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
DQO	Data Quality Objectives
DQCR	Daily Quality Control Reports
DQSM	Department of Defense's Quality System Manual
EDD	Electronic Data Deliverable
EDMS	Environmental Data Management System
ELAP	Environmental Laboratory Accreditation Program
eQAPP	Electronic Quality Assurance Project Plan
F.A.C.	Florida Administrative Code
FAR	Federal Acquisition Regulation
FDEP	Florida Department of Environmental Protection
FUDs	Formerly Used Defense Sites
GC	Gas Chromatography
GCMS	Gas Chromatograph Mass Spectrometry
HASP	Health and Safety Plan
HIPAA	Health Insurance Portability and Accountability Act of 1996
IDIQ	Indefinite Delivery Indefinite Quantity
LC	Liquid Chromatograph
LCS	Laboratory Control Spike
LCSD	Laboratory Control Spike Duplicate
MDL	Minimum Detection Level
MS	Matrix Spike
MSD	Matrix Spike Duplicate
NELAC	National Environmental Laboratory Accreditation Congress
NELAP	National Environmental Laboratory Accreditation Program
NTP	Notice to Proceed
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PAHs	Polynuclear Aromatic Hydrocarbons
PARCC	Precision, Accuracy, Representativeness, Comparability, Completeness
PEC/PEL	Probable Effect Concentration/Level
PIPO	Phase In/Phase Out
POC	Point of Contact
PQL	Practical Quantification Limit
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program



QSM	Quality System Manual
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
RPD	Relative Percent Difference
RSD	Relative Standard Deviation
SAP	Sampling and Analysis Plan
SEDD	Staged Electronic Data Deliverable
SOP	Standard Operating Procedure
SOW	Scope of Work
SPLP	Synthetic Precipitation Leaching Procedures
SQAGs	Sediment Quality Assessment Guidelines
STCLs	Soil Cleanup Target Levels
SVOCs	Semivolatile Organic Compounds
SW	Surface Water or Solid Waste
TE	Technical Exhibit
TEC/TEL	Threshold Effect Concentration/Level
TCLP	Toxic Characteristic Leaching Procedures
UFP-QAPP	Uniform Federal Policy for Quality Assurance Project Plans
USEPA	United States Environmental Protection Agency

## **8. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, SERVICES AND MATERIALS**

If the Government provides any services, facilities, utilities, equipment, or materials, this will be mentioned in the specific Task Orders. Specific Government furnished information for each item of work will be described in the Task Orders. In general, the information will consist of topographic maps, information gathered during previous investigations (e.g. results from environmental compliance audits and surveys, geologic logs from wells or borings, results from any previously conducted soil and groundwater sampling and chemical analyses, etc.), available hydrogeologic information, and utility maps and clearances.

8.1 Property. *Reserved*

8.2 Equipment. *Reserved*

8.3 Services. *Reserved*

8.4 Materials. *Reserved*

## **9. CONTRACTOR REQUIREMENTS**

9.1 Contractor Furnished Items.

General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract.

Secret Security Clearance: The Contractor may be required a secret facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have or shall be in a position to obtain security clearances from the Defense Industrial Security Clearance Office.

Materials: The Contractor shall furnish all materials, supplies, and equipment necessary to meet the requirements under individual Task Orders.

Equipment: The Contractor shall furnish all equipment needed to meet the requirements under individual Task Orders.

Access to Private property: The Contractor shall obtain all written permits and permissions from property

owners to access their property prior to start of any field work. This shall be coordinated with the COR before access requests are sent to property owners.

Additional requirements will be addressed in specific Task Orders

9.2 Submittals. Task Order Specific

9.3 Contract Requirements. Task Order Specific

## **10. PERFORMANCE REQUIREMENTS**

Each task order will incorporate a broadened scope of work based on the service categories in the basic contract.

### **10.1 Basic Services:**

The Contractor shall provide services as will be requested in specific Task Orders.

10.2. Environmental Remediation Services. The Contractor shall be capable of performing a wide range of Environmental Remediation Services activities. Examples of environmental compliance activities that may be required include, but are not limited to:

10.2.1. Complying with Federal, State, and/or local air pollution regulations. This includes, but is not limited to, preparation of air permits, monitoring air emissions, maintaining air emissions inventories, and inspecting facilities.

10.2.2. Complying with Federal, State and/or local solid waste handling and disposal regulations. This includes, but is not limited to, solid waste management plans, solid waste recycling, solid waste landfill inspection and permitting, and actual disposal of solid waste generated by the customer, Contractor, or others.

10.2.3. Complying with Federal, State, and/or local hazardous waste handling and disposal regulations. This potentially includes actual disposal of hazardous wastes generated by the customer, Contractor, or others.

10.2.4. Complying with Federal, State, and/or local emergency planning and community right to know regulations.

10.2.5. Complying with Federal, State, and/or local water quality regulations. This includes but is not limited to, drinking water systems, wastewater treatment systems, and storm water systems.

10.2.6. Establishing and/or upgrading GIS systems.

10.2.7. Establishing and/or upgrading extensive databases. Some of these databases may be integrated with GIS systems.

10.2.8. Complying with Federal, State, Regional, and/or local dredge material and associated sediment collection, testing, placement, and analysis regulations.

10.2.9. Lead-based paint investigations and abatement.

10.2.10. Asbestos surveys and abatement.

10.2.11. Radon surveys and testing.

10.2.12. Indoor and outdoor air quality monitoring and air emission inventories.

10.2.13. Mold surveys and remediation.

10.2.14. Removal of debris.

10.2.15 Solid Waste Management Support Services

10.2.16 Recycle commodities processing and sales

10.2.17 Natural and cultural resource services to support environmental facilities and range operations.

10.3. Environmental Investigations and Remediation. The Contractor shall be capable of performing a wide range of environmental investigations related to remediation, water/wastewater services, industrial hygiene/safety support, and other support activities. Examples of environmental investigations and remediation activities that may be required include, but are not limited to:

10.3.1. Develop site specific work plans with accompanying sub plans. These sub plans include, but are not limited to, such documents as a sampling and analysis plan (SAP), Uniform Federal Policy for Quality Assurance Project **Plans** (UFP-QAPP), a site safety and health plan (SSHP), a contractor quality control plan (QCP), and erosion control plans.

