

PERFORMANCE WORK STATEMENT

I. OVERVIEW

This is a non-personal services agreement to provide structural engineering support services. The Government will not exercise any supervision or control over contractor support personnel. Such support personnel providers shall be accountable solely to the Contractor who, in-turn is responsible to the Government as defined in this Performance Work Statement (PWS). The Contractor shall perform to the standards herein.

II. BACKGROUND

<Enter agency and mission and brief background. The following is sample text> is an independent federal agency charged with investigating and determining the cause or probable cause of industrial chemical incidents resulting from the accidental release of a regulated or extremely hazardous substance into the ambient air. The mission of the <agency> is to drive chemical safety change through independent investigations to protect people and the environment. The Agency was created by the Clean Air Act Amendments of 1990, and was first funded and commenced operations in 1998. The agency's core mission activities include conducting incident investigations; formulating preventive or mitigative recommendations based on investigation findings and advocating for their implementation; issuing reports containing the findings, conclusions, and recommendations arising from incident investigations; and conducting studies on chemical hazards.

III. SCOPE OF WORK

The Contractor shall provide structural engineering services to assess the structural hazards within damaged areas of a facility following a chemical incident that may have involved structural damage, identify a safe path(s) of entry for the Government investigation team into areas of interest, and provide an ongoing structural assessment for the Government investigation team during the course of their work. Additional tasks based on the Contractor's expertise may be required after field activities are completed.

IV. TASKS

The Contractor shall have the ability to perform the following tasks. All tasks may not be required for each incident. The Government will determine the specific services to be performed by the Contractor at each incident location.

1) Pre-Entry Activities

- a) Contractor shall assist in evaluating the structures of interest and brief the Government investigation team on the overall building construction and its original structural system, areas of severe and moderate structural damage, its overall safety, and the likely structural hazards.
- b) Contractor shall assess and report to the Government investigation team if the structure is safe to enter. If so, the Contractor shall assist in identifying safe entry paths for the investigation team into the area of interest. In the event there is no safe entry path, Contractor shall assist in identifying mitigative work required to provide for a safe entry path into the area of interest.

2) Field Work

- a) The Contractor shall assist in re-evaluating and reporting the potential structural hazards of all areas where the Government investigators and Contractors will enter. Contractor shall assist in identifying any changes that have occurred in the structure since the previous entry

- and make a determination if those changes warrant a change in entry plans.
- b) For each day of entry, Contractor shall assist in providing a safety briefing to the Government investigation team who will either be entering the site or will be immediately outside the entry point(s) to ensure that: all roles and responsibilities are defined; all safety hazards are identified and steps for mitigation of those hazards are understood; and emergency response and rescue procedures are known.
 - c) The Contractor shall assist the Government investigation team during each site entry, conduct continual interior observations, and provide recommendations on the relative structural risk of entry points and interior routes within the site.
 - d) The Contractor shall assist in revising the entry plan or checklist as needed in response to changing site and environmental conditions or any other factors that may warrant the revision.
- 3) Aerial Photography and Videography via Drone
- a) Contractor may be required to provide the personnel and equipment necessary to provide aerial photography and videography.
 - b) Contractor may be required to utilize aerial drones to generate data needed for the safe entry or for the investigation in general.
- 4) Consulting Services
- a) The Contractor may be required to perform consulting services related to building codes and/or damage assessments at the facility and other relevant standards and documents.
 - b) The Contractor may be required to assist in drafting a report describing the structural integrity issues on-site of an investigation incident. At a minimum, the report shall include a description of the analysis performed, findings, and conclusions.
 - c) Contractor may be required to consult with the Government on additional investigation discoveries where needed, as well as review and provide expert analysis and feedback regarding any written products provided by the Government as requested and as determined by the investigation.
 - d) The Contractor shall assist in developing drawings for use in protocols or work products, review standards (building construction type issues), review protocols for entry, testing, evidence preservation, evidence retrieval, and other related services as required.
- 5) Team Support
- a) As determined by the Government, the Contractor shall attend meetings via phone, internet, or in-person.
 - i) Meetings from task one and two shall occur before the team arrives at the incident location and will occur as needed.
 - ii) Meetings from task 4 shall occur as needed and shall be based on the complexity of the project. It is estimated to have five to six meetings of one (1) hour in length for each assigned task; however, further information will be provided during the investigation.

