

| | | | | | | | |
|---|--|--------------------------------------|--|-------------------------------|-----------------------------|--------------------------|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 126 | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. N6274220R1801 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 14 May 2021 | 6. REQUISITION/PURCHASE NO. | | |
| 7. ISSUED BY NAVFAC PACIFIC ENVIRONMENTAL CONTRACTS BR 258 MAKALAPA DR STE 100 JBP HH HI 96860-3134 | | CODE N62742 | 8. ADDRESS OFFER TO (If other than Item 7) HAND DELIVER NAVFAC PACIFIC ENVIRONMENTAL CONTRACTS BR (ACQ34) 4256 RADFORD DR, BLDG 62 HONOLULU HI 96818-3296 | | CODE N62742 | TEL: FAX: | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 02:00 PM local time 16 Jun 2021
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|---------------------------|-----------------------------|---|---|
| 10. FOR INFORMATION CALL: | A. NAME VANESSA L. MENOR | B. TELEPHONE (Include area code) (NO COLLECT CALLS) (808) 472-1187 | C. E-MAIL ADDRESS vanessa.menor@navy.mil |
|---------------------------|-----------------------------|---|---|

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|------------------------------|------|--|---------|---|------|--|-----------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/ CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 76 - 93 |
| X | B | SUPPLIES OR SERVICES AND PRICES/ COSTS | 2 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | | |
| X | C | DESCRIPTION/ SPECS./ WORK STATEMENT | 3 - 56 | X | J | LIST OF ATTACHMENTS | 94 |
| X | D | PACKAGING AND MARKING | 57 - 58 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 59 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 95 - 104 |
| X | F | DELIVERIES OR PERFORMANCE | 60 | | | | |
| X | G | CONTRACT ADMINISTRATION DATA | 61 - 67 | X | L | INSTRS. CONDS., AND NOTICES TO OFFERORS | 105 - 118 |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 68 - 75 | X | M | EVALUATION FACTORS FOR AWARD | 119 - 126 |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | |
|---|--|---------------|------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | AMENDMENT NO. | DATE |
| | | | |
| | | | |

| | | | |
|----------------------------------|------|----------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|----------------------------------|------|----------|---|

| | | | |
|---------------------------------------|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---------------------------------------|--|---------------|----------------|

AWARD (To be completed by Government)

| | | | |
|---|------------|--|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | 25. PAYMENT WILL BE MADE BY CODE | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|------------------------------|------|--------------------------|------------|
| 0001 | Environmental Remedial Action Contract CPAF Indefinite Delivery Indefinite Quantity (IDIQ) Contract for Environmental Remedial Action Contract for Sites in Hawaii, Guam, and Other Areas within the Naval Facilities Engineering Systems Command Pacific Area of Responsibility. A Task Order for the minimum guarantee of \$5,000 for the entire contract will be issued concurrently with the award of the basic contract. Once the value of task orders placed exceeds the minimum guarantee amount, the minimum guarantee task order shall be modified to deobligate the funds from the task order. The total maximum value of the contract is \$245,000,000.00 including options (if exercised). FOB: Destination | | Each | | |
| | | | | MAX COST BASE FEE | <hr/> |
| | | | | SUBTOTAL MAX COST + BASE | |
| | | | | MAX AWARD FEE | |
| | | | | TOTAL MAX COST + FEE | |

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

ENVIRONMENTAL REMEDIAL ACTION CONTRACT FOR SITES IN HAWAII, GUAM, AND OTHER AREAS WITHIN THE NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND PACIFIC AREA OF RESPONSIBILITY

PART 1.0 GENERAL DESCRIPTION AND PERSONNEL REQUIREMENTS

1.1 PERFORMANCE OBJECTIVE

The objective of this procurement is to obtain services for performing remedial actions at environmentally contaminated sites, predominantly located at Navy and Marine Corps installations and other Government agencies. The sites will consist of those ranked on the Superfund National Priority List (NPL) as well as non-NPL sites regulated under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Underground Storage Tanks (UST) regulations, state specific regulations, and other sites which might require remedial action.

The work to be ordered under this contract will be performed at various locations within the Naval Facilities Engineering Systems Command (NAVFAC) Pacific area of responsibility (NAVFAC Far East, NAVFAC Hawaii, NAVFAC Marianas, NAVFAC Northwest, and NAVFAC Southwest). Work may also be added and performed anywhere outside of the NAVFAC Pacific area of responsibility, as required by the Government. The exact location of the required effort will be specified in the individual Contract Task Orders (CTOs). The Contractor may also, on occasion, be tasked to perform work for other NAVFAC Components, Department of Defense (DoD) or federal agencies as required by the Government. This contract may include performance of work on private, county, or state lands that are associated with the environmental sites identified above.

1.2 SCOPE OF WORK

1.2.1 Services

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

- Performing removal actions
- Performing remedial actions
- Performing expedited and emergency response actions at sites
- Performing pilot and treatability studies
- Providing facility operation, maintenance and instruction
- Performing other related activities associated with returning sites to safe and acceptable levels
- Performing munitions response program clean up and closure
- Performing range clean up and closure; including Range Sustainability Environmental Program Assessments (RSEPA)
- Performing RCRA closures
- Performing site characterizations
- Performing hydrographic surveys
- Performing groundwater characterization studies
- Performing harbor sediments removal and remediation
- Closure and/or replacement of underground storage tanks or above ground storage tanks
- Providing anti-terrorist/force protection (ATFP) hazardous material (hazmat) release incident responses and remediation of ATFP-related hazmat such as anthrax or any chemical, biological, or radiological (CBR) agent
- Performing munitions response quality assurance (QA)
- Preparing appropriate documentation of planned and completed actions

1.2.2 Contaminants

The contaminants will include, but not be limited to, those identified and regulated under RCRA, CERCLA, Toxic Substances Control Act (TSCA), Solid Waste Disposal Act (SWDA), and petroleum, oils and lubricants (POL); munitions constituents (MC); and munitions and explosives of concern (MEC). A relatively small number of sites may require remediation of radiological media.

The contaminants included are predominately solvents, POLs, metals, acids, bases, reactives, non-explosive ordnance residues or compounds, polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), MEC (including all types of discarded military munitions and unexploded ordnance), emerging contaminants, and pesticides. Contaminants may be present in soils, marine or freshwater sediments, groundwater, air, sludge, surface water, and manmade structures. Contaminated sites may be landfills, hazardous waste treatment storage and disposal facilities, tanks, lagoons, firefighting training areas, small arms ranges, or other facilities.

1.2.2.1 The contractor must have anti-terrorist/force protection (ATFP) hazmat release incident response and remediation capabilities. This includes capabilities in assisting-in or conducting decontamination following a release of ATFP-related hazmat such as anthrax or any chemical, biological or radiological (CBR) agent. Work could include emergency/expedited contamination assessment and subsequent decontamination/remediation prior to returning to normal operations as well as preparation of work plans and coordination with applicable agencies.

1.2.3 Ordering Procedures

The Contractor selected for the work shall perform tasks in accordance with CTO work statements prepared in accordance with Clause, Section G, Paragraph G3, entitled, "Ordering Procedures". The CTO work statements will be performance-based, describing the requirements in terms of the desired outcome of the project with minimal provision of precise details of work to be done. CTOs will include various documents that will describe the required remediation and technologies to achieve clean-up. Such documents may include records of decision, remedial investigation and feasibility studies, action memoranda, RCRA/CERCLA closure plans, corrective action plans, and drawings and specifications. Contract work will specify a wide range of services relating to the cleanup of sites including, but will not be limited to the following:

- a) Performing traditional and innovative methods for complete remedial action of environmentally contaminated sites. Methods include, but will not be limited to the following actions:
 - Excavation and hauling of contaminated soil and sediment
 - Removal and maintenance of containment and piping systems
 - Soil stabilization and solidification
 - Groundwater treatment
 - Neutralization processes
 - Metals precipitation
 - Chemical stabilization
 - Covering or capping contaminated soils and sediment
 - Installation of leachate drains
 - Transportation and disposal of hazardous waste off-site
 - Bioremediation (both in-situ and aboveground)
 - Incineration on or off-site
 - Soil washing followed by disposal
 - Soil venting
 - Pumping and treating contaminated ground water
 - Installation of slurry or barrier walls
 - POL recovery systems
 - Air stripping
 - Carbon absorption
 - Groundwater monitoring
 - Solvent extraction
 - Chemical decomposition and solidification
 - Phytoremediation
 - Low temperature thermal desorption
 - Bioventing

- Biofiltration
 - Vacuum extraction
 - Natural attenuation
 - Dual phase extraction
 - Passive treatment walls
 - Soil vapor extraction
 - Air sparging
 - MEC/MPPEH clearance involving handling, screening, and disposal of MEC/MPPEH items
 - MEC removal and disposal (land surface, land subsurface, and underwater)
 - Other remedial technologies as developed by the remediation industry and accepted by regulators
- b) Providing technical support to the Navy on matters such as community relations regarding the Contractor's remedial action work;
- c) Conducting topographic and geophysical surveys;
- d) Conducting hydrogeological and geotechnical testing and data analyses in conjunction with remedial action projects;
- e) Conducting multimedia sampling and analysis for physical, chemical, and geotechnical characteristics;
- f) Installing temporary support facilities, such as decontamination areas, fences, roads, and utilities;
- g) Operating and maintaining project facilities such as waste water treatment and collection systems;
- h) Providing instruction for operation and maintenance of project facilities;
- i) Engaging in partnering with the Navy, contractors, regulatory agencies, and other stakeholders
- j) Reviewing and/or providing input on investigations, feasibility studies, evaluations of remediation alternatives, and design packages relative to remediation activities.
- k) Performing small arms range management (including maintenance and/or clearance) and/or closure

1.2.4 Compliance

Work shall meet or exceed the minimum Applicable or Relevant and Appropriate Requirements (ARARS) established by Federal and State agencies. *ARARS can be under constant revision, but DoD can memorialize ARARS in finalized signed decision documents.* The Contractor shall be responsible for compliance with the most recent revisions to the regulations throughout the duration of work under this contract. The Contractor shall also be responsible for compliance with all applicable Federal, State, and local regulations. Any instances where compliance would exceed the scope of work or specific requirements of the contract, and *any conflicts between various regulations or between any regulation and contract/task order specifications, such circumstances shall be brought to the immediate attention of the Contracting Officer or Contracting Officer's Representative (COR) for resolution.* For OCONUS work, the Contractor shall be responsible for compliance with the latest Overseas Environmental Baseline Guidance Document (OEBGD), the Final Governing Standards (FGS) for the specific country in which the work is performed and any host nation regulatory requirements, if applicable. Base-specific documents shall be identified in the CTO PWS, when applicable.

1.2.5 General Work Requirements

The Contractor shall perform tasks in accordance with the contract, Uniform Guide Specifications, Uniform Building Codes (UBC) and all Federal, State, and local environmental, building, and safety laws and regulations. Specific guidance provided in the task order scope will take precedence over the general guidance provided herein.

Task orders issued will be performance-based, describing the requirements in terms of desired outcomes of the project.