10.3.2. Sampling and testing of soil (shallow, shallow subsurface, and deep subsurface) and/or other solid matter; sampling and testing of sediment; sampling and testing of groundwater; and sampling and testing of surface water.

Sampling shall conform to the United States Environmental Protection Agency's or the state/commonwealth most current protocols where the work will be performed. Groundwater sampling may involve installation and development of monitoring wells. Monitoring well installation must adhere to all applicable DoD, Federal, and State regulations.

10.3.3. Conduct site investigations (e.g. Remedial Investigations, Resource Conservation & Recovery Act (RCRA) Facility Investigations, Comprehensive Site Assessments, Site Assessments, etc.) in accordance with Federal, State, and local environmental regulations. This includes preparation of work plans and reports for review by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authority.

10.3.4. Prepare remedial action decision documents (e.g., Feasibility Studies, Records of Decisions, decision documents, Corrective Measures Studies, Corrective Action Plans, Remedial Action Plans, etc.) for review by the Corps of Engineers and the applicable Federal, State, and/or local regulatory authority.

10.3.5. Perform risk assessments (both human health and ecological) in support of RCRA, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or other regulated programs.

10.3.6. Conduct remedial action activities at CERCLA, RCRA, Defense Environmental Restoration Program (DERP), Formerly Used Defense Sites (FUDS) and other sites contaminated with but not limited with the following types of substances: RCRA listed hazardous wastes, RCRA characteristic hazardous wastes, heavy metals, Polychlorinated Biphenols (PCBs), asbestos, petroleum hydrocarbons, Toxic Substances Control Act (TSCA), regulated substances, radioactive material, sewage/wastewater, and other contaminants not specifically listed here which need to be remediated in accordance with Federal, State, and local environmental regulations.

10.3.7. Remediation of contaminated soil. Soil remediation may include, but is not limited to, such techniques as excavation and off-site disposal, phytoremediation, soil vapor extraction, bioventing, soil washing, bioremediation (ex-situ and in-situ), stabilization and/or solidification or novel technologies as approved.

10.3.8. Pre demolition hazardous material evaluations, removal, decontamination, treatment, transport, and/or disposal of built vertical and horizontal components. Built vertical and horizontal components include, but are not limited to, buildings, sumps, tanks (both aboveground and underground), drums, and transformers. Additionally, these manmade structures may contain, or be contaminated with, asbestos, lead-based paint, PCBs, petroleum products, or other solid or hazardous wastes and materials.

10.3.9. Remediation of contaminated groundwater. Groundwater remediation may include, but is not limited to, “pump and treat,” phytoremediation, in-situ bioremediation, reactive barriers, and air sparging.

10.3.10. Structural and geophysical surveys.

10.3.11. Hydrogeological testing and data analysis (includes but is not limited to installation and abandonment of groundwater monitoring wells and piezometers, dye tests, aquifer evaluations, plume studies, cross hole investigations, groundwater modeling using state-of-the-art computer models, etc.).

10.3.12. Chemical sampling, treatment, and/or disposal of containerized wastes, such as waste inside tanks, drums, and transformers.

10.3.13. Implementation of isolation containments (e.g., caps, slurry walls, etc.) around hazardous waste sites, hazardous waste treatment units, water/wastewater units, security/safety systems, and base modernization upgrades.

10.3.14. Operation and maintenance of remediation and sanitary facilities (e.g., groundwater collection and treatment systems, soil vapor extraction systems, air sparging systems, bioventing systems, sewage treatment units, etc.).

10.3.15. Provide DoD and National Environmental Laboratory Accreditation Program (NELAP) approved laboratory services for chemical and physical analyses of air, soil, groundwater, surface water, and sediment samples, as applicable to the project.

10.3.16. Support for and/or participation in community education and public affairs activities.

10.3.17. Prepare Remedial Action Reports and/or Closure Reports/Post-Closure Reports after completion of the remedial action activities.

10.3.18. Perform life, health, and safety studies, surveys, and implement corrective actions.

10.4. Environmental Conservation. The Contractor shall be capable of performing a wide range of environmental conservation activities. Examples of environmental conservation activities that may be required include, but are not limited to:

10.4.1. Perform natural resource studies, investigations, and reviews of natural resources programs to ensure compliance with DoD Federal, State, and local regulations.

10.4.2. Perform cultural resource studies, investigations, and reviews of cultural resource programs to ensure compliance with DoD Federal, State, and local regulations.

10.4.3. Perform wetlands studies, investigations, and reviews of wetlands programs to ensure compliance with DoD Federal, State, and local regulations, and preparation of wetland delineations and permits.

10.4.4. Preparation of National Environmental Policy Act (NEPA) documentation.

10.5. Pollution Prevention. The Contractor shall be capable of performing a wide range of pollution prevention activities. Examples of pollution prevention activities that may be required include, but are not limited to:

10.5.1 Perform reviews of pollution prevention programs to ensure compliance with DoD Federal, State, and local regulations, preparation/revision of pollution prevention plans, and preparation/revision of pollution prevention training programs.

10.5.2. Perform reviews of spill prevention control programs to ensure compliance with DoD Federal, State, and local regulations and preparation of spill prevention control plans.

10.5.3. Perform reviews of above and underground storage tank (ASTs/USTs) programs to ensure compliance with DoD Federal, State, and local regulations and preparation of UST management plans and UST databases.

10.5.4. Perform reviews of stormwater and erosion control programs to ensure compliance with DoD Federal, State, and local regulations and preparation of stormwater management plans.

10.5.5. Preparation/revision of comprehensive environmental management systems. This potentially includes assistance in obtaining ISO 14000 registration.

10.5.6. Perform reviews of noise pollution programs to ensure compliance with DoD Federal State, and local regulations and monitoring mitigation of noise sources.