V. MINIMUM QUALIFICATIONS

The Contractor shall have the necessary skill and personnel to conduct the scope as described in section IV above. Any Contractor personnel that attend meetings at agency headquarters shall be required to speak, read and write English. Contractor personnel in support of the tasks under this contract shall have, at a minimum, the following experience and credentials:

- a. Contractor personnel shall possess or acquire any training or certifications needed to enter chemical facilities, where necessary;
- b. A degree in Civil Engineering or Structural Engineering and must have professional engineering licensure;
- c. At least five years of structural engineering experience and must be able to provide

- damage assessments of industrial facilities that have experienced damage from chemical incidents;
- d. At least five years of experience assessing the structural integrity of facilities that have experienced severe damage;
- e. The training and equipment necessary, where required, to wear a respirator within the facility;
- f. The required training, certifications, and licenses to record aerial images via unmanned aerial vehicles (drones).

VI. DELIVERABLES

The Contractor shall have the ability to provide the following deliverables. All deliverables may not be required for each incident. The Government will determine the specific deliverables to be provided by the Contractor at each incident location.

(1) Reports

- (a) Task #1: The contractor shall provide the investigation team with written analysis for safe access into the incident location. The analysis should clearly describe:
 - (i) building construction and its original structural system
 - (ii) areas of severe and moderate structural damage
 - (iii) the building's overall safety
 - (iv) likely structural hazards
 - (v) areas where mitigation can occur to limit the hazards to investigators
- (b) Task #2: The Contractor may be required to provide written safety plans to investigators that detail all roles and responsibilities of those entering the site, all safety hazards identified, the hazard mitigation plan, and the emergency response and rescue procedures.
- (c) Task #3: The Contractor shall provide all necessary pictures and video files obtained via drone to the Government when necessary.
- (d) Task #4: The Contractor shall be required to provide a written report based on the findings of this task.

VII. PROGRESS MEETINGS

The Contractor agrees to attend progress meetings. The Contracting Officer (CO) or Contracting Officer's Representative (COR), and other Government stakeholders, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the CO or COR will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, are being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

VIII. PROGRESS REPORTS

At the request of the COR, the Contractor shall provide progress reports. At the COR's discretion, these reports may be submitted orally or in writing. If written, each report shall include the following information to the extent to which it is applicable for the reporting period:

- a. Summary of task assignments finished, and deliverables completed and delivered, during the reporting period.
- b. Summary of labor hours expended and hourly fees billed, for the reporting period and cumulatively; and
- c. Itemized summary of any non-labor costs billed to Government for the

reporting period and cumulatively.

In addition to progress reports, the Contractor shall promptly report to the COR any noteworthy accomplishments, significant problems, and/or other matters requiring immediate attention. The COR may ask the Contractor for informal, ad hoc progress updates at any time.

IX. CONTRACT TYPE

The Government anticipates awarding a Labor Hour Contract with Fixed-Rate Labor and Testing Services Contract Line Item Numbers (CLINs) and Travel Cost Reimbursable CLINs.

X. FEDERAL HOLIDAYS (to be observed during execution):

The contractor is not required to perform services on Federal holidays:

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

In some instances, work may be required on a Federal holiday and will be directed by the COR, if required.

XI. PERIOD OF PERFORMANCE

The period of performance is anticipated to include one (1) 12-month base period and two (2) 12-month option periods.

XII.PLACE OF PERFORMANCE AND HOURS OF OPERATION

The work to be performed under this contract shall be performed at the Contractor's location, the incident site, or other sites identified by the Government. Meetings may also be held at agency headquarters in Washington, DC at <address>.

Working hours will typically be between 8 a.m. and 5 p.m. Monday through Friday. Dependent on the incident, work may be required at night and on weekends.

XIII. TRAVEL

Travel shall be required as a result of this agreement. The locations will be determined based on the needs of the Government. All Travel shall be approved by the COR prior to any travel occurring. Travel is reimbursable and shall be paid within the per diem set within the Federal Travel Regulation (FTR) located at: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation-fttr/d25e240#d25e243>.

XIV. QUALITY ASSURANCE SURVEILLANCE PLAN

Task Area	Performance Standard	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive/ Disincentive
Reports	Contractor shall provide accurate and complete reports delivered to the COR on the agreed-upon delivery date.	Accurate and complete based on task.	100% Inspection by COR.	Incentive: Consistently meets/exceeds AQL, favorable comments may be documented on Past Performance Disincentive: If Contractor does not consistently meet AQL, unfavorable comments may be documented on Past Performance.