1.3 PERSONNEL REQUIREMENTS

The educational and experience qualifications of all personnel listed under paragraph 1.3.4 must meet the contract minimum qualification standards for the respective labor category that they are proposed under. These qualifications shall become the standard for these personnel performing under the contract. The Contractor shall be bound by these standards throughout the contract.

1.3.1 Review of Resumes

The Government reserves the right to review resumes of and interview Contractor employees performing under the contract, solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract, whether such personnel are considered key personnel or not. Accordingly, the Contractor shall furnish such resumes to the Contracting Officer upon request. If a college degree is specified as required, the degree must be from a U.S. accredited university or demonstrate that the degree from a foreign university is recognized by a U.S. engineering board, a U.S. health and safety board, or a U.S. board of industrial hygiene, as applicable. An Associate's Degree does not qualify as meeting the requirements. Prior to working under this contract, all key personnel listed under paragraph 1.3.3 below shall be approved by the Contracting Officer, or the designated representative. Federal employees, military or civilian, shall not be employed by the contractor in performance of any work under the contract (i.e., during off-duty hours, regular hours, or while on annual leave).

1.3.2 Contractor Work Force Responsibility

The Contractor shall organize, furnish, maintain, supervise, and direct a work force, which, within the limitations of the provisions of the contract, is thoroughly capable and qualified to effectively perform the work set forth in the contract.

1.3.3 Key Personnel Qualifications

The Contractor shall provide qualified personnel to perform the duties of the following key positions. All personnel performing the required duties under the following key positions shall meet the minimum qualifications for that key position. Resumes shall be submitted for approval prior to substituting or adding any additional personnel to these positions during the term of the contract, if requested.

The desired education and experience qualifications for key personnel are set forth below for the following key personnel positions:

- Program Manager
- Senior Project Manager
- Contract Administration Manager
- Quality Assurance (QA) Manager
- Health and Safety Manager

- a) **Program Manager.** Responsibilities include managing the execution of the overall contract and CTOs under this contract. Duties include but are not limited to: (1) monitoring and controlling project costs and quality; (2) assigning personnel consistent with contract requirements; (3) understanding and assuring compliance with CERCLA, RCRA, TSCA and SWDA regulations and their state counterparts, and other applicable or relevant and appropriate requirements; and (4) performing as the Contractor's chief representative. The qualified individual for this position shall be an employee of the Prime contractor and shall have as a minimum:
- (1) Undergraduate degree in engineering or physical science.
 - (2) Six (6) years of experience managing or overseeing large task order contracts involving multiple concurrent projects at multiple locations, of which, at least four (4) years were as a senior manager managing environmental remedial action projects.
 - (3) Professional licensing or professional registration is desired.

- b) **Senior Project Manager.** Responsibilities include directing work associated with assigned CTOs. Duties include: (1) ensuring effective and safe execution of projects; (2) controlling project schedule and budget; (3) recommending changes to improve project efficiency and effectiveness; (4) justifying change orders; (5) tracking materials and resources; (6) coordinating subcontractors' work; (7) complying with established health and safety procedures; (8) ensuring compliance with regulatory requirements; (9) following/implementing approved project work plans or specifications; and (10) producing quality technical reports supporting the remedial action with respect to meeting the appropriate regulatory authority requirements. The qualified individual for this position shall be an employee of the Prime contractor and shall have as a minimum:
- (1) Undergraduate degree in engineering or physical science.
 - (2) Six (6) years of project management experience, of which at least four (4) years of experience is in managing environmental remedial action projects regulated under CERCLA, RCRA, and/or TSCA.
 - (3) Professional licensing or professional registration is desired.
- c) **Contract Administration Manager.** Responsibilities include administering and managing CTOs for remedial action construction and services, with respect to contractual matters. Duties include: (1) ensuring compliance with applicable federal, DOD, and Navy regulations and policy, as well as the contract terms and conditions; (2) maintaining an adequate purchasing system, which includes overseeing procurement of subcontractors; (3) maintaining an adequate estimating system, which includes ensuring the adequacy of proposals; (4) tracking costs; and (5) interfacing with Navy contracts personnel regarding contractual matters. The qualified individual for this position shall be an employee of the Prime contractor and shall have as a minimum:
- (1) Undergraduate degree in Business Administration or in an appropriate related field.
 - (2) Four (4) years of federal contracting experience, of which at least two (2) years of experience is in administering cost plus award fee contracts.
- d) **Quality Assurance Manager (QAM).** Responsibilities include developing, maintaining and enforcing the QA program. For projects involving environmental sampling or testing, the QAM shall provide internal QA surveillance during the implementation of the project. Referred and specified to as QAM in the *DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing* (November 2007), the Contractor QAM shall: (1) approve project-specific Data Quality Objectives (DQO) that will meet the project-specific performance standards; (2) verify appropriateness of sampling procedures, analytical methods, and laboratory quality systems; (3) approve the final Work Plan (if prepared by the Contractor); (4) verify the selection of appropriately qualified laboratories; (5) coordinate field and laboratory quality assurance surveillance, per contract specifications; (6) notify the Government QAM of any problems or nonconformance issues; (7) direct the performance of data review, per contract specifications; and (8) monitor corrective action. The QAM shall have an open communication link to the project level personnel; however, the QAM shall report and be accountable to a senior officer of the prime contractor's organization. The qualified individual for this position shall have as a minimum:
- (1) Undergraduate degree in a scientific or engineering discipline.
 - (2) Four (4) years of QA experience in managing remedial action projects.
- e) **Health and Safety Manager.** Responsibilities include implementing and overseeing the Contractor's health and safety program and plans. Duties include: development and implementation of air monitoring and personal protective equipment programs for working in potentially toxic atmospheres and development and implementation of programs, policies, and procedures to comply with Federal, State, local and DoD, Navy/Marine Corps occupational health and safety regulations, OSHA regulations, the most recent version of the USACE Safety and Health Requirements (EM 385-1-1) and NAVSEA OP-6, paragraph 13-15 requirements. The Health and Safety Manager shall report and be

accountable to a senior officer of the prime contractor's organization. The qualified individual for this position shall have as a minimum:

- (1) Certification as a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH) by the Board of Certified Safety Professionals or the American Board of Industrial Hygiene, respectively.
- (2) Four (4) years of working experience as a Health and Safety Manager overseeing remedial action projects.

1.3.4 Key Personnel Substitutions and Training Requirements.

1.3.4.1 Substitution Limitations. The Contractor shall assign to this contract those key personnel whose resumes were submitted and approved by the Government. No substitutions shall be made except in accordance with this clause, as detailed below.

1.3.4.2 Conditions for Substitutions, Deletions, or Additions. No personnel substitutions or deletions shall be permitted for the first 180 days of the contract period unless such changes are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. In addition, substitutions of all key personnel shall be approved in advance by the Contracting Officer. The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. Proposed substitutions, deletions, or additions shall be submitted in writing to the Contracting Officer at least 30 days in advance (45 days if security clearance is required) with the following information:

1. A detailed explanation of the circumstances necessitating proposed substitution or additions,
2. A complete resume for the proposed substitute or addition, and
3. Any other information requested by the Contracting Officer.

The Contracting Officer will evaluate such requests and notify the Contractor in writing of approval or disapproval. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in labor rates may occur as a result of key personnel substitution.

1.3.4.3 Key Personnel List. The list of key personnel may be amended from time to time by contract modification to add, delete, or substitute personnel in accordance with key personnel substitution requirements specified herein. The Contractor shall submit a current list of key personnel upon Government request.

1.3.4.4 Training. Contractors are expected to have personnel with the requisite skills to perform the requirements of this contract. Therefore, the Government will not allow, nor reimburse as direct costs, those costs associated with the training of Contractor personnel in any effort to attain requirements of this contract. If allowable under FAR Part 31, these costs may be included as indirect costs. Attendance at workshops, symposiums, health and safety training required by 29 CFR 1910.120 or similar is considered training for purposes of this clause. The Contractor shall establish an explosive certification and documentation process for all Contractor and subcontractor personnel working within exclusion zones.

1.3.5 Other Personnel Requirements. The following list of personnel may be included as required, at the **task order level**.

Project Manager
Industrial Hygienist, Certified
Project Chemist
Project Engineer, Senior
Project Engineer
Staff Engineer
Program Geophysicist

Project Quality Control (QC) Manager
Project Scientist/Geologist, Senior
Project Scientist/Geologist
Staff Scientist/Geologist
Site Safety and Health Officer
Site Superintendent
Computer-Aided Design and Drafting (CADD)/GIS Operator
Database Manager

The desired education and experience qualifications are set forth below for the following other positions:

- a) **Project Manager.** Responsibilities include management of assigned CTOs. Duties include: (1) ensuring effective and safe execution of projects; (2) controlling project schedule and budget; (3) recommending changes to improve project efficiency and effectiveness; (4) justifying change orders; (5) tracking materials and resources; (6) coordinating subcontractors' work; (7) complying with established health and safety procedures; (8) ensuring compliance with regulatory requirements; (9) following/implementing approved project work plans or specifications; and (10) producing quality technical reports supporting the remedial action with respect to meeting the appropriate regulatory authority requirements. The qualified individual for this position shall have as a minimum:
- (1) Undergraduate degree in engineering or physical science.
 - (1) Two (2) years of project management experience, including experience with environmental remedial action projects regulated under CERCLA, RCRA, and/or TSCA
- b) **Industrial Hygienist, Certified.** Responsibilities include implementing and overseeing the Contractor's health and safety program and plans. Duties include: development and implementation of air monitoring and personal protective equipment programs for working in potentially toxic atmospheres and development and implementation of programs, policies, and procedures to comply with Federal, State, local and DoD, Navy/Marine Corps occupational health and safety regulations, OSHA regulations, the most recent version of the USACE Safety and Health Requirements (EM 385-1-1) and NAVSEA OP-6, paragraph 13-15 requirements. The qualified individual for this position shall have as a minimum:
- (1) Undergraduate degree in physical science, life science or engineering.
 - (2) Certification by the American Board of Industrial Hygiene.
 - (3) Five (5) years of professional experience as a full-time Industrial Hygienist.
- c) **Project Chemist.** The Project Chemist provides coordination and quality assurance surveillance of laboratory services and provides internal QA surveillance as specified in reference (n). The qualified individual for this position shall have as a minimum:
- (1) Undergraduate degree in chemical, environmental, biological sciences, physical sciences or engineering, with at least 30 semester hours in chemistry, supplemented by course work in mathematics through differential and integral calculus, at least six (6) semester hours of physics.
 - (2) Two (2) years of experience in areas of environmental sampling and analytical testing relevant to the project. An advanced degree in one of the above disciplines may be substituted for equivalent experience.
 - (3) As applicable to the specific project, the Project Chemist must also have knowledge of environmental analytical chemistry methodologies, remedial process chemistry, chemical fate and

transport, and/or experience in the sampling and analysis of toxic/hazardous chemicals in environmental matrices.