10.5.7. Evaluating facilities for the potential for reducing, substituting, or eliminating processes and materials that generate hazardous wastes or solid non-hazardous wastes that are not recyclable.

10.6. Geotechnical Investigations. The Contractor shall be capable of performing all geotechnical investigations including sampling and testing of soil (shallow, shallow subsurface, and deep subsurface), rock and/or other solid matter; sampling and testing of sediments; sampling and testing of groundwater; determination of aquifer parameters/monitoring of groundwater elevations, and sampling and testing of surface water. Soils shall be tested for both chemical and geotechnical parameters. Groundwater sampling may involve installation and development of monitoring wells. Material testing for geotechnical properties, and soil classification in accordance with Unified Soil Classification System. Logs and other data submitted shall be Bentley geotechnical and geo-environmental products (GINT compatible).

10.7. Sustainment, Restoration and Modernization (SRM): The Contractor shall provide comprehensive base sustainment, restoration, and modernization support to include the furnishing of all materials, plant, tools, labor costs, and other associated incidentals necessary to complete environmental compliance, evaluation, management and remediation for vertical and horizontal construction inspections, quality assurance and other SRM initiatives as defined in individual Task Orders awarded herein. SRM requires environmental compliance evaluation, remediation and permitting during the preconstruction, construction, and post construction phases.

10.8. Base Support: The Base Support includes an assortment of environmental programs and initiatives supporting a wide variety of critical functions and capabilities to enhance operations and readiness. The Contractor shall provide comprehensive environmental base support. At a minimum, work may include office automation, customer interface, and technical support required for environmental evaluation, compliance, remediation, and management. This could include, but is not limited to, repository maintenance, document, and justification input for procurement actions; assist in monitoring contract durations; database maintenance and input to various enterprise databases tracking programs. General administrative support may include technical assistance in the organization and maintenance of the official filing systems and repository; data gathering and data entry into the various databases. General technical support may include project review, technical document reviews, prepare scope of work and estimates, and prepare statistical reports.

10.9. Chemical Analytical Laboratory Testing: The firm shall clearly demonstrate, through association with qualified subcontractors, specialized experience, and expertise in chemical analytical laboratory procedures including but not limited to : EPA 500 series methods for drinking water, EPA 600 series methods for waste water, toxicity characteristic leachate procedure, microbiological analyses, inorganic analyses, toxicology analyses including bioassays, dioxins/furans, methods for evaluating solid waste, physical/chemical methods, and SW-846. Sediment chemistry analysis shall meet IAW EPA requirements and will be defined in individual Task Orders. Chemical analytical laboratory facilities must participate in the NELAP program and/or DoD ELAP Programs and be accredited by the State of Florida's accrediting authority, Department of Health, for the methods, analyses, and matrices grouped above. Chemical analytical laboratory facilities must demonstrate experience working with projects in the State of Florida and with FDEP. All chemical analyses for projects in Puerto Rico shall be certified by a chemist licensed in Puerto Rico. For Formerly Used Defense Site (FUDS) projects, the Laboratories must participate in Department of Defense Environmental Laboratories Accreditation Program (DoD ELAP).

Chemical analytical laboratories performing analytical testing under this contract shall have the applicable certifications required by the State of Florida's accreditation authority under the National Environmental Laboratory Accreditation Program (NELAP), and DOD ELAP certification for FUDS projects, as applicable, for each analytical method, analytical parameter, and matrix to be analyzed under this contract. In addition, chemical analytical laboratory services are to be provided only by laboratories compliant with the most recently published version of the DOD Quality Systems Manual (QSM), <https://www.denix.osd.mil/portal/page/portal/denix>, and holding a current NELAP accreditation for all appropriate fields of testing as described above. The laboratory shall submit, in a timely manner, self-declaration forms (including supporting documentation), as well as information related to NELAP or DoD ELAP accreditation. Before testing services can be performed by the laboratory, the contracting officer's representative (COR) will notify the candidate laboratory of the acceptability of the declaration and supporting documentation.

Notification shall be provided immediately of any change in status of laboratory operations that may affect on-going compliance with these requirements while engaged in support of USACE contracts. The COR may at any time, conduct audits (including requests for pertinent data or information) that support a chemical analytical laboratory's self-declaration of compliance with this policy. If the COR finds the laboratory noncompliant; alternate, compliant laboratory services shall be utilized, until such time as compliance is again demonstrated. Before performing chemical analytical testing for under this contract, the laboratory shall have access to the approved Quality Assurance Project Plan (QAPP), as applicable.

Chemical analytical testing under this contract shall be conducted in accordance with ER 1110-1-263; USEPA Agency-wide Quality System Documents, [http://www.epa.gov/quality1/qa\\_docs.html](http://www.epa.gov/quality1/qa_docs.html); CERP Quality Assurance Systems Requirements (QASR), [http://www.evergladesplan.org/pm/program\\_docs/qasr.aspx](http://www.evergladesplan.org/pm/program_docs/qasr.aspx); EM 200-1-3, Appendix I; National Environmental Laboratory Accreditation Conference (NELAC), <http://www.epa.gov/nelac/>; MPRSA and EPA regional analytical requirements; and DOD Quality Systems Manual. All chemical analytical samples collected under this contract shall be collected in accordance with the most current techniques contained in the QASR and the FDEP, local SOPs, and accepted UFP-QAPPs. All chemical analytical samples collected under this contract shall be shipped in accordance with applicable U.S. Department of Transportation regulations, USEPA regulations, USACE regulations, State law, and courier regulations. All specified chemical analytical methods refer to the most recent promulgated updates. Associated with most of the specified chemical analytical methods for analyzing samples, there is a sample preparation procedure (e.g., purge and trap, extraction, dilution, digestion, etc.) required for achieving the data quality objectives and for proper introduction of the sample into the analyzing unit. All samples and their associated extracts shall be properly stored and retained for a minimum of sixty days after receipt of the contractor's final report by the Government.