XV. PAYMENT

The Contractor shall invoice the <enter agency> monthly in arrears. Payment of invoices will be authorized upon the determination by the COR that the deliverables covered by the invoice have been received and meet the requirements set forth in this performance work statement. All payments will be made using electronic transfer through the Invoice Processing Platform (www.ipp.gov). Contractor must be registered in the System for Award Management (SAM) database (www.sam.gov) to receive payment. Payment of each invoice will be authorized upon the COR's determination that the work covered by the invoice has been performed and received, and meets the requirements set forth in this statement of work.

XVI. CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the appointed Contracting Officer on any contract modifications, change orders, letter or verbal direction (other than direction within the scope of the COR's authority) to the Contractor be effective or binding upon the Government. All such actions must be formalized by the proper contract modification executed by the appointed Contracting Officer. The Contractor is hereby put on notice in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation.

XVII. CONFIDENTIALITY

Prior to commencing performance, the Contractor will be required to complete a confidentiality agreement.

XVIII. ADDITIONAL TERMS

Performance under this agreement is subject to the following additional terms, which are hereby incorporated into the agreement. For purposes of this entire section (1-7), the term "contractor" applies to *any person* who provides services for the under this Agreement.

1. Public Release of Information

Contractor shall submit any proposed public release of information pertaining to its work for the <enter agency> to the General Counsel or, in the absence of a General Counsel, an equivalent-level attorney of the <enter agency> for approval prior to release. Contractor shall release no such information without prior written approval from the <enter agency> General

Counsel or, in the absence of a General Counsel, an equivalent-level attorney.

2. Personnel Security Requirement

Contractor, and Contractor personnel assigned to perform work for the <enter agency> , shall execute a non-disclosure agreement as a condition for granting Contractor, and its personnel, access or potential access to confidential information.

3. Contractor Testimony

Contractor shall immediately report to the General Counsel of the <enter agency> or, in the absence of a General Counsel, an equivalent-level attorney any and all requests for the testimony of Contractor and/or its personnel, and any intention to testify as a witness relating to: (a) any work required by and/or performed for the agency; (b) any information or data produced by Contractor in the course of its work for the agency; or (c) any information provided by any individual or entity to assist Contractor in performing work for the agency. All requests for testimony of Contractor and/or its personnel that fall within the scope of 40 C.F.R. Part 1611 shall be handled in accordance with the provisions of that regulation.

4. Organizational Conflicts of Interest

- a. Contractor, its personnel, and any other person or entity performing work for Contractor on behalf of the agency, shall execute a certification of non- conflict of interest. Such executed certification constitutes the signatory's acknowledgement that he/she has read and understands the requirements of this clause and agrees to abide by its terms.
- b. Contractor and its personnel performing work for the agency under this agreement should not be placed in a conflicting role because of current or planned interests (whether legal, financial, contractual, organizational, or otherwise), which relate to the work performance under this agreement, nor should Contractor obtain an unfair competitive advantage over other parties by virtue of its performance under this agreement.
- c. Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or in the alternative, warrants that it has fully disclosed all such relevant information. Additionally, during the term of this agreement, the Contractor agrees to forego entering into any other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this agreement. Contractor shall ensure that all agents, employees, and subcontractors retained for any purpose under this agreement abide by the provisions of this entire clause. If Contractor has reason to believe, with respect to itself or any of its agents, employees, or subcontractors, that any proposed contractual arrangement with any firm or organization may involve a potential conflict of interest, Contractor shall obtain the written approval of the Contracting Officer and the General Counsel or, in the absence of a General Counsel, an equivalent-level attorney of the <enter agency> before the execution of such contractual arrangement.
- d. Contractor further agrees that if, after it commences work for the agency, it discovers organizational conflicts of interest with respect to this agreement, and it shall make an immediate and full disclosure in writing to the Contracting Officer and the General Counsel or, in the absence of a General Counsel, an equivalent-level attorney of the <enter agency> . It is agreed that this disclosure will include a description of the action that Contractor has taken or proposes to take to avoid or mitigate the conflicts. Contractor shall continue performance until notified by the Contracting Officer of any contrary and/or supplemental action to be taken.