- d) **Project Engineer, Senior.** Responsibilities include consulting with the Program Manager and the Project Manager on engineering issues related to environmental remedial action projects. Duties include preparing technical submittals and providing field consultations as required, and assisting the Project Manager in carrying out duties remedial action projects. The qualified individual for this position shall have as a minimum:
- (1) Undergraduate degree in Engineering.
 - (2) Six (6) years of construction management experience or in-field project management experience of which at least three (3) years of experience is in managing remedial action projects.
 - (3) Professional licensing and registration is required.
- e) **Project Engineer.** Responsibilities include consulting with the Project Manager and Senior Project Engineer on engineering issues related to environmental remedial action projects. Duties include preparing technical submittals and providing field consultations as required, and assisting the Project Manager in carrying out duties related to remedial action projects. The qualified individual for this position shall have as a minimum:
- (1) Undergraduate degree in Engineering.
 - (2) Five (5) years of experience working on environmental remedial action projects.
- f) **Staff Engineer.** Responsibilities include preparing technical submittals and providing field support as required. The qualified individual shall have as a minimum:
- (1) Undergraduate degree in Engineering.
 - (2) One (1) year of experience working with environmental restoration projects.
- g) **Program Geophysicist.** The Contractor shall designate a Senior Geophysicist who is desired to be employed by the prime contractor, but may be employed by a subcontractor. The Program Geophysicist shall be responsible for geophysical survey design, dynamic data collection, cued data collection, interpretation and reporting of geophysical data, developing a verification plan, geophysical accreditation program and all aspects of quality control. This individual has overall responsibility for design, implementation, and management of all geophysical investigations required for the work effort related to military munitions, but may not necessarily be on-site full time. This individual shall be the Program Geophysicist-of-Record. The qualified individual for this position shall have as a minimum:
- (1) A degree in geophysics, geology, geological engineering, engineering geophysics, or closely related field.
 - (2) Five (5) years of experience directly related to the geophysical mapping, detection and discrimination of buried munitions, and geophysical quality control experience.
- h) **Project Geophysicist.** Responsible for design implementation and management of geophysical investigations but may not be on site full time.
- (1) Undergraduate degree in geophysics, geology, geological engineering or a closely related field.
 - (2) Specific education, training, and experience appropriate in any geophysical investigations managed.

- i) **Project QC Manager.** Responsibilities include maintaining and enforcing the QC program. The qualified individual for this position shall have as a minimum:
 - (1) Undergraduate degree in a scientific or engineering discipline.
 - (2) Five (5) years of QC experience in managing remedial action projects.
 - (3) Certification by the American Society of Quality is recommended.

- j) **Project Scientist/Geologist, Senior.** Responsibilities include consulting with the Program Manager and Project Manager on scientific issues related to environmental remedial action projects. Areas of specialty include geology, hydrogeology, chemistry, biology, physics, and appropriate engineering fields. Typical duties include collecting and interpreting field data, reviewing earth science data, determining contaminant and toxicity levels, and providing field consultations as required. The qualified individual for this position shall have as a minimum:
 - (1) Graduate degree in a scientific or engineering discipline.
 - (2) Five (5) years of experience working on environmental remedial action projects.

- k) **Project Scientist/Geologist.** Responsibilities include assisting the Senior Project Scientist/Geologist and Project Manager on scientific issues related to environmental remedial action projects. Areas of specialty include geology, hydrogeology, chemistry, biology, physics, and appropriate engineering fields. Typical duties include collecting and interpreting field data, reviewing earth science data, determining contaminant and toxicity levels, and providing field consultations as required. The qualified individual for this position shall have as a minimum:
 - (1) Undergraduate degree in the specific scientific discipline.
 - (2) Three (3) years of experience working on environmental remedial action projects.

- l) **Staff Scientist/Geologist.** Responsibilities include preparing technical submittals and providing field support as required. The qualified individual shall have as a minimum:
 - (1) Undergraduate degree in geology, hydrogeology, chemistry, or biology.
 - (2) One (1) year of experience working with environmental restoration projects.

- m) **Site Safety and Health Officer.** Responsibilities include ensuring that elements of the approved Site Safety and Health Plan are implemented and enforced on-site. The qualified individual for this position shall be an employee of the Prime Contractor and shall have as a minimum:
 - (1) Training, experience, and qualifications required by reference (e) paragraph 01.A.17 and all associated subparagraphs and be able to demonstrate the proficiency required.
 - (2) A minimum of four (4) years of experience in the safety and health aspects of remedial action construction work, of which a minimum of one (1) year of working experience at hazardous waste sites where EPA Level C and Level B personal protective equipment was required
 - (3) Knowledge of the OSHA regulations and the Army Corps of Engineers Safety and Health Requirements (EM-385-1-1) and applicable Federal, State, and local, and DoD, Navy/Marine Corps occupational safety and health regulations.
 - (4) Certification in first aid and cardiopulmonary resuscitation (CPR) by a recognized organization such as the American Red Cross.

- (5) Experience in the HAZWOPER field and have specialized training in personal and respiratory protective equipment, program implementation, proper use of air monitoring instruments, air sampling methods, and interpretation of results.
- (6) Qualification as a Certified Safety Professional (CSP) by the Board of Certified Safety Professionals is recommended.

The following requirements are specific for NAVFAC Marianas projects in Guam:

All SSHOs performing work for NAVFAC Marianas shall attend the "40 Hour Construction Safety Hazard Awareness Training Course for Contractors," which is periodically offered by the Guam Contractors Association (GCA) Trades Academy and other qualified trainers. If the SSHO does not have a current certification, he/she shall obtain the course certification within 60 calendar days from award of CTO. The credentials of the SSHO will be approved by the Contracting Officer in consultation with the NAVFAC Marianas Site Safety and Health Manager.

NOTE: The 40 Hour Construction Safety Hazard Awareness Training Course for Contractors curriculum must be in alignment with the EM385-1-1 November 2014 edition, to include covering any significant changes that had occurred with this latest version.

Requirements for all Contractor Jobsite Personnel Holding H-1B or H-2B Visas: Prior to their first day on the jobsite, all Contractor jobsite workers holding an H-1B or H-2B visa shall complete a minimum of 16 hours of classroom training on the requirements of the latest version of reference (e) to include, but not limited to, the following topics: Sanitation; Medical and First Aid Requirements; Temporary Facilities; PPE; Electrical; Hand and Power Tools; Material Handling and Storage; Motor Vehicles; Fall Protection; Work Platforms and Scaffoldings; Demolition; Safe Access, Ladders, Floor & Wall Openings, Stairs and Railing Systems; Excavations and Trenching; and Confined Spaces.

n) **Site Superintendent.** Responsibilities include supervising on-site operations. Duties include: (1) managing and administering material logistic procedures; (2) executing the project tracking system; (3) coordinating work, including subcontractors' work; (4) monitoring and controlling project costs and schedule. The qualified individual for this position shall have as a minimum:

- (1) Six (6) years of on-site supervisory construction management experience, of which at least four (4) years of experience is in managing environmental remedial action projects.

Note: For the purposes of this contract: "Professional Licensing or Professional Registration" is defined as attainment of certified status by taking and passing a nationally accredited written examination administered by a U.S. nationally recognized U.S. Professional Organization. Attainment of a Professional Registration or Certification status by submission of an application or by nomination without having to pass a nationally accredited written examination is not considered to meet the requirements of this contract.

o) **Computer-Aided Design and Drafting (CADD)/GIS Operator.** Duties include, but are not limited to, technical CADD, drafting, and mapping support, creating and revising drawings in a CADD system, working from sketches, markups, or other instructions from engineering personnel, and running plots, blueprints, and sepias. The qualified individual for this position shall have as a minimum:

- (1) One (1) year of experience as a CADD/GIS Operator.

p) **Database Manager.** Responsibilities include consulting with the Program Manager and Project Manager on data issues. Duties include, but are not limited to, managing data to ensure that it is available for analysis, reporting, and data transfer to other government agencies or contractors. The qualified individual for this position shall have as a minimum:

- (1) Undergraduate degree in engineering or science.

- (2) Three (3) years of experience as a database manager on environmental remediation projects.
- q) **UXO Personnel.** The qualified individuals shall meet the minimum requirements for UXO personnel as described in the latest version of DDESB TP 18. In addition to TP 18 qualifications, all Technician Level III personnel must have previous team lead experience or team leader training.

The Government reserves the right to review and approve personnel proposed by the Contractor on individual task orders. Upon approval, no substitutions shall be made except in accordance with Section 1.3.4.

PART 2.0 CONTRACT MANAGEMENT

2.1 PROGRAM MANAGEMENT

2.1.1 Program Management Organization (PMO). The Contractor shall establish a PMO as part of overall contract management that shall plan, monitor, and control all CTOs issued under this contract, and ensure CTOs are completed in a timely, cost effective, and highly competent manner. **All Program Management costs will be captured within the project task orders awarded under the contract, and costs should be distributed amongst the task orders in accordance with the level of effort that can be attributed to each task order.**

2.1.2 Program Management Office Personnel. Because of the number, complexity, and diversity of the projects that may be implemented under this contract, successful execution will require personnel principally responsible for planning, coordinating, monitoring, and controlling large, long-term, and technically complex projects. It is essential that these personnel access and utilize a Contract Management System in order to ensure real-time project management. The Contractor shall furnish specialized skills and experience as required for the performance of CTOs, and for any management or administrative support required to accomplish the CTOs.

2.2 CONTRACT MANAGEMENT PLAN

After contract award, the Contractor will be tasked with submitting a Contract Management Plan for review and approval. The Contract Management Plan shall delineate the management strategy, implementation of contract management systems, and all management functions involved in supporting, monitoring, and controlling project operations. Include appropriate organization charts and describe the program management functions next to names and positions of management personnel assigned to the contract. The plan is also to provide general policy and procedural guidance for all work to be performed. The Plan must be consistent with the Contract Management data submitted in the Contractor's proposal. Details regarding the Contract Management Plan will be discussed with the Navy following award, but generally the plan should include the following:

- 1) Introduction - overall purpose, scope, and objectives
- 2) Organization
 - (a) Organizational structure
 - (b) Staff assignments, including key personnel
 - (c) Authority and responsibility of staff
- 3) Management Process
 - (a) Project Manager Handbook - standard operating procedures
- 4) Financial Management Systems
 - (a) Accounting System
 - (b) Billing System Operating Procedures
 - (c) Estimating System Operating Procedures
 - (d) Purchasing System
 - (e) Cost Accounting Standards Disclosure Statement
 - (f) Compensation System
 - (g) Government Property Management System

(h) Project Closeout Procedures

2.3 CONTRACT MANAGEMENT SYSTEM (CMS)

The Contractor shall utilize a CMS, which shall be an effective integrated system to manage each CTO for: (1) planning and scheduling; (2) cost estimating, budgeting, and accounting; (3) quality assurance; (4) procurement material management; and (5) other required contract reports. Data within the CMS must be processed at a minimum of once per month to coincide with data transfers and the generation of monthly progress reports. The Contractor shall utilize existing, in-place systems to the maximum extent possible.