#### 10.9.1 Data Review and Electronic Data Deliverables (EDDs) for Analytical Results:

All electronic data submitted by the Contractor's laboratory is required to be error-free, and in complete agreement with the hardcopy data from the laboratory. Data files are to be delivered both by e-mail and on high density CD accompanying the hardcopy reports, or as required in each individual Task Order. The disk must be submitted with a transmittal letter from the laboratory that certifies that the file is in agreement with hardcopy data reports and has been found to be free of errors using the latest version of the ADaPT evaluation software for CERP projects, and ADR software in FUDSchem for FUDS projects. The Contractor's laboratory, at their cost, will correct any errors identified by the Government.

#### 10.9.2 Data Review and Electronic Data Deliverables (EDDs) for Analytical Results for FDEP projects:

The Contractor and analytical laboratories must institute the use of the FDEP ADaPT software for reporting and performing data review for CERP projects. The ADaPT application is designed to perform compliance screening of the EDD and routine data quality accuracy and precision checks traditionally performed through a manual data review. ADaPT can be download from the FDEP web site.

The Contractor's laboratory shall provide an EDD compliant with the FDEP ADaPT specification. The detailed specification is described in Enclosure 2. An ADaPT EDD will be delivered for each laboratory report, (i.e., Sample Delivery Group).

Data from biological and radiological analyses are not required to be delivered in the ADaPT format; therefore, a manual review of these parameters will be necessary. The primary samples and associated quality control (QC) samples for the biological and radiological samples should be evaluated in accordance with the QAPP and analytical methods against criteria for the aspects (as applicable):

- Adherence to analytical holding times
- Accuracy (matrix spikes, laboratory QC spikes, and surrogate spikes)
- Precision (laboratory duplicates and field duplicates)
- Presence of target analytes in the blanks

The findings associated with the data evaluation process shall be discussed in the report(s) required in each individual Task Order. For the biological and radiological analyses, laboratory data should be reported in an Excel spreadsheet.

In addition to the ADaPT EDDs, all laboratory results must be submitted to the Government in the laboratory's standard data deliverable.

Additional manual review or validation of the data may be requested from the Contractor by the Government. This additional work is project specific and must be established prior to project initiation.

10.9.3 Data Review and Electronic Data Deliverables (EDDs) for Analytical Results for FUDS projects: The Contractor shall be responsible for independent data review of all data in each individual Task Order in agreement with Data Usability Analysis (DUA). The data shall be validated in accordance with EPA 540-R-99-008, EPA 540-R-04-004, and any applicable State and regional requirements. Contractor is required to use FUDSchem for creation and certification of e-QAPP, and electronic data review of SEDD files created by the laboratory.

All laboratory data for samples analyzed by commercial laboratories shall be submitted in the Staged Electronic Data Deliverable (SEDD) format unless the PWS/SOW states otherwise. Details on the SEDD format are provided in SEDD Version 5.2 (or most recent version) <http://www.epa.gov/superfund/programs/clp/sedd.htm>. Use of the Automatic Data Review (ADR) software is mandatory, and use of the Electronic Data Management System (EDMS) are optional. Electronic data deliverables for Chemistry data are required prior to approval of the Final Report. These deliverables shall be reviewed and must be found acceptable for milestone approval. The following files shall be included as required for a complete submittal:

- Library file (e-qapp, must be project specific);
- DTD file;
- SEDD Stage 2A or 2B XML file;
- Post –review ADR files;
- Annotated Error Log; and
- SEDD Stage 1 export file.

## **11. REGULATIONS AND PUBLICATIONS**

11.1 The Contractor must abide by all of the latest applicable regulations, publications, manuals, and local policies and procedures. These include, but are not limited to the following:

OSD Memo: DoD Environmental Laboratory Accreditation Program (DoD ELAP) DEC 2008

DoDM 4715.20 Defense Environmental Restoration Program (DERP) Management MAR 2012

40 CFR 220-229 Marine Protection, Research and Sanctuaries Act

Uniform Federal Policy for Quality Assurance Project Plans (DoD/EPA/DoE joint publication)

DOD Quality Systems Manual for Environmental Laboratories (DoD QSM) (latest version) as referenced in DoD Instruction Number 4715.15

Uniform Federal Policy for Quality Assurance Project Plans (latest version) (DoD/EPA/DoE joint publication) as referenced in DoD Instruction Number 4715.15

U.S. ARMY COPRS OF ENGINEERS (USACE)

HQ USACE Memorandum: HTRW Chemical Data Quality SEPT 2008 Management (CDQM) Policy for Environmental Laboratory Testing

ER 200-3-1 FUDS Program Policy

EM 200-1-6 Chemical Quality Assurance

ER 1110-1-263 Data Quality Management for Hazardous, Toxic, Radioactive Waste Remedial Activities

EP 75-1-3 Recovered Chemical Warfare Materiel (RCWM)

Response EM 1110-1-4009 Ordinance and Explosives Response

Corps of Engineers Manual EM 385-1-1 - Safety and Health Requirements Manual.

Corps of Engineers, Labor Relations Manual ER 1180-1-8.

Quality Assurance Representatives Guide EP 415-1-261, Volumes 1 through 4.

Department of the Army, Engineering Regulation ER 1180-1-6, 30 September 1995 -

Construction Quality Management.