- e. It is the specific responsibility of the Contractor to ensure that any and all subcontractors, and any subcontractors' employees, are free from conflicts of interest. Contractor warrants that no subcontractors already identified, or any of their subcontractors' employees, have an identifiable conflict of interest. It is further agreed that, in the event a conflict of interest is discovered after award of the subcontract, the same rules for disclosure, and all of the same remedies open to the agency, described below, remain binding. Contractor further agrees to insert in each subcontract or agreement done in furtherance of this agreement, provisions which shall conform substantially to the language of this entire clause.
- f. Contractor specifically agrees not to assign or otherwise place any of its employees who performed a temporary assignment for the <enter agency> under this agreement to perform another assignment or otherwise work for an individual or entity that is the subject of an open <enter agency> investigation that was open during the Contractor employee's assignment to the agency, or that is an adverse party to the agency in a pending matter that was pending during the Contractor employee's assignment to the agency, for as long as such investigation is open or such matter is pending. Contractor further agrees not to assign or otherwise place any of its employees who performed a temporary assignment for the agency under this agreement to perform another assignment or otherwise work for an individual or entity that represents an individual or entity of the kind described in the preceding sentence, for as long as such investigation is open or such matter is pending, unless the Contractor employee and the individual or entity performing the representation enter into, and submit to the agency, an agreement screening the Contractor employee from participation in such investigation matter. The preceding provisions do not supersede or supplant any greater restriction placed upon a Contractor employee by applicable rules of professional responsibility or conduct.
- g. For breach of any of the above restrictions, or for intentional non- disclosure or misrepresentation of any relevant conflicts of interest required to be disclosed concerning this agreement, or for such erroneous representations that necessarily imply bad faith, the agency may terminate the agreement for default, disqualify Contractor from subsequent contracts, refer Contractor employees to appropriate professional disciplinary authorities, and/or pursue other remedies permitted by law or this agreement. Notwithstanding these remedies, however, the agency may always terminate the agreement for convenience, in whole or in part, if termination is in the best interests of the Government.

5. Proprietary Rights

Contractor agrees that all property rights, including publication rights, in the information and materials produced by Contractor for the <enter agency> shall vest in the Government.

Information and materials shall include, but not be limited to: final deliverables, progress reports, source data, plans, systems analyses, reports, extracts, test data, and procedures. Contractor shall not publish any of the results of its work for the agency without the prior written approval of the General Counsel or, in the absence of a General Counsel, an equivalent-level attorney of the <enter agency>.

6. Prohibition of Personal Services Contract

The use of personnel under this contract will not create an employer- employee relationship between the agency and the contractor personnel. The Contractor is at all times the legally responsible employer of any personnel assigned to the agency under this contract. The Contractor --not the agency -- will recruit, test, hire, train, assign, pay, provide benefits and leave to, and as necessary, address performance problems, discipline, and terminate its employees. Personnel supplied to the agency under this contract will not be considered

Federal employees for any purpose, will not be regarded as performing a personal service, and will not be eligible for civil service employee benefits, including retirement.

7. Records Management

a. Applicability

This section (7.a-7.d) applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section b, regardless of the medium in which the record exists.

b. Definitions

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record specifically includes <enter agency> records, and includes Contractor records created, received, or maintained by Contractors pursuant to this contract.

c. Requirements for Federal Records

Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

<Enter agency> and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of <enter agency> or destroyed except for in accordance with the provisions of the agency or NARA records schedules and with the written concurrence of COR and pertinent records custodian. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the COR. The agency must report promptly to NARA in accordance with 36 CFR 1230 The Contractor shall immediately notify the appropriate COR upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non- public

information is limited to authorized agency personnel as described by the COR in writing. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected.

The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the COR. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to <enter agency> control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the COR.

Destruction of records is EXPRESSLY PROHIBITED unless in accordance with federal law and the terms of this contract.

The Contractor is required to obtain the COR's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any subcontractor) is required to abide by Government and <enter agency> guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with agency policy.

The Contractor shall not create or maintain any records containing any non-public agency information that are not specifically tied to or authorized by the contract.

The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

The <enter agency> owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which <enter agency> shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227- 11 through FAR 52.227-20.

d. Training.