2.4 MONTHLY STATUS REPORTS

The Contractor shall prepare monthly progress reports. The reports will be due for all active CTOs on the 15th calendar day of the following month, or as agreed to with the Contracting Officer. All Task Order progress reports shall be submitted **by email to the Contracting Officer and COR**. The purpose of these reports will be to apprise the Navy of the status of the individual projects and the overall program, and to call attention to any departures from the applicable management and work plans. The technical sections shall provide baseline schedules for performing work and monitoring progress, and shall document the work that has been accomplished at a site. The financial sections shall provide a baseline for planned expenditures for the total project and for each CTO, and monitor actual expenditures against the baseline to assess the financial status of the project.

2.4.1 Summary Progress Report. The executive level summary progress report shall consist of the pertinent technical and financial information for the reporting period. Its focus shall be the Contractor's overall effort on all CTOs, highlighting key activities and any deviations from planned schedules and budgets.

2.4.1.1 Technical. This section shall consist of a concise, executive-level summary of all technical activities performed under the contract during the reporting period. The summary shall highlight the activities of the program management/overall management and progress achieved under each project. Specific areas of interest shall include difficulties encountered during the reporting period and corrective actions taken, a statement of activity anticipated during the subsequent reporting period, and a schedule showing accomplishments versus planned activities. The report shall include any changes of key personnel concerned with the project.

2.4.1.2 Financial. This section shall provide the following information in Microsoft Excel by email:

(a) Financial Information (CTO #, obligated to date, cumulative invoiced, current invoiced amount, current costs not invoiced, projected cost to complete, variance, pending requests for change, month exceeding 75%)

(b) 75% Notification Table (CTO #, cumulative invoiced, negotiated, projected monthly expenditures w/o award fee for next three months, month exceed 75%)

(c) Subcontracting Activity

(d) CTO Suspension List

2.4.1.2 Subcontracts. This section shall list all subcontracts awarded monthly by title, subcontractor, address, type of contract, small business type, and dollar value; and percentage of small business subcontracts awarded. Note: Small business includes small disadvantaged, women-owned, historically underutilized business (HUBZone), veteran-owned, historically black colleges and universities and minority institutions and service disabled-veteran owned small business.

2.4.2 Contract Task Order Progress Reports. The CTO Progress Reports shall contain technical and financial summaries for each CTO. The Contracting Officer shall identify details of the status report format after contract

award. The report shall be submitted to the responsible COR, or as indicated by the Contracting Officer.

2.4.2.1 Technical. The reports shall present a summary, and highlight progress and problems experienced during the reporting period; it shall contain detailed activity progress reports for each active CTO. A tabular summary showing planned and actual start and completion dates for each of the standard tasks, percent complete for each active task, and schedule variances shall also be provided. The schedule should also include any unforeseen changes and include schedule variances. Schedule variances shall be highlighted in the narrative, with options for correcting problems as appropriate. The reports shall also identify the planned technical completion date, as well as the contractual period of performance end date.

2.4.2.2 Financial. Site-specific financial status reports shall contain detailed cost summaries for each active CTO. They shall compare planned versus actual expenditures for all standard tasks. The reports shall contain tabular and graphical summaries. In addition, the reports shall contain six-month cost projections and explain any variances in a narrative summary. Also provide a summary of CTO modifications and requests for change.

PART 3.0 GENERAL REQUIREMENTS FOR CONTRACT TASK ORDERS

3.1 CONTRACT TASK ORDER (CTO) BASIC REQUIREMENTS

3.1.1 Project Information. The type of project information the Government will provide to the Contractor depends on the specific CTO. The information may include but is not limited to contract drawings, maps and specifications, reports, reference drawings, and boring logs.

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

3.1.3 Notification of Drawing Discrepancies. The Contractor shall check all furnished drawings and specifications immediately upon their receipt and shall promptly notify the Contracting Officer or COR of any discrepancies and propose a solution. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work.

3.1.4 Reference Drawings Accompanying Specification. Reference drawings may accompany CTO specifications and are intended only to show original construction. Drawings are the property of the Government and shall not be used for any purpose other than those contemplated by the specification. Reference drawings included with a CTO will be half size. Information on procuring any half-size drawing as a full-size drawing may be obtained from the Contracting Officer or COR.

3.1.5 Boring Logs. Boring logs may be available to the Contractor for specific CTO remedial action work. If boring logs are available, the Government does not guarantee that borings indicate current conditions. Subsurface data obtained by the Government at these locations will be made available for examination by the Contractor.

3.1.6 Explosive Safety. The Contractor, upon discovery of munitions or explosives of concern, propellant, ordnance waste, or pyrotechnic materials larger than 50-caliber rounds, shall cease operations and notify the Contracting Officer or COR for further directions. When applicable the Contractor shall comply with the applicable portions of DoD 4144.26-M, "Contractors Safety Requirements for Ammunition and Explosives", NAVSEA OP 5, Volume 1, Sixth Revision, "Ammunition and Explosives Ashore Safety Regulations For Handling, Storing, Production, Renovation and Shipping", and NOSSA 8020.15C (or latest version) Explosive Safety Review, Oversight and Verification of Munitions Response in lieu of EM 385-1-1 for safety requirements for all explosive operations."

3.2 SPECIFICATIONS AND STANDARDS

The specifications and standards referenced in the specifications, including addenda, amendments, and corrections listed, shall govern where references thereto are made. In case of differences between the specifications or standards and the project specification or accompanying drawings, the project specifications and accompanying drawings shall

govern. Otherwise, the referenced specifications and standards shall apply. The requirement for packaging, packing, marking, and preparing for shipment or delivery included in the referenced specifications apply only to materials and equipment furnished directly to the Government, and not to materials and equipment furnished and installed by the Contractor.

3.3 OPTIONAL REQUIREMENTS

Where a choice of materials or methods, or both, is permitted in the contract or CTO, the Contractor shall have the discretion to choose an alternative unless otherwise required by the specification, so long as the materials chosen meet the required standards per Federal regulations.

3.4 AS-BUILT RECORDS

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

3.5 INSTALLATION REGULATIONS

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

3.6 SCHEDULING

The contractor shall schedule work so as to cause the least amount of interference with installation operations. Work schedules shall be subject to the approval of the Contracting Officer or COR. Permission to interrupt any installation roads, railroads, or utility service shall be requested in writing a minimum of 30 calendar days prior to the desired date of interruption. Certain installations will restrict the interruption of utility services as well as general installation operations. For project sites that are resting places for endangered species, work shall be scheduled to avoid interference with these species and shall follow United States Fish and Wildlife Section 7 consultation guidelines. CTOs will specify restrictions when applicable, and specify when the work shall commence and be completed.

3.7 LAYOUT OF WORK

Lay out work from Government established baselines and benchmarks indicated on the drawings, and make measurements in connection therewith. Furnish stakes, templates, platforms, equipment, tools, and materials and labor as may be required in laying out any part of the work from the baselines and benchmarks established by the Government. The Contractor shall execute the work to the lines and grades established or indicated, and shall maintain and preserve stakes and other control points established in the CTO until authorized by the Contracting Officer or COR to remove the stakes.

3.8 EXISTING WORK

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

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

3.8.3 Location of Underground Facilities. Verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated,

traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. Scan the project site with electromagnetic or sonic equipment and mark the surface of the ground where existing underground utilities are discovered. Archival search of as-built drawings shall be coordinated with the Contracting Officer or designated representative. At Navy and Marine Corps sites in Hawaii and Guam, a dig permit shall first be obtained identifying potential utility services in the area, vehicular or aircraft traffic flow, protection provided by fire and intrusion and alarm systems, or activities that might affect mission operations.

3.9 GOVERNMENT FURNISHED MATERIALS

Each CTO will specify, if applicable, the provision and handling of Government-furnished materials and equipment.

3.10 FACILITIES AND SERVICES

The availability of facilities and services, for example, temporary buildings, field offices, and the need for project signs, will be specified in CTOs.

3.11 RESTRICTIONS ON EQUIPMENT

Certain installations requiring remedial action work under the contract may have sensitive areas. They may therefore enforce radio transmitter restrictions and may require electromagnetic interference suppression on the Contractor's equipment. CTOs will specify restrictions, when applicable.

3.12 SANITATION

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

3.13 SECURITY REQUIREMENTS.

3.13.1 United States Citizenship. All Key Personnel must be U.S. citizens and have the ability to access all federal installations. No employee or representative of the Contractor will be admitted to the work site unless the employee or representative furnishes satisfactory proof of United States citizenship, or is specifically authorized admittance by the Government.

3.13.2 Defense Biometric Identification System (DBIDS) Program. Note: The NCAC Program, Rapid Gate Program, has been replaced by the DBIDS Program. Defense Biometric Identification System (DBIDS) Program. Identification badges, if required, will be furnished based on the individual installation's security procedures. The Contractor is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the DBIDS program. Failure of Contractor personnel to obtain entry approval will not affect the contract price or expected time of completion. The Contractor must immediately report instances of lost or stolen badges to the Contracting Officer. All Contractor personnel shall become familiar with and obey all Government regulations, including fire, traffic, and security regulations. Refer to individual CTO requirements provided at the preconstruction conference. Contractor personnel will not be admitted to the work site without approval. Access requirements will be as identified in installation policy for each location.

Additional details about the DBIDS Program may be found at the Commander, Navy Installations Command website at <https://www.cnmc.navy.mil/om/dbids.html>.

3.13.3 Site Security Requirements. Provide site security such as fencing or guard services as required by each CTO. However, at a minimum, maintain the site and other Contractor-controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. Carefully mark work on or near roadways with lights and barricades complying with State and local regulations; where such regulations are not applicable, provide adequate lights and barricades to minimize the risk of an accident. Fence around open excavations, which pose a danger to site personnel or others to prevent accidental entry. Shore up side slopes of excavations or leave at a safe angle of repose. Equipment, when not in operation, shall be left in a safe manner (e.g., wheels blocked, buckets on the ground, and in an area under the responsibility of the Contractor). Near residential

areas where there may be children, special consideration shall be given to site security and safety needs, and requirements will be discussed with the Contracting Officer or COR before work begins.

3.14 CONTRACTOR AND SUBCONTRACTOR PERSONNEL LIST

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

3.15 INCLEMENT WEATHER

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

3.16 EMERGENCY RESPONSE

3.16.1 Definition. Emergency response is defined as having action personnel at the identified location within 24 hours of notification. These personnel shall stage and prepare for immediate actions to be taken.

3.16.2 Examples. Emergency response is required in order to tend to unplanned incidents requiring immediate attention. Examples of work requirements include expedited sampling or testing, removal of contaminated soils, and identification of Immediately Dangerous to Life or Health (IDLH) circumstances, such as in the case of hazardous material spills, industrial accidents, or identification of high levels of contamination.

3.16.3 Response. The Contractor shall respond to an emergency response requirement as quickly as physically possible; administration matters will take second priority and will be handled concurrently or after the situation is in progress or has been resolved, ensuring that the response is not slowed down. Emergency actions will only be directed by the Contracting Officer.

3.16.4 Emergency Response Plan. A generic Emergency Response Plan shall be developed by the Contractor for procedures during and after hours. This plan shall be submitted within 30 days after contract award.