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 540-R-99-008 Contract Laboratory Program National Functional Guidelines for Organic Data Review

EPA 540-R-04-004 Contract Laboratory Program National Functional Guidelines for Inorganic Data Review

EPA 530/F-93/004 Test Methods for Evaluating Solid Waste (Vol. IA, (Rev 0; updates I, IV, IC, and II) and new methods published at II, IIA, IIB, III, IIIA, <http://www.epa.gov/epaoswer/hazwaste/test/new-meth.htm> IIIB, IVA, and IVB)



**12. EXHIBITS AND ATTACHMENTS**

Each task order will be issued with any specific exhibits or attachments that apply to the work being accomplished under the task order in addition to the following:

12.1 Exhibit A – Performance Requirements Summary

12.2 Exhibit B – Deliverables

12.3 Exhibit C – Diagrams, Pictures, and Special Requirement Specifications, etc.

12.4 Exhibit D – Wage Determinations

**EXHIBIT A****Performance Requirements Summary**

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. Task orders are issued with an expanded Performance Requirement Summary as required to be tailored to the specific services in the task order.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The Contractor shall provide environmental studies, investigations, and remedial services. Paragraph 10.3	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 2. The Contractor shall provide environmental compliance services. Paragraph 10.2	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 3. The Contractor shall provide various environmental conservation and pollution prevention services. Paragraph 10.5	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 4. The Contractor shall provide various geotechnical investigation services. Paragraph 10.3.10	The Contractor shall follow approved work plans associated with individual Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance
PRS # 5 The Contractor shall provide laboratory services from qualified laboratories, summarize the QC provided by the laboratories, and provide comparisons of soils, sediments, and water values with standards. Paragraph 10.9	The Contractor shall follow approved work plans associated with individual Task Orders, follow FDEP's and EPA's analytical SOPs, and use certified laboratories as shall be requested in the Task Orders.	Any deviation should be preapproved by the contracting officer in writing. <i>No more than one customer complaint per quarter.</i>	Periodic Surveillance

**EXHIBIT B****Deliverable Schedule**

The specific deliverables and the formats will be described in the individual Task Orders and will typically include work plans, sampling plans, draft and final reports, meeting minutes, sampling data, and field reports. Apart from these there may be other required submittals based on customer requirements. The reporting formats and other details will be described in individual Task Orders.

**EXHIBIT C**

**Diagrams, Pictures, and Special Requirement Specifications**

The specific Diagrams, Pictures and Special Requirement Specifications will be included in individual Task Orders

**EXHIBIT D****Wage Determination**

The specific Wage Determination will be included in the individual Task Orders

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES  
(NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern 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--

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

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

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

(1) The solicitation number; **W912EP22R0009**

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

(i) Availability of requirements documents cited in the solicitation.

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

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

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

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

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

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

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

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

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

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

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for

the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

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

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

(End of provision)

#### **ADDENDUM TO 52.212-1**

##### **Supplement paragraph FAR 52.212-1(b) with the following:**

1. These instructions prescribe the format of the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of all necessary information.

Written Documentation. The proposal shall be prepared in four (4) separate volumes as follows.

- Volume I – Administrative
- Volume II – Technical Approach and Quality Control (Factor 1 and Factor 2)
- Volume III – Past Performance (Factor 3)
- Volume IV – Price (Factor 4)

##### **PAGE LIMITS:**

All volumes shall be submitted in at least size 10 Font, 1-inch margins, single spaced, and letter (8.5 x 11) size pages:

- Cover Pages, Indexes, Tables of Contents. And Tab Dividers will not be counter toward page totals.
- Resumes and Letters of commitment will not count toward page totals.
- SF1449, SF30, and Joint Venture Agreements do not count toward the page totals.

Volume I is limited to 10 pages.

Volume II is limited to 50 pages (25 pages for Factor 1 and 25 pages for Factor 2).

Volume III is limited to ~~30~~ 50 pages.

Volume IV is limited to 30 pages



## PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be submitted electronically in four (4) separate Volumes to the recipient(s) listed below. To ensure the submission is received and processed appropriately, it is important that interested parties carefully ensure their electronic files adhere to the following naming convention: Each filename shall begin with the solicitation number, followed by the name of the offeror, and volume number.

The four (4) electronic files shall be named as follows:

W912EP22R0009\_COMPANY NAME\_VOLUME I  
W912EP22R0009\_COMPANY NAME\_VOLUME II  
W912EP22R0009\_COMPANY NAME\_VOLUME III  
W912EP22R0009\_COMPANY NAME\_VOLUME IV

The only authorized transmission method for a proposal in response to this solicitation is electronically via the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module. **NO OTHER TRANSMISSION METHODS (EMAIL, FACSIMILE, REGULAR MAIL, HAND CARRIED, ETC.) WILL BE ACCEPTED.**

The offeror's proposal must be received by the Government by the date/time specified in the solicitation. Offerors shall submit their proposal via the PIEE website's Solicitation Module using the following link:

<https://piee.eb.mil/>

### **INSTRUCTIONS FOR SUBMITTING AN ELECTRONIC PROPOSAL:**

All proposals shall be submitted electronically through the PIEE website's Solicitation Module. Offerors are limited to five maximum files per upload (total size cannot exceed 1.9GB). If there are a large number of files, offerors may combine or ZIP files before uploading to the PIEE Solicitation Module. Offerors may use compression utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

**File Organization, Formatting, and other instructions.** Submission shall be in Adobe PDF format. Font size shall be 10 or larger. Offerors shall prepare proposals in the English language. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors. Information presented should be organized so as to pertain to only the volume in the which the factor is presented. Information pertaining to more than one evaluation factor should be repeated in the section for each factor.

Include a "File Description" for each file(s) uploaded. The "File Description" will be included in the email notice to each of the recipients chosen to have access the file(s). Do not enter Privacy Act Data (Personal Identification Information (PII)) in the File Description.)

**Upload Completion and Deadline.** Offerors shall submit proposals no later than the date/time specified in the solicitation. The time and date of proposal receipt will be the upload completion/delivery time and date recorded within the PIEE Solicitation Module. Offerors should time their upload effort with prudence by not waiting until the last few minutes—this will allow for unexpected delays in the transmittal process.

### **INSTRUCTIONS TO FOLLOW ON THE PIEE WEBSITE:**

1. Once at the PIEE website, select the Register link or the Start the registration process link. Users shall then select Vendor to register for a PIEE vendor account.

2. Users shall complete all registration steps, then add the necessary roles by completing the following:

- Select SOL - Solicitation from the dropdown.
- Select Proposal Manager (or Proposal View Only).