All support personnel assigned to this contract who create, work with, or otherwise handle records are required to take <enter agency>-provided records management training. The COR is responsible for confirming training has been completed according to agency policies, including initial training and any refresher training.

e. Flow-down of requirements to subcontractors

The Contractor shall incorporate the substance of this section (7a.-7d.), its terms and requirements including this paragraph, in all subcontracts or agreements under this contract, and require written subcontractor acknowledgment of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

ATTACHMENTS:

Attachment A: Pricing Worksheet

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor Hour Task Order with Fixed-Rate Labor and Testing Services Contract Line Item Numbers (CLINs) and Travel/ODC Reimbursable Not-To-Exceed (NTE) CLINs resulting from this solicitation.

NOTICE TO FIRMS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

In accordance with FAR 9.405, offers are not solicited from firms debarred, suspended, or proposed for debarment. Ineligible firms shall consider this an informational copy only.

QUOTATION INSTRUCTIONS

The Offeror assumes full responsibility for ensuring all electronic materials and attachments submitted are formatted in accordance with the Bureau of the Fiscal Service Security Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered:

.bat, .cmd, .com, .exe, .pif, .rar, .scr, .vbs, .hta, .cpl, html, and mhtml files.

The Government does not allow 3rd party messaging systems/secure mail, other than when authorized by the Government. In those cases, the Government's 3rd party message system will be used when requested.

Microsoft Office non-macro enabled compatible documents and PDF documents are acceptable. If the Offeror determines that other formats are necessary, it is the Offeror's responsibility to verify with Fiscal Service that those formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non-responsive.

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation:

PII NOTICE:

Offerors shall, in relation to providing clear and sufficient information that their personnel meet the minimum qualifications stated in the PWS/SOW/SOO:

1. NOT send by email a copy of an identification card with a photograph such as a driver's license, social security card, or passport, or prior government security clearance documents, etc., and NOT include their physical home and mailing address, social security number, etc. in their supporting resumes and education attainments.
2. Mark out with permanent black marker their physical or mailing address in their educational attainments, leaving the individual's name on the document(s).
3. NOT include any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual that would be considered Personally Identifiable Information (PII).
 - a. Examples are, but not limited to, education attainment documents that contain the individual's name and home address, financial transactions, medical history, and

criminal or employment history and information; which can be used to distinguish or trace an individual's identity, such as their name, social security number, national ID number, date and place of birth, mother's maiden name, biometric records, photograph, physical home and/or email address, phone number, driver's license, etc., including any other personal information which is linked or linkable to an individual.

- (a) Price shall be shown in U.S.dollars with a maximum of two decimal points.
- (b) Include the following:
 - 1) Per unit and extended pricing for each item.
 - 2) DUNS # _____
 - 3) Payment Terms _____
 - 4) Contractor License/subscription agreement (if applicable)
 - 5) Customer Account Number _____
 - 6) Completion of 52.204-24 (d) and 52.209-2.

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

Basis for Award

The Government will award a task order 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 factors detailed below are listed in order of importance and shall be used by <enter agency> to evaluate non-priced and priced factors.

- Factor 1: Technical Approach
- Factor 2: Minimum Qualifications
- Factor 3: Past Performance (and relevant historical safety records)
- Factor 4: Price

All proposals shall use 12-point font in either Arial, Calibri, or Times New Roman fonts. Page limits are listed with each Volume and are not-to-exceed; each Volume must be submitted as separate files (preferably PDF). Non-Price factors, when combined, are weighted more than price.

The solicitation instructions to offerors for this factor are as follows:

Volume I: Non-Price Factors (25-page Limit)

Factor 1: Technical Approach

This is a description of the general approach, methods, tools and techniques the Offeror will use in performing the services of each task in the Performance Work Statement (PWS). At a minimum, the Offeror's technical proposal shall include information about the following areas:

- 1) Proposed overall technical approach - to include a discussion of: the PWS' background, objectives and requirements, how the Offeror will approach the PWS tasks below, and any limitations deemed relevant, as analyzed and understood by the Offeror;

PWS Tasks:

- 1. Pre-Entry Activities

2. Field Work
3. Aerial Photography and Videography via Drone
4. Consulting Services
5. Team Support

2) Discussion of anticipated major difficulties, risks and problem areas, along with potential recommended approaches for their resolution; and

3) Discussions of any assumptions or exceptions to the requirements and their impact.