3.17 MUNITIONS RESPONSE PROGRAM

3.17.1 Overview

The contractor shall provide a wide range of services for performing investigations and response actions at sites which potentially contain munitions constituents (MC) and munitions and explosive of concern (MEC). MC and MEC include, but are not limited to, unexploded ordnance (UXO), discarded military munitions (DMM), and explosives in high concentrations potentially posing an explosive hazard. Work at these areas of concern may be on or beneath the land surface, and/or may include beach, marsh, mudflats, surf zones, and/or submerged water areas.

3.17.2 Tasks

The contractor shall provide all personnel, equipment, materials, facilities, and management to perform investigations, response actions, and remedial actions. Tasks may include, but are not limited to, the following activities at sites that may potentially contain MEC and/or MC:

1. Archival research of site history as it relates to past use, storage, handling, transportation, treatment, and disposal of materials that may contain MEC and other munitions-related materials
2. Site assessment, investigation (e.g. sampling and analysis), characterization (e.g. type and extent)
3. MEC/MPPEH avoidance support for internal and regulatory site visits
4. Assessment of explosive safety, human health, and environmental risk using models specifically developed for assessment of such hazards and risk

5. Evaluation, selection, and design of removal or response alternatives for MEC and other munitions-related materials
6. Evaluation and selection of munitions detection alternatives
7. Preparation of ESSs, ESS-DRs, work plans, MEC QAPPs, and AARs
8. Search for, detection of, and positive identification of MEC, munitions-related materials, and/or other contaminants
9. Removal, demolition, certification, packaging, and storage of MEC, munitions-related materials, and/or other contaminants
10. Transportation and disposal of MEC, munitions-related materials, and/or other contaminants in compliance with applicable DOD standards, transportation regulations, and applicable environmental regulations (e.g. RCRA and military munitions rule)
11. Documentation of results of investigations and response actions
12. Munitions and environmental data management and recurring review of response action sites
13. Determination and documentation of remaining post-removal site risk and compatible site uses
14. Quality assessment of response actions conducted by third parties to ensure those response actions meet objective criteria established as the remedial action goal.

3.17.3 Requirements

Requirements relating to the specified investigations and response actions may include, but are not limited to, the following:

1. Performing traditional and innovative methods for investigation and response action at sites which potentially contain MEC and munitions-related materials. Methods include, but will not be limited to, the following actions:
 - a. Land and underwater: Geophysical surveys of surface/subsurface to support detection of potential MEC and munitions-related items including real-time field data interpretation and post-processing data analysis.
Examples of technologies that may be used in support of this objective include, but are not limited to:
Magnetic detection
Electromagnetic detection
Subsurface munitions classification
Side-scan and bottom-penetrating sonar
Real-time kinematic differential geographic positioning system
 - b. Removal technologies
Land: surface/subsurface
Underwater
 - c. Treatment technologies
Blow-in-place
Centralized demolition
Thermal treatment
Contained detonation chamber
Other UXO demilitarization methods
 - d. Covering, capping, or containment
 - e. Transporting and disposing of MEC and munitions-related materials off-site
 - f. Other investigation and response action technologies developed by industry and accepted by regulators
2. Multimedia sampling and analysis for physical, chemical, and geotechnical properties.

3. Range control operations for all activities.
4. Boundary and location surveying including topographic surveys using the Global Positioning System (GPS) and other approved surveying methods.
5. Providing technical support to the Government on community relations.
6. Installing temporary support facilities, such as explosive blast and fragmentation protection, decontamination areas, fences, roads, and utilities.
7. Engaging in partnering with the Government, other contractors, and regulatory agencies.

3.17.4 Specifications

1. Minimum requirements for UXO personnel as detailed in the latest version of DDESB TP 18.
2. Individual detectability statistics, including probability and depth, shall be developed and documented for each type or size class of ordnance found. Detection level requirements for underwater sites will be as specified for each project based on the available technologies at the time of the project. The contractor shall specify the ordnance detection levels to be attained early in the data quality objective (DQO) process.
3. The contractor shall, on a site-specific basis, work with the Navy and appropriate stakeholders in order to specify requirements for ordnance investigation and removal depths. The contractor will be required to recommend investigation and removal action depths based on site-specific information, the specified land use of the area of concern, and the DOD Explosives Safety Board (DDESB) Standard 6055.9, Chapter 12, "Real Property Contaminated with Ammunition, Explosives, or Chemical Agents".
4. On a site-specific basis, the contractor shall determine if a validation of the detection systems used is needed, to show that the detection levels were met. This is part of the contractor's quality control/assurance requirements, and should be addressed in the DQO process.
5. On a site-specific basis, the contractor, in consultation with the Navy, shall make recommendations to the Navy to ensure all Government QA requirements are met. If the Navy determines the Government needs to perform independent QA on the validation of detection systems used by the contractor, the contractor shall work with the Navy and/or an independent, third-party to ensure the validation is appropriately executed.
6. On a site-specific basis, the contractor is required to submit the contractor SOPs for all MEC-related operations (MEC identification, MEC sweep operations, MEC data collection, MEC excavation, MEC transport, MEC disposal, etc). for review, as applicable.
7. Survey Control Requirements
 - a. General. The surveyed horizontal geographic position and state plane coordinates shall be referenced to permanent or semipermanent control points existing on the project site and shall be accurate to onequarter meter (0.25 m), plus or minus. Horizontal control of class one, third order or better, shall be established for all new semipermanent and tertiary control points. Horizontal control shall be referenced to the North American Datum of 1983 (NAD83). Data conversions from the metric system to the English system shall use the U.S. Survey Foot definition (1 meter=39.37 inches exactly). All drawings and calculations shall contain a prominent note stating the same. Surveying results shall be submitted in accordance with the contract requirements.
 - b. Global Positioning System (GPS). Boundary and location surveys of munitions-related, known historic properties; infrastructure improvements; utilities; and roadways shall be performed utilizing GPS to the maximum extent possible. The contractor shall survey the clearance boundaries and define the perimeter corners of clearance areas with visible markers. The contractor shall survey the location of all confirmed UXO items found during surface/subsurface clearance operations; any planimetric features, fence lines, and other significant land features not shown on existing maps; and historic properties identified during the project.
 - c. Horizontal and Vertical Controls. The contractor shall use the existing verified geodetic control points, updated to the World Geodetic System of 1984 (WGS 84) Geocentric Reference System (GRS), for all horizontal and vertical controls used for the surveying of the project site.
 - d. Final Survey Map. As specified in each task order, the final survey map of the project work areas shall

be completed with 1-meter contours and spot elevations surveyed every 30-meters. All spot elevations shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 of a meter.

e. Location of UXO. All location surveys of UXO shall have a horizontal accuracy of one meter and a vertical accuracy (depth of UXO) of 0.25 meters.

3.17.5 Skills—UXO Personnel Skill Hierarchy

The following information sets forth the skill hierarchy appropriate to those individuals performing munitions related remediation.

1. UXO Sweep Personnel

Sweep personnel assist UXO technicians and supervisory personnel in the clearance of UXO, operating only under the direct working supervision of qualified UXO technicians and/or UXO supervisors. Sweep personnel assist with the following functions:

- a. Conducting visual and/or instrumented UXO search activities in the field
- b. Operating ordnance detection instruments and other similar equipment
- c. Removing non-hazardous scrap (e.g. fuze remnants, fragments, and related debris) only after such items have been certified/verified by a qualified UXO technician as safe for handling
- d. Performing field maintenance on military and/or civilian ordnance detectors

Sweep personnel are not involved in the execution of explosives operations

This position requires site and job-specific contractor training (which may include ordnance recognition, safety precautions, donning and doffing of protective clothing, etc.), but does not require UXO technician qualifications.

2. UXO Technician I

This skill level allows the individual to assist fully qualified personnel (UXO technician II and above) in the following functions:

- a. Conducting reconnaissance and classification of UXO
- b. Identifying all ordnance types and conditions, armed or unarmed, to include:
 - ... Bombs and bomb fuzes (to include munition and fuze condition—armed or unarmed)
 - ... Guided missiles
 - ... Projectiles and projectile fuzes (to include fuze condition—armed or unarmed)
 - ... Rockets and rocket fuzes (to include fuze condition—armed or unarmed)
 - ... Land mines and associated components
 - ... Pyrotechnic items
 - ... Military explosives and demolition materials
 - ... Grenades and grenade fuzes (to include fuze condition—armed or unarmed)
 - ... Submunitions
- c. Locating subsurface UXO using military and/or civilian ordnance detectors (and related equipment)
- d. Performing excavation procedures on subsurface UXO
- e. Locating surface UXO by visual means
- f. Transporting UXO and demolition materials
- g. Preparing firing systems, both electric and non-electric, for disposal operations (not render safe procedures)
- h. Operating personnel decontamination stations
- i. Inspecting salvaged UXO-related material and the erection of UXO-related protective works
- j. Performing field maintenance on military and/or civilian magnetometers
- k. Donning and doffing personnel protective clothing.

3. UXO Technician II

Must be able to fully perform all of the functions enumerated for sweep personnel and UXO Technician Is plus:

- a. Properly storing explosive materials in accordance with applicable guidance
- b. Performing field maintenance on military and/or civilian ordnance detectors
- c. Determining precise position and/or a magnetic azimuth using current navigational/locating equipment
- d. Performing field expedient identification procedures to identify contaminated soil

- e. Preparing an on-site holding area for recovered UXO
- f. Operating modes of transportation for transporting UXO, when appropriate
- g. Performing limited technical supervision of non-technical personnel.

4. UXO Technician III

Must be able to fully perform all of the functions enumerated for sweep personnel and UXO Technicians I and II plus:

- a. Supervising and performing the on-site disposal of recovered UXO and demolition materials
- b. Preparing an explosive storage plan in accordance with all applicable guidance
- c. Preparing required UXO remediation administrative reports
- d. Preparing standard operating procedures for on-site remediation project
- e. Performing risk hazard analysis
- f. Conducting daily site safety briefings
- g. Supervising the conduct of all on-site evolutions directly related to UXO remediation

5. Senior UXO Supervisor

Must be able to fully perform all of the functions enumerated for sweep personnel, UXO Technicians I, II, and III plus:

- a. Performing planning, coordinating, and supervision of all UXO activities
- b. Supervising multiple UXO teams performing:
 - ... reconnaissance, and classification of UXO, pyrotechnic items, and military explosives and demolition materials
 - ... locating surface and subsurface UXO
 - ... destroying UXO by burning and detonation
 - ... transporting and storing UXO
 - ... Preparing SOPs for UXO remediation actions insuring compliance with DOD directives as well as local, state, federal, and statutes and codes
 - ... Certifying AEDA and/or range scrap as ready for disposal or turn-in in accordance with current policies.