- Click Add Roles.
- Enter the CAGE Code in the Location Code field, then select Next.
- Enter a justification for access and upload any necessary attachments, then, select Next.
- Verify the information on the Registration Summary page is correct. Then, select Next.
- Review the Statement of Accountability Agreement, then select Signature.
  - The Password Confirmation modal window will appear.
  - Enter password created during registration.
  - Click Submit Registration.
- Users will see a success message that registration was successful. Users will receive a confirmation email shortly afterwards. Once the user account has been activated by an Account Administrator, users can login into PIEE.

3. When completing the proposal upload, the Proposal Manager will be required to access the Solicitation Module in PIEE to search for the Solicitation Number. After entering the Solicitation Number, select Search. From the Search Results screen, the Proposal Manager will be provided with the Solicitation Number, Response Date, Description, Contracting Office Name and the Set Aside category. Clicking on the Solicitation Number link will take the Proposal Manager to a view of the Solicitation. When viewing a Solicitation, the Proposal Manager will have a tab labelled Offer on the Solicitation. Selecting the Offer tab will take the Proposal Manager to a new screen, where they will have the ability to add/post an offer by completing the following:

- Verify the Proposal Manager CAGE Code.
- Select Add Attachment to upload proposal attachments. The Proposal Manager may select Add Attachment to add more attachments, may use the up or down arrows to change the order of the attachments, and may select the X under Action to delete any Attachments improperly added.
- Once completed, the Proposal Manager will select Post Offer.
- Upon selecting Post Offer, the Proposal Manager will receive a success message that the offer was posted.

#### **RECEIPT OF SUBMISSIONS:**

For the purposes of establishing whether a proposal submission is considered timely, the Government considers the date and time the proposal submission is completely uploaded into the PIEE Solicitation Module.

The Government will not be responsible for submissions delivered to any location or to anyone other than those designated to receive proposals. Offerors are responsible for ensuring that proposals are submitted so as to reach the designated location or recipient. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

#### **TECHNICAL INQUIRIES AND QUESTIONS**

##### **INSTRUCTIONS FOR TECHNICAL INQUIRIES AND QUESTIONS**

Technical inquiries and questions relating to this solicitation are to be submitted via Quoter Inquiry in ProjNet at (<https://www.projnet.org>) No Later Than (NLT) **15 November 2022**, Close of Business. To submit and review inquiry items, prospective vendors will need to use the Quoter Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team.

All timely questions and approved answers will be made available through ProjNet.

The Solicitation Number is: **W912EP22R0009**

The Quoter Inquiry Key is: **618E4T-DZ2WP4**

**Specific Instructions for ProjNet Quoter Inquiry Access from ProjNet home page:**

1. Identify the Agency. This should be marked as **USACE**.
2. Email. Enter the email address you would like to use for communication.
3. Key. Enter the **Quoter Inquiry Key** listed above.
4. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
5. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
6. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

**Specific Instructions for Future ProjNet Quoter Inquiry Access from ProjNet home page:**

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. Identify the Agency. This should be marked as **USACE**.
3. Email. Enter the email address you used to register previously in ProjNet.
4. Key. Enter the **Quoter Inquiry Key** listed above.
5. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
6. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

**52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

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

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

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

(End of provision)

**52.212-2 Addendum to EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)****BASIS FOR AWARD**

The award will be made based overall proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to four evaluation factors: Technical Approach, Quality Control, Past Performance, and Price. The Contracting Officer will use a trade-off process to determine which offers represent the best value to the Government. This process allows the Contracting Officer to consider making award to other than the lowest priced offerors or other than the highest technically rated offerors. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Approach evaluation factor. Offerors are cautioned that awards may not necessarily be made to the lowest price offerors or the highest technically rated

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

## 2. EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government evaluators. Proposals will be evaluated based on the factors stated in the solicitation. The responsible offeror whose proposal is most advantageous to the Government will be selected. All responsible offerors whose proposals are among the most highly rated may be included in the competitive range in accordance with FAR 15.306(c) (1) and (2). The Government may reserve the right to limit the number of proposals in the competitive range for purposes of efficiency.

By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. The solicitation does not invite offerors to submit exceptions, any offer that contains exceptions may be rejected. In this solicitation, the words "offer" and "proposal" are used interchangeably (See definition of "offer" at FAR 2.101). Except for any portions of the offeror's proposal incorporated into the resulting contract by specific reference, the terms and conditions included in the solicitation, including any amendments, shall take precedence over offerors' proposals.

### Proposal Evaluation

The Government intends to evaluate proposals and award a contract without holding discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and price standpoint. The Government may reserve the right to conduct discussions if the Contracting Officer later determines them to be necessary. Further, if the Contracting Officer determines that discussions are necessary and if the Contracting Officer determines the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

### Source Selection Decision

The Source Selection Authority, independently exercising prudent business judgment, will make the source selection decision based on the proposal that represents the best value to the Government.

## 3. OTHER GENERAL REVIEW

### Debarment

Offerors will be checked against the System for Award Management (SAM) system to ensure they are not debarred or restricted from doing business with the United States Government. Any offeror who is restricted from doing business with the United States Government will be eliminated without further consideration. Offerors are responsible for determining the responsibility of their prospective subcontractors. Determinations of prospective subcontractor responsibility may affect the Government's determination of the prospective offeror's responsibility. A prospective offeror may be required to provide written evidence of a proposed subcontractor's responsibility (FAR 9.104-4).

### Joint Ventures

Proposals from joint ventures must include a copy of the joint venture agreement, signed by authorized representatives of both parties. ~~If the joint venture involves an 8(a) small business, prior approval by the Small Business Administration is required and must be submitted with the proposal.~~ Offerors are reminded that if it is an 8(a) joint venture, it shall ensure that it complies with the applicable requirements of 13 CFR Part 124. The joint venture must be registered in the System for Award Management website (SAM.gov) as a joint venture in order for award to be made. ~~If using a joint venture Attachment 9 must be filled and submitted.~~

## Price Analysis

Price will be evaluated for fairness and reasonableness through the use of a price analysis. The Contracting Officer will conduct the price analysis in accordance with FAR 15.404-1(b). The price analysis will also check for the appearance of unbalanced line-item prices.