Factor 2: Minimum Qualifications

The Offeror shall provide a staffing plan that describes, at a minimum, personnel roles and responsibilities, resumes of personnel anticipated to perform the PWS tasks, and approach per task area. The staffing plan shall address how the Offeror will ensure continuity of service throughout the life of the contract. The minimum required staffing qualifications include:

The Contractor shall have the necessary skill and personnel to conduct the scope as described in Factor 1 above. Any Contractor personnel that attend meetings at agency headquarters shall be required to speak, read and write English. Contractor personnel in support of the tasks under this contract shall have, at a minimum, the following experience:

- a. Contractor personnel shall possess or acquire any training or certifications needed to enter chemical facilities, where necessary;
- b. A degree in Civil Engineering or Structural Engineering and must have professional engineering licensure;
- c. At least five years of structural engineering experience and must be able to provide damage assessments of industrial facilities that have experienced damage from chemical incidents;
- d. At least five years of experience assessing the structural integrity of facilities that have experienced severe damage;
- e. The training and equipment necessary, where required, to wear a respirator within the facility;
- f. The required training, certifications, and licenses to record aerial images via unmanned aerial vehicles (drones).

Factor 3: Past Performance

The offeror shall submit (3) three relevant past performance references with relevant historical safety records, if applicable.

Volume II Pricing/Cost Proposal (5-Page Limit)

Factor 4: Price

The Government will make an award resulting from this solicitation to the responsible Offeror(s), whose offer(s) 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 for which the non-price factors are listed in descending order of importance; Technical Approach and Minimum Qualifications is considered of more importance than Past Performance. The non-price factors, when combined, are significantly more important than price. The Offeror shall submit a cost proposal for all items/services required in the PWS and consistent with Attachment A – Pricing Worksheet.

Offer Evaluation Method

Factor 1: Technical Approach

The Government will evaluate the degree to which the offeror's technical approach demonstrates an understanding of the requirement of the PWS, the creativity and breadth of the examples provided, and the ease of finding and viewing information. Demonstration of the understanding of methods necessary for satisfying the service requirements of the PWS.

The technical information must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed service approach will have the necessary technical understanding available to be carried out in a valid and practical manner. The technical information must be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope and type outlined in the PWS.

Technical Factors - Adjectival Scale

The Government will evaluate the technical proposal in accordance with the following adjectival scale:

Adjectival Rating	Description
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

Factor 2: Minimum Qualifications

The Government will evaluate the Offeror's selection of personnel. The Government will evaluate the Offeror on the availability, accessibility, years of relevant experience and qualifications/substantive knowledge of the proposed personnel relative to the tasks set forth in the PWS. The Government will evaluate the expertise and skills of proposed personnel in successfully delivering the services required. A higher rating may be earned for demonstrated strength(s) (i.e. those personnel in which demonstrate experience and qualifications/substantive knowledge that exceed the abilities required to successfully manage and perform the requirements in which they have been identified as supporting for this requirement).

Factor 3: Past Performance

The Government will evaluate Past Performance adjectivally with the following scale: Satisfactory, Neutral, or Unacceptable. An offeror shall only receive an Unacceptable rating for relevant negative safety records.

The Government reserves the right to obtain information for use in the evaluation of past performance and historical safety records from any and all sources, including sources outside of the Government. The following items will be considered when assessing past performance: Relevance, Quality of Service, Timeliness of Performance, Safety Records, and Customer Satisfaction.

The Government will evaluate the Offeror's recent and relevant past performance on how well it is directly related to the requirements of the PWS. Past performance information will be evaluated to assess any

risks to the Offeror's ability to successfully perform the requirements of this solicitation.

If no relevant experience is provided, this factor will receive a neutral rating. In conducting the past performance assessment, the Government will use the data provided in the Offeror's quote as well as information obtained from the Contractor Performance Assessment Reporting System (CPARS) and other sources.

Factor 4: Price

All proposed prices will be analyzed for completeness, reasonableness, and best value to the Government.

The Contracting Officer may consider award to other than the lowest price Offeror or other than the highest technically rated Offeror when in the best interest of the Government. The Government will conduct the best value analysis using the factors listed. In performing its best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal(s) offers the overall best value. This effort will include comparing the strengths, weaknesses and risks associated with each offer.

The Government reserves the right to make an award based upon the initial offer received. Therefore, the initial proposal should contain the Offeror's best terms from a technical and price standpoint. In addition, it is important that each offer fully address the requirements stated in this solicitation, including any exceptions thereto or deviations there from.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).