7. UXO Safety Officer

Responsible to the program UXO safety officer for establishing, implementing, and executing an effective contractor MEC/UXO safety program for investigation and response actions, in compliance with all applicable federal, DOD, state, and local regulations and requirements. The UXO safety officer is responsible for establishing standard operating procedures for all MEC/UXO-related activities, including search, detection, access, identification, transportation, centralized storage, disposal, treatment, scrap certification, HERO analysis, etc. The UXO safety officer must be able to fully perform all of the functions enumerated for sweep personnel and UXO Technicians I, II, and III plus:

- a. Implementing the approved explosives and UXO safety program in compliance with all DOD, federal, state, and local statutes and codes
- b. Analyzing UXO and explosives operational risks, hazards and safety requirements
- c. Establishing and insuring compliance with all site-specific safety requirements for:
 - ... UXO and explosives operations,
 - ... Establishing, posting, and enforcing personnel limits, safety exclusion zones for UXO clearance operations, UXO and explosives transportation, storage, and destruction,
 - ... Conducting safety inspections to ensure compliance with all UXO and explosives safety codes,
 - ... Operating and maintaining air-monitoring equipment required at site for airborne contaminants,
 - ... Ensuring all equipment utilized within the exclusion zone is operated IAW federal, state, and local statutes and codes,
 - ... Establishing personal protective equipment (PPE) requirements for all MEC/UXO-related activities as part of the activity/task risk hazard analysis.

3.17.6 Advance Geophysical Classification

The Contractor shall be required to comply with the Department of Defense Advanced Geophysical Classification Accreditation Program, Office of the Assistant Secretary of Defense Memorandum (April 11, 2016 or series) for all Advanced Classification work on Munitions Response Sites (MRSs).

3.17.7 Quality Assurance Oversight and Support

The munitions response work may involve working with other Navy support or Quality Assurance oversight of other contractors during any of the phases of work and may include performing anomaly avoidance for support or oversight activities (e.g., biological surveys, site visits, etc.), hazardous/toxic wastes assessment/remediation projects, archaeological studies, flora and fauna studies, geotechnical studies, emergency response plans, public evacuation/safety plans and execution, public coordination, and other environmental and/or engineering studies). The work may involve but not be limited to disciplines in the following areas: explosive safety, hazardous/toxic wastes management, noise quality, air quality, water quality, risk assessment, occupational health, industrial hygiene, safety, and public health. The work may also be conducted at non-CERCLA sites involving construction or maintenance and subject to all applicable policy, laws and regulation.

3.18 CONTRACTOR LICENSING REQUIREMENTS FOR WORK OUTSIDE THE UNITED STATES

Task Orders under this contract may be awarded and performed outside the United States and its Territories. Projects may require services in countries that impose restrictions or prohibitions on the use of non-national labor and/or businesses and may require the development of partnerships, joint ventures, or other arrangements with local businesses. Contractors must be duly authorized to operate and conduct business in any host country and must fully comply with all laws, decrees, labor standards, and regulations of the host country during the performance of the contract. The United States may have Status of Forces Agreements (SOFAs) with some countries and those agreements must be complied with. Unless explicitly provided in the RFP for the relevant task order, the U.S. Government will not offer "United States Official Contractor," "Technical Representative," or similar status under any SOFA; nor will the U.S. Government certify any employees of a contractor as "Members of the Civilian Component" under a SOFA. Offerors are expected to familiarize themselves with the laws of host nations whether or not the United States Government provides notice of the existence of such requirements.

PART 4.0 ENVIRONMENTAL AND NATURAL RESOURCES PROTECTION

4.1 GENERAL

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

4.2 SUBMITTALS

For each CTO, provide the required submittals to the Contracting Officer or COR, unless otherwise indicated. The submittal list may include, but is not limited to:

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

f) Storm Water Pollution Prevention Plan

4.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain protection of natural resources and the environment during the life of the project. Plan for and provide environmental protective measures to control any and all pollution that may develop during operations. Plan for and provide environmental protective measures required to correct conditions that develop during site work associated with the project.

4.3.1 Environmental Protection Plan (EPP). For each CTO, an environmental protection plan may be required. An EPP will set out the details of environmental protection, including measures for protecting natural resources, required reports, and other required measures.

4.3.2 Environmental Conditions Report. For each CTO, a survey of the project site with the Contracting Officer or COR prior to starting work may be requested. Photographs may be requested that show existing environmental conditions in and adjacent to the site.

4.4 PROTECTION OF NATURAL RESOURCES

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Installation Natural Resource Management Plans shall be followed when determining protection of natural resources. Restore to an equivalent or improved condition upon completion of work. Confine activities to within the limits of the work specified in the CTO.

4.4.1 Land Resources. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer or COR's approval. Do not fasten or attach ropes, cables, or guys to existing trees for anchorage, unless approved by the Contracting Officer or COR in writing.

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

4.4.3 Replacement. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer or COR's approval before removal and replacement.

4.4.4 Temporary Construction. Grade temporary roads, parking areas, and similar temporarily used areas to conform to surrounding contours. When construction is over, remove traces of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials, and repair the area as specified in CTOs.

4.4.5 Stream Crossings. The Contracting Officer or COR's approval is required before any equipment will be permitted to ford streams. In areas where frequent crossings are required, install temporary culverts or bridges when applicable after obtaining appropriate Army Corps of Engineers permits. Remove temporary culverts or bridges upon completion of work, and repair the area as specified in CTOs.

4.4.6 Fish and Wildlife Resources. Do not disturb fish or wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish or wildlife, except as specified in CTOs.

4.4.7 Wetland Areas. The Contractor shall not disturb any wetland areas unless authorized by Contracting Officer or COR.

4.5 CULTURAL RESOURCES

Carefully preserve and report immediately to the Contracting Officer or COR any historical or archaeological items, or apparent human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer or COR to resume work. Protect monuments, markers, and works of art.

4.5.1 Definitions.

a) “Historic Preservation”, for the purposes of this contract, includes identification, evaluation, recordation, documentation, curation, protection, management, and/or stabilization of historic properties.

b) “Historic Property” means any prehistoric or historic district, site, building, structure, object, or Traditional Cultural Property included in, or eligible for inclusion in, the National Register of Historic Places.

c) “Traditional Cultural Property” is, generally, a property that is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that; (a) are rooted in that community’s history, and (b) are important in maintaining the continuing cultural identity of the community.

4.5.2 General Requirements.

4.5.2.1 Historic Preservation Services. Historic preservation services shall be provided as specified in each CTO. Historic property protection services shall be conducted in accordance with the National Historic Preservation Act of 1966 (as amended), and professional archaeological standards and practices. Installation Cultural Resources Management Plans shall be followed when determining protection of historical and archeological resources.

4.5.2.2 Research Design. As specified in each CTO, the Contractor shall provide a Research Design in accordance with the Secretary of the Interior’s Standards and Guidelines for Archaeological Documentation (48 FR 44716), prior to on site activities.

4.5.2.3 Special Protection Tasks. The Contractor shall, in accordance with applicable plans and SOPs, conduct fieldwork tasks in addition to those listed above to preclude or minimize adverse effects to historic properties. These tasks may include the construction, transportation, placement, and subsequent removal of physical barriers (protective works); the recording of historic properties data before, during and after remedial work; and site restoration.

4.5.2.4 Treatment of Human Remains and Associated Objects. In the event of the inadvertent discovery of known or suspected human remains and/or associated objects, the Contractor shall stop work in the immediate area, protect the discovery from imminent harm, and immediately notify the Contracting Officer or COR. The Contractor shall use the services of personnel trained in the field identification of human remains to confirm the discovery. Work in the area shall be suspended until the Contractor receives written notification to proceed from the Contracting Officer or COR. Treatment of known or confirmed human remains will be determined by the Navy on a case-by-case basis, but may require the Contractor to perform site stabilization, data collection, or data recovery.

4.5.2.5 Historic Preservation Progress Reports. As specified in each CTO, the Contractor shall prepare and submit monthly, quarterly and annual progress reports on the historic preservation work performed.

4.6 EROSION AND SEDIMENT CONTROL MEASURES

4.6.1 Burn off. Burn off of the ground cover is not permitted.

4.6.2 Borrow Pit Areas. Manage and control borrow pit areas to prevent sediment from entering nearby streams or lakes. Restore areas disturbed by borrow and haul operations, including those outside the borrow pit. Restoration includes grading, replacement of topsoil, and the establishment of a permanent vegetative cover. Uniformly grade the bottom of the borrow pits to provide a flat bottom and drain by outfall ditches or other suitable means. Stockpile topsoil removed during the borrow pit operations, and use as part of restoring borrow pit areas.

4.6.3 Protection of Erodible Soils. Prepare erosion prevention plan for stakeholder approval, if applicable. Obtain a National Pollutant Discharge Elimination System (NPDES) permit if applicable, on behalf of the Government. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Immediately protect the side slopes and back slopes upon completion of rough grading. Finish the earthwork brought to a final grade, as indicated or specified in CTOs.

4.7 CONTROL AND DISPOSAL OF SOLID AND SANITARY WASTES

Collect solid wastes and place in containers, which are regularly emptied at intervals to prevent the attraction of rodents or disease vectors. Do not prepare, cook, or dispose of food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. Upon completion of work, leave the areas clean.

Control and dispose of waste appropriately. Dispose of rubbish, debris, garbage, and sewage according to procedures and requirements specified in the CTO. The Contractor is required to utilize only permitted disposal facilities. When requested, provide permit ID#, facility address, and POC.

4.8 CONTROL AND DISPOSAL OF HAZARDOUS MATERIAL AND WASTE

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

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

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

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

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

4.8.6 Waste Manifests. Original waste manifests shall be forwarded to the Contracting Officer or COR.

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

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

4.9 DUST CONTROL. Keep dust down at all times, including during non-working periods. Sprinkle or treat the soil at the site, haul roads, and other areas disturbed by operations with dust suppressants. Dry power brooming shall not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing shall be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting shall be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

4.10 NOISE

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

4.11 ASBESTOS

No asbestos-containing materials shall be used by the Contractor in performing the services required on the CTOs issued under this contract. For the purposes of this requirement, asbestos is defined to include any of the following six fibrous mineral silicates of commercial importance: chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "materials containing hazardous" is defined as including all materials that either are known or can logically be expected to require the use of asbestos.

4.12 PERMITS

When applicable, Contractor will obtain administrative and substantive permits, licenses, and certificates required by CTOs.

PART 5.0 SAFETY AND HEALTH

5.1 DESCRIPTION

This part describes in general terms the minimum Contractor safety and health requirements associated with the contract. The Contractor shall prepare, implement, and enforce for each site described in CTOs an Accident Prevention Plan/ Site Safety and Health Plan (APP/SSHP). The Contractor shall ensure that safety and health provisions on these plans are also followed by their subcontractors, suppliers, and support personnel.

5.2 SAFETY AND HEALTH PROGRAM

The Contractor's Safety and Health Program and APP/SSHPs shall comply with and reflect appropriate requirements of the Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the U.S. Army Corps of Engineer (USACE) "Safety and Health Requirements Manual," EM-385-1-1, November 2014 or latest edition; United Facilities Guide Specifications (UFGS), November 2015 or latest edition; and any other relevant Federal, State, and local statutes and regulations.