Prices will be reviewed for minor or clerical errors. If necessary, offerors will be afforded an opportunity to resolve any such errors. Any exchange with offerors under this subparagraph shall be for the purpose of clarification (FAR 15.306(a)) and shall not constitute negotiations as defined at FAR 15.306(d). In the event of discrepancy between a unit price and the extended amount, the unit price shall be controlling.

## FACTORS TO BE EVALUATED

Factor 1 – Technical Approach

Factor 2 – Quality Control

Factor 3 – Past Performance

Factor 4 – Price

## RELATIVE IMPORTANCE OF FACTORS

The importance of non-priced factors are listed in descending order of importance.

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

## VOLUME I – ADMINISTRATIVE.

- a. Request for Proposals. The offeror shall include a copy of the completed SF 1449 (pages 1 and 2), with a signature of a corporate officer authorized to negotiate for the company. Include proposed discount terms in Block 12 and the name of the company, address, phone number in Block 17a.
- b. Acknowledge any amendments to the solicitation by signing and returning page 1 of the SF30, if any are issued.
- c. The offeror shall submit a completed copy of FAR 52.212-3 (Alternate I), Representations and Certifications – Commercial Items.
- d. Offerors submitting an offer as a joint venture must provide a written copy of the joint venture agreement with the initial proposal. The joint venture agreement must be executed by both parties. The joint venture must be registered in the SAM system as a joint venture in order for an award to be made. For 8(a) Joint Ventures, the offeror shall also submit evidence that it has notified and discussed the proposed Joint Venture with its SBA Services office. In addition, the Standard Form 1449 as well as all future documents (task orders, etc.) must be executed by both principles.

## VOLUME II – TECHNICAL APPROACH AND QUALITY CONTROL

### FACTOR SUBMISSION REQUIREMENTS AND EVALUATION METHODS

The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified and shall address all evaluation factors to be considered for award. The proposal must demonstrate to the Government's satisfaction that the offeror will provide services that will satisfy the solicitation requirements.

## FACTOR 1 – TECHNICAL APPROACH

### Submission Requirements

Offerors shall submit detailed Technical Approach based on the provided Mock Task Order Performance Work Statement (PWS). Factor 1 Technical Approach shall be provided in a narrative format, shall not exceed 25 pages, and shall utilize Times New Roman, Size 10 font. The page limit includes the back of a page if it contains information. Any cover page and table of contents do not count towards the 25-page limit.

Technical Approach shall include the following:

- A narrative, step by step explanation of how the offeror will accomplish all required tasks (see Mock Task Order PWS).
- Consideration of performance risks.
- Proposed staffing and skill level (including resumes).
- The offeror shall submit their Staffing Chart and should clearly identify the appropriate task(s) based on identified standards in the ~~base contract PWS and~~ Mock TO PWS.
- Use of sustainable practices.
- Activity-based schedules which demonstrate that the offeror could complete all required tasks within the required timeframe.
- The offeror shall describe those tasks that will be subcontracted, if any. (If subcontractor is proposed also include Attachment 5).

### Evaluation Method

Evaluators will determine the level of understanding and expertise each offeror has with providing Environmental Remediation Services by evaluating offerors' Technical Approach to completing all tasks required in the Mock Task Order. The basis for this determination will be based on offerors' responses to each item listed above under Submission Requirements.

In responding to this factor, the objective should be to clearly explain to the technical evaluators how the offeror plans to successfully accomplish all tasks required in the Mock Task Order. See "Technical Ratings" below.

## FACTOR 2 – QUALITY CONTROL

### Submission Requirements

Offerors shall submit detailed Quality Control based on the provided Mock TO Performance Work Statement (PWS). Factor 2 Quality Control shall be provided in a narrative format, shall not exceed 25 pages, and shall utilize Times New Roman, Size 10 font. The page limit includes the back of a page if it contains information. Any cover page and table of contents do not count towards the 25-page limit.

Offerors shall submit a general Quality Control Plan to support your response the provided Mock TO. The submitted Quality Control Plan should include the following:

- A detailed description of the offeror's Quality Control Organization specific to Environmental Remediation Services.
- An organizational chart with lines of authority.
- Description of Quality Control Manager(s) responsibilities.
- Deficient performance tracking.
- Corrective action procedures.
- Reporting procedures.

### Evaluation Method

The submitted Quality Control Plan will be evaluated based on the feasibility of the plan as well as how well the plan is designed to address quality control per the Mock TO requirements.

In responding to this factor, the objective should be to clearly explain how the offeror will ensure adequate quality control during the execution of Environmental Remediation Services. See “Technical Ratings” below.

#### TECHNICAL RATINGS (FACTOR 1 AND FACTOR 2)

##### Combined Technical/Risk Rating Method:

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

#### TECHNICAL APPROACH RATINGS DEFINITIONS

**Deficiency** - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**Weakness** - A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness** - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

**Strength** - Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal, or increases the probability of successful performance of the contract.

**Significant Strength** - A significant strength appreciably enhances the merit of a proposal or appreciably enhances the

probability of successful contract performance.