5.3 IMPLEMENTATION

5.3.1 Corporate Safety and Health Plan. After contract award, the Contractor will be tasked to submit a current Corporate Safety and Health Program (CSHP) to the Contracting Officer for review by the Government and for use by the Contractor in the preparation of the APP, SSHP, and other safety and health plans required by the contract. The Contractor shall make any additions or revisions required as a result of this review.

5.3.2 Accident Prevention Plan (APP). For each CTO, prepare a written APP. The APP shall interface with the CSHP. An APP with appropriate appendices [e.g., SSHP, for hazardous waste operations, Activity Hazard Analysis (AHA), etc.] shall be developed before the initiation of work at the job site, describing the specific work and hazards, and implementing in detail the pertinent requirements as required by the USACE EM 385-1-1 manual. If by the nature of the work an item is not applicable, the Contractor will so state and provide a justification for why that element/sub-element is not applicable. Changes and modifications to the APP are permitted and shall be made in writing with the knowledge and concurrence of the Contractor's Health and Safety Manager, and accepted by the Government's Designated Authority's (GDA).

The preparer of the APP shall be proficient on the USACE EM 385-1-1, and skilled in applying relevant and appropriate requirements on the safety and health aspects of the project. Contractor personnel qualified to prepare, approve, and concur with the APP are listed in EM 385-1-1 Appendix A.

At the projects site, the Site Safety and Health Officer (SSHO) shall be fully responsible to ensure that all mishaps/incidents and near misses are properly notified to the Contracting Officer, RPM/PM, and local Resident Officer In Charge of Construction/Facilities Engineering and Acquisition Division (ROICC/FEAD) office as soon as practical, but no more than 24 hours afterwards. An accident investigation shall be conducted for recordable injuries and illnesses, for Medical Treatment defined in paragraph DEFINITIONS, UFGS-01 35 26, property damages, and accidents resulting in at least \$20,000 in damages and near misses as defined in the USACE EM 385-1-1, to establish the root cause(s) of the accident. The NAVFAC Contractor Incident Reporting System (CIRS) form shall be completed and submitted to the FEAD/ROICC, and copies sent to the Contracting Officer and RPM/PM. Contractor shall preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and the Government investigation is conducted. Site shall be secured by the Contractor until the

Government investigation is formally completed and the site restored to its proper order. A "Follow-up" or "Final" CIRRS shall be submitted within five (5) days of the accident to the GDA.

Additional responsibilities of the SSHO and other Contractor personnel are spelled out in the UFGS-01 35 26 and have to be adhered to on the project site.

5.3.3 Site Safety and Health Plan (SSHP). The Contractor when required shall prepare a written SSHP and shall cover all the elements in project in specific detail as described in Section 33 of the USACE EM 385-1-1 manual. Changes and modifications to the SSHP are permitted and shall be made in writing with the knowledge and concurrence of the Contractor's Health and Safety Manager and accepted by the GDA. The SSHP shall be prepared as a standalone document and include the AHA as an attachment APP/SSHP. Once in the final form and accepted by the GDA, the APP and SSHP, remaining as standalone documents, shall be combined into one binder and shall be titled APP/SSHP. A copy of these plans are required to be on the job site and made available for use by all Contractor and GDA personnel.

5.3.4 Acceptance of APP/SSHP. Acceptance of the Contractor's APP/SSHP is required prior to the start of field activities on each CTO. Changes are subject to approval by the Government. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the approved plan shall be implemented without written concurrence by the Contracting Officer or designated representative. The Government reserves the right to require the Contractor to make changes in their APP/SSHP and operations as necessary during the course of a project to ensure the health and safety of persons and Government properties on or near the site.

5.4 PROTECTIVE EQUIPMENT FOR GOVERNMENT VISITORS

The Contractor shall maintain on-site protective equipment as specified in each CTO for use by Government personnel.

5.5 QUARTERLY ACCIDENT REPORTS.

The contractor shall submit a Contractor Incident Summary Log (CISL) quarterly with the information identified herein.

- a) Name and initials of the injured. If property damage, state property damage.
- b) Date when the injury or property damage occurred.
- c) Contractor name and contract number. The Contractor name is the Contractor who the injured worked for or caused the property damage. Prime Contractors name not required unless their employee was the individual involved.
- d) Classify the injury as either Lost Time/Workday, No Lost Time, Other OSHA Recordable or Other. In the instance where property damage is involved classify as Property Damage and specify estimated value of damage.
- e) Specify whether the Prime Contractor or Subcontractor caused the injury or property damage.
- f) Identifying whether the Prime Contractor meets the requirements of being classified as an 8(a) or Other Small Business Contractor. SBA 8(a) classification only applies to PRIME Contractors.
- g) Identify whether the sub-Contractor was responsible for the injury/property damage and meets the SBAs requirements to be classified as an 8(a) or Small business Contractor.
- h) Identify the Prime Contractor, if not previously identified.

A CISL form shall be provided at the preconstruction or coordination and mutual understanding meeting.

5.6 HEALTH AND SAFETY MANAGER.

The Contractor shall use a Health and Safety Manager, who is an experienced Certified Safety Professional (CSP) by the Board of Certified Safety Professionals or Certified Industrial Hygienist (CIH) to implement and oversee the Health and Safety Program and to develop, implement, and sign APP/SSHPs. Any changes to the established Health and Safety Program or APP/SSHPs shall be at the direction and approval of the Health and Safety Manager, with concurrence of the Contracting Officer or designated representative. The Health and Safety Manager will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation, when required by the contract or the Contracting Officer or designated representative. Refer to section 1.3.3 for minimum qualifications for the Health and Safety Manager.

5.7 SITE SAFETY AND HEALTH OFFICER (SSHO)

In addition, the Contractor shall use a trained, experienced SSHO to assist and represent the Health and Safety Manager in continued implementation and enforcement of the approved APP/SSHPs. A SSHO shall be assigned to each site and shall report to the Health and Safety Manager in matters pertaining to site health and safety. The SSHO shall have the on-site responsibility and authority to modify and stop work, or remove personnel from the site if working conditions change that may affect on-site and off-site health and safety. The SSHO shall be the main contact for any on-site emergency situation. Except in an emergency, the SSHO may modify the approved APP/SSHP only after consultation and concurrence of the Health and Safety Manager and the Contracting Officer or designated representative. Refer to section 1.3.5 for minimum education and experience requirements for the SSHO.

PART 6.0 QUALITY MANAGEMENT AND SAMPLING AND ANALYSIS PLAN

6.1 SUMMARY

This part establishes minimum requirements for quality management that shall apply to all CTOs. The Contractor shall have a documented quality system (referred to as the Quality Management Plan or QMP) that conforms to the Uniform Federal Policy (UFP) for implementing Quality Systems (QS) – 2005 (EPA-505-F-03-001) and ANSI/ASQ E4-2004: Quality Systems for Environmental Data and Technology Programs. The QMP Manual shall be in accordance with a corporate-quality commitment (however named) which describes the Contractor's Executive Management assurance of implementation and maintenance of a QS for the Contract. The Contractor shall require subcontractors to implement a compliant QS, or shall implement oversight to meet the QS requirements. More stringent requirements may be included in specific CTOs if the statement of work indicates they are needed; it must meet the requirements in the Uniform Federal Policy for Quality Assurance Project Plans, EPA March 2005.

6.1.1 Project Chemist. A project chemist shall be assigned to each project that includes environmental sampling or testing. As specified in the *DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing* (November 2007), the Contractor Project Chemist provides coordination and quality assurance surveillance of laboratory services, and shall:

- a) Define project-specific Data Quality Objectives (DQO's) that will meet the project-specific performance standards.
- b) Determine appropriateness of sampling and analytical methods and laboratory quality systems.
- c) Oversee preparation of sampling and testing portions of the SAP.
- d) Verify laboratory qualifications and make recommendations for laboratory selection.
- e) Coordinate with the laboratory during contract execution.
- f) Notify the Project Quality Control Manager and Senior Scientist of any problems or nonconformance issues related to environmental sampling and testing.
- g) Perform data review, per contract specifications.
- h) Implement and monitor corrective actions related to environmental sampling and testing, as needed.

Refer to Section 1.3.5 for Project Chemist qualifications.

6.2 SUBMITTALS

Provide the following submittals to the Contracting Officer or the COR:

6.2.1 Quality Management Plan. After Basic Contract award, the Contractor will be tasked to submit a Quality Management Plan (QMP) to the Contracting Officer and the Quality Assurance Manager (QAM). This document will serve as the platform for streamlined CTO-specific plans and procedures. Guidance on the content of the QMP can be found in the following references: 1. EPA Requirements for Quality Management Plans, EPA/240/B-01/002, March 2001; 2. Uniform Federal Policy for Implementing QSs (UFP-QS) Final Version 2 March 2005 (EPA-505-F-03-001); 3. ANSI/ASQ E4-2014 or latest version: QSs for Environmental Data and Technology Programs; and 4. NAVFAC Pacific Quality Management Plan, September 2010 or latest version.

The QS that the Contractor is employing for this contract award is documented at an organizational level in a QMP. The organizational QMP will detail how the QS is to be implemented throughout the organization. A QMP documents how an organization structures its QS and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the QS. It will include information by which the organization will manage, plan, implement, assess, conduct corrective action upon, and continually improve the products, services, and activities involved in environmental data collection or use in environmental technology management. The QMP should generally address 10 elements in the UFP-QS document in order to conform to ANSI/ASQC E4:

1. Management and Organization
2. QS and Description
3. Personnel Qualification and Training
4. Procurement of Products, Services, and Activities
5. Documents and Records
6. Computer Hardware and Software
7. Planning
8. Management of Work Process Implementation, including implementation of the Three Phases of Control: Preparatory, Initial and Follow up (forming the backbone of the Contractor's Quality Control System). Through the Three Phases of Control, the Contractor establishes the correct quality at the beginning of each feature of work and monitors the work through completion to ensure that quality requirements are met.
9. Assessment and Response
10. Quality Improvement

The QMP must be sufficiently inclusive, explicit, and readable to enable both management and staff to understand the priority upon which management places on QA and QC activities, the established quality policies and procedures, and their respective quality-related roles and responsibilities. The QMP must be written so that an assessment of the suitability and effectiveness of the organization's QS can be accomplished. Such assessments will enable management to determine if the QS meets the needs of the organization. The QMP should be focused on the processes and procedures used to plan, implement, and assess the programs to which it is applied, and must include definitions of appropriate authorities and responsibilities for managers and staff.

6.2.2 CTO-specific Sampling and Analysis Plans (SAPs), also referred to as UFP-Quality Assurance Plans (QAPPs), shall contain all of the required elements of Field Sampling Plans (FSPs) and QAPPs and shall be prepared and submitted in accordance with NAVFAC and EPA guidance to the designated NAVFAC authority for approval prior to regulatory review and field implementation. Sampling and testing requirements shall be developed and documented in the SAP in accordance with the *Uniform Federal Policy for Quality Assurance Project Plans* (March 2005 or latest version), the CTO statement of work, and site-specific data quality objectives. It includes or references Standard Operating Procedures (SOPs) used to perform work. Submitted documents shall recognize the responsibility of Contractor to carry out its quality control obligations and contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the CTO. The Program QC Manager and Project Manager shall review and approve the SAPs prior to submittal to the NAVFAC Quality Assurance Manager (QAM). The SAPs shall be submitted to the NAVFAC QAM for review and approval prior to regulatory review and field implementation. The Government will review the submitted document and provide comments, indicating acceptance or rejection. As required, the Contractor shall revise the document to address all comments and shall submit the revised document to the Government for acceptance. Deviations from this protocol shall be approved by Navy personnel on a project specific basis. Written approval must be obtained for any deviations from the above requirements. All project-specific SAPs shall be prepared utilizing the most recent NAVFAC Pacific's SAP template. This template can be obtained by contacting the NAVFAC QAM.