Deviation - Proposal implies or specifically offers a deviation below the specified criteria. The offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

#### Technical Risk Rating

Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

**NOTE: To receive consideration for award, a rating of no less than Acceptable must be achieved for all evaluation factors.**

#### FACTOR 3 – PAST PERFORMANCE

##### Submission Requirements

Offerors are required to provide at least two (2) but not more than five (5) examples of services provided in the last ten (10) years which demonstrate the offeror's extent and record of Environmental Remediation Services performance and experience on recent, relevant projects. If an offeror submits more than five (5) examples, only the first five (5) will be evaluated. Offerors shall utilize one NAVFAC/USACE Past Performance Questionnaire (see Attachment 1), completed and signed by a point of contact (POC) for each submitted past performance. ~~All pages of each NAVFAC/USACE Past Performance Questionnaire must be initialed and dated on the bottom right hand corner by the POC.~~ Failure to provide a completed and signed NAVFAC/USACE Past Performance Questionnaire for each project as described above may be noted as a weakness. If a Contractor Performance Assessment Reporting System (CPARS) evaluation, Past Performance Information Retrieval System (PPIRS) evaluation or official performance evaluation from a non-federal entity is available for a submitted past performance, the CPARS, PPIRS or official performance evaluation from a non-Federal entity may be submitted in lieu of the completed NAVFAC/USACE Past Performance Questionnaire. ~~If using a subcontractor past performance shall submit it with a Letter of Commitment (Attachment 5) from the subcontractor.~~



**Any Past Performance projects submitted for this solicitation shall be at least 75% completed based on the Period of Performance. Any project submitted that is less than 75% completed will not be evaluated.**

A POC is defined as an individual that can verify the successful completion of the services provided.

If the offeror is unable to obtain a NAVFAC/USACE Past Performance Questionnaire completed by a POC before the proposal due date, the offeror shall complete and submit with the proposal the first page of the questionnaire (Blocks 1 – 7) including the POC's contact information. It is the offeror's responsibility to ensure that the POC information is current and correct. The POC identified in Blocks 1 – 7 should also be familiar with the performance they are being asked to verify and informed that they will be contacted by the Government to verify past performance.

The Government may obtain copies of all CPARS and/or PPIRS evaluations available for the offeror.

#### Evaluation Method

The past performance evaluation is an assessment of the offeror's probability of meeting the solicitation requirements. The assessment considers each offeror's demonstrated recent and relevant past performances in supplying services that meet the solicitation requirements. There are two aspects to the past performance evaluation.

The first aspect of the past performance evaluates how relevant the offeror's past performance is to the effort to be acquired. Relevancy will be determined based on the timeframe and the level of similarity between the offeror provided demonstrated experiences and the solicitation requirements.

The second aspect of the past performance evaluation is to determine how well the contractor performed. This will be determined by utilizing the completed NAVFAC/USACE Past Performance Questionnaires, CPARS, PPIRS or official performance evaluation from a non- Federal entity. The POC noted on each NAVFAC/USACE Past Performance Questionnaire will be contacted to verify the past performance ratings provided. If the POC cannot be contacted, the past performance rating will be noted as "Unknown". It is the offeror's responsibility to ensure that the POC's contact information is current (i.e., names, addresses, telephone numbers and email addresses). The POC should be familiar with the performance they are to verify and be aware that they will be contacted by the Government.

Once the Relevancy Ratings are assigned and Past Performance Ratings are verified, the Government will conclude with a performance confidence assessment based on the results. This performance confidence is the level of risk associated with the offeror as it relates to the probability that the offeror will successfully perform the services described in the solicitation (see Performance Confidence Assessments Definitions below).

#### Past Performance Relevancy Ratings:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**Performance Confidence Assessments:**

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

In the case of an offeror without a record of recent/relevant past performance, or for whom information on past performance is not available, or so sparse that no meaningful past performance rating can be assigned, you must evaluate the offeror's lack of past performance as "Neutral Confidence", having no favorable or unfavorable impact on the evaluation.

**FACTOR 4 – PRICE**

The Price Factor is not rated. It is evaluated for reasonableness. Offerors are advised that their business decision to submit a low-priced proposal can be considered in assessing their understanding or the risk associated with their proposal. All evaluation factors other than price, when combined, are significantly more important than price. In order to ensure reasonableness of the offered price, the Contracting Officer may use different analytical techniques in accordance with FAR 15.404-1.

**Submission Requirements**

The offeror shall submit the following price and price related information: Proposal Data Sheet (Attachment 2).

Completed Standard Form 1449 (Solicitation/Contract/Order for Commercial Products and Commercial Services), Price Exhibit A (Contract Discipline Rates) and Attachment 8 for the Mock Task Order Pricing Proposal Sheet (Based on Rates proposed in Price Exhibit A).

#### Evaluation Method

The Proposal Data Sheet (Attachment 2) is not considered for evaluation but is required as part of the Offeror's proposal.

The completed Standard Form 1449, Price Exhibit A and Attachment 8 for the Mock Task Order Pricing Proposal Sheet will be checked for minor clerical errors and/or mistakes. After resolution of minor or clerical errors and/or mistakes, the Government will perform a price analysis on all proposals received. Price analyses will be performed in accordance with FAR 15.404-1; price reasonableness will be established for the rates provided in Price Exhibit A as well as the Attachment 8 for the Mock Task Order. The level of effort, mix of proposed labor, and other direct costs (subcontractors, travel, etc.) proposed in the Attachment 8 for the Mock Task Order will also be reviewed for feasibility and reasonableness.

~~The offeror shall submit a completed copy of FAR 52.212-3 (Alternate I), Representations and Certifications—Commercial Items. If the offeror has completed the Online Representations and Certifications Application at <http://www.sam.gov/>, the offeror shall indicate such on the FAR clause.~~

The Determination of Responsibility Form (Attachment 3) is not considered for evaluation but is required as part of the offeror's proposal. In addition to other proposal information, the Contracting Officer shall use the information provided in the Determination of Responsibility Form in making an affirmative responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

#### 252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS-- PARTNERSHIP AGREEMENT (OCT 2019)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA.
- (3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by:

~~U.S. Small Business Administration  
North Florida District Office (NFDO)  
7825 Baymeadows Way, Suite 100B  
Jacksonville, FL 32256~~

#### ~~(WILL BE CHANGED TO AWARDEES SBA OFFICE UPON AWARD)~~

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Unless SBA has waived the requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause in accordance with 13 CFR 121.1204, a small business concern that provides an end item it did not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers, see paragraph (d)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced by small businesses in the United States or its outlying areas.

(3) The requirements of paragraphs (d)(1)(i) through (iii) and (d)(2) of this clause do not apply to construction or service contracts.

(e) The \_\_\_\_ [insert name of SBA's contractor] will notify the \_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

(End of Summary of Changes)