6.3 QC PROGRAM

Contractor QC Program requirements are described in the QMP. This document describes the QC organization, plans, and procedures that will be tailored according to the CTO scope of work.

6.3.1 Requirements. Establish and maintain an overall QC Program consisting of a QC Organization; QC

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

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

6.4 QC MANAGEMENT

6.4.1 Project QC Manager. Provide a Project QC Manager to enforce the approved Project QC Plans. Any changes to the Project QC Plans shall be at the direction and approval of the Project QC Manager, with concurrence of the Contracting Officer or designated representative. The Contractor shall utilize trained, experienced Project QC Managers for implementation and enforcement of the approved Project QC Plans. The Project QC Manager for each CTO shall manage the site-specific QC requirements in accordance with the Project QC Plan. The Project QC Manager is required to attend the coordination and mutual understanding meeting, conduct QC meetings, perform the three phases of control, perform submittal review, perform submittal approval except for submittals designated for Contracting Officer or designated representative approval, ensure testing is performed, and prepare QC certifications and documentation required in this contract. Refer to section 1.3.5 for Project QC Manager qualifications.

6.5 QUALITY CONTROL PLANS

6.5.1 Program Level

6.5.1.1 The QMP establishes minimum requirements for quality control that shall apply to all CTOs. The Contractor shall require subcontractors to implement a compliant QS, or shall implement oversight to meet the QS requirements.

6.5.2 Project (CTO) Level

6.5.2.1 Project QC Plan. For each CTO, submit for approval by the Contracting Officer or designated representative, a Project QC Plan that covers both on-site and off-site work and include the following:

- a) Name and qualifications, in resume format, for the Project QC Manager.
- b) A letter signed by an officer of the firm appointing the Project QC Manager and stating that the Project QC Manager is responsible for implementing the QC program as described in this contract. Include in the letter the Project QC Manager's authority to direct the correction of non-conforming work.
- c) Procedures for reviewing, approving, and managing submittals. Provide the names of persons authorized to review and certify submittals prior to approval. Provide the initial submittal of the submittal register as specified in Part 7, "Submittals," and as required by the CTO.
- d) Construction testing requirements as identified in Section 6.9.2.
- e) Environmental sampling and testing requirements shall be developed and documented in a Sampling and Analysis Plan, which is submitted as an appendix to the Work Plan. The Sampling and Analysis Plan shall be prepared in accordance with the *Uniform Federal Policy for Quality Assurance Project Plans* (Mar 2005). Refer to Section 6.2.2 for additional information.
- f) A testing plan and log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.

- g) Procedures to identify, record, track and complete rework items.
- h) Documentation procedures, including proposed report formats.
- i) A listing of outside organizations such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor and a description of the services these firms will provide.

6.5.4 Preliminary Work Authorized Prior to Approval. No work is authorized to proceed prior to the approval of the SAPs and the Project QC Plan, unless specifically authorized by the Contracting Officer or COR. The Contracting Officer or the NAVFAC QAM reserves the right to require changes to project plans to ensure the quality of work specified in the contract and CTO.

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

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

6.7 QC MEETINGS

After the start of site work, the Contractor shall conduct QC meetings as required by the Contracting Officer or COR at the work site, with the project superintendent and the foreman responsible for the upcoming work. Meetings conducted shall be recorded in the contractor QC report. The Contracting Officer or designated representative may attend any of these meetings. These meetings may be held in conjunction with other meetings (i.e. tool box safety meetings). QC Meeting attendance, agenda, and frequency and procedures for distributing meeting minutes will be established by the Contracting Officer, or COR, after CTO award. As a minimum, the following shall be accomplished at each meeting:

6.7.1 Minimal Meeting Requirements.

- a) Review the minutes of the previous meeting
- b) Review the schedule
 - (1) Work or testing accomplished since last meeting
 - (2) Rework items identified since last meeting
 - (3) Rework items completed since last meeting
- c) Review the status of submittals
 - (1) Submittals reviewed and approved since last meeting
 - (2) Submittals required in the near future
- d) Review the work to be accomplished in the next two (2) weeks and documentation required. Schedule the three phases of control and testing

- (1) Establish completion dates for rework items
 - (2) Preparatory phases required
 - (3) Initial phases required
 - (4) Follow-up phases required
 - (5) Testing required
 - (6) Status of off-site work or testing
 - (7) Documentation required
- e) Resolve QC and production problems
- f) Address items that may require revising the Project QC Plan.
- (1) Changes in procedures

6.8 THREE PHASES OF CONTROL

The Contractor shall perform the three phases of control for each definable feature of construction work described in the NAVFAC Construction Quality Management Program, NAVFAC P-445/ NAVFAC 0525-LP-037- 7202, June 2000. Guidelines for performing and documenting the preparatory, initial, and follow-up inspections are contained in the Contractor's QMP. Note: these guidelines are based on the Department of the Navy (DON), Naval Facilities Engineering Command Guide Specification, NFGS-01450J, Quality Control. The Contractor shall notify the Contracting Officer, or COR, prior to the start of the preparatory and initial phases. The notification procedures and lead-time will be established for each CTO by the Contracting Officer or COR.

Definable features of work shall be specified in the Project QC Plan approved by the Contracting Officer or designated representative. The three phases of control shall adequately cover appropriate on-site and off-site work and shall include the following:

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

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

- h) Discuss construction methods.

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

- a) Establish the quality of workmanship required.
- b) Resolve conflicts.
- c) Review the safety plan and the appropriate activity hazard analysis to ensure that applicable safety requirements are met.
- d) Ensure that testing is performed.

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

- a) Ensure the work is in compliance with contract requirements.
- b) Maintain the quality of workmanship required.
- c) Ensure that testing is performed.
- d) Ensure that rework items are being corrected.

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

6.9 LABORATORIES

6.9.1 Environmental. Laboratories performing Environmental Restoration (ER) or compliance work funded by Environmental Restoration, Navy (ER,N) or Base Realignment and Closure (BRAC) must have current accreditation under the DoD Environmental Laboratory Accreditation Program (DoD ELAP) for the specific lab tests and analytes for each sample matrix. Laboratories shall also be certified by the State (if available) in which the project/site is located. On-site chemical analysis by mobile laboratories that are generating definitive data for an Environmental Restoration project must be performed by mobile laboratories certified by the State (if available) in which the project/site is located. Unless otherwise specified, analysis shall only be performed in accordance with the approved SAPs. Any deviation from the above requirements must be approved in writing by the appointed NAVFAC QAM.

6.9.2 Non-Environmental. Except as stated otherwise in the specification sections, perform construction sampling and testing required under this contract. Construction testing includes soil compaction, materials evaluation, concrete strength testing, etc. Provide an independent testing laboratory qualified to perform sampling and testing required by the contract. Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) Program, and the American Association for Laboratory Accreditation (AALA) Program. Furnish to the Contracting Officer or COR a copy of the certificate of accreditation, scope of accreditation, and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the contract. Any deviation from the above requirements must be approved in writing by the Contracting Officer or designated representative and documented in the project Work Plan. Accreditation requirements for laboratories performing work funded by other DoD programs will be specified in the CTO PWS and considered on a case by case basis. The Contracting Officer or NAVFAC QAM must approve any deviation from the above requirements in writing.

6.9.3 Geotechnical Testing Laboratories. Geotechnical testing shall be conducted in accordance with laboratory requirements specified in ASTM D-3740. The laboratory shall have experience performing physical testing of materials potentially contaminated with HTRW or MC. The types of laboratory services anticipated under this

contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests and relative density tests. Any deviation from the above requirements must be approved in writing by the Contracting Officer or designated representative.

6.9.4 Inspection of Testing Laboratories. Prior to approval of non-accredited laboratories, the proposed testing laboratory facilities and records may be subject to inspection by the NAVFAC QAM or COR.

6.9.5 Capability Check. The NAVFAC QAM or COR retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing for compliance with the standards set forth in this contract.

6.9.6 Analytical Laboratory Requirements. The Contractor shall utilize a qualified, independent analytical laboratory to perform analytical testing required by CTOs issued under this contract.

a) Laboratory Quality System. As required by DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing Services (November 2007 or latest version), laboratories performing analyses in support of this contract must have an established and documented laboratory quality system that conforms to ISO/IEC 17025 as implemented by the *DoD Quality Systems Manual for Environmental Laboratories* (QSM) (July 2013 or latest version). The laboratory's authorized contract representative and the laboratory Quality Assurance Officer (however named) must declare laboratory conformance to the DoD QSM using the forms in Reference (n). The declaration shall be included in the project-specific SAP as an Appendix.

b) Laboratory Accreditation. Laboratories must possess any required state or host nation certification and/or be accredited for each applicable test method, by a nationally recognized laboratory accreditation body (e.g. NELAP), compliant with ISO/IEC 17011:2004. All laboratories must demonstrate the ability to generate acceptable results from the analysis of proficiency-testing (PT) sample(s), subject to availability, using each applicable method in the specified matrix. Upon request, laboratories must make available to the Government, the results of all PT samples analyzed by the laboratory during the period of performance. The Contractor shall review and ensure the laboratory makes appropriate documentation available to the Government Chemist/QAM. All laboratories are subject to on-site assessments by authorized representatives of the Government.

c) Changes to Laboratory Accreditation Status. The Contractor shall ensure the Government is notified in writing of any change in laboratory certification or accreditation status within 30 calendar days of the change. This written notification requirement applies, but is not limited, to suspension or revocation of certification or accreditation.

d) Analytical Methods. Unless otherwise specified in the CTO PWS, chemical analyses shall be performed using current EPA procedures and in conformance with *Department of Defense Quality Systems Manual for Environmental Laboratories* (July 2013 or latest version) and EPA and state agency requirements.

6.9.7 Analytical Results. Cite applicable contract requirements or test procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer or designated representative. Furnish a summary report of field tests at the end of each month. Attach a copy of the summary report to the last Contractor Daily Quality Control Report of each month. Additional deliverable requirements may be defined in the PWS.

6.9.8 Additional Requirements for ER,N and BRAC Funded Task Orders.

a) Project Procedures Manual. Standard Operating Procedures for project planning, sampling, data validation, and quality control are provided in the *Project Procedures Manual, U.S. Navy Environmental Restoration Program, NAVFAC Pacific* (May 2015 or latest version). These procedures shall be utilized for all ER,N and BRAC funded projects performed in the NAVFAC

Pacific Area of Responsibility, which includes Hawaii and Guam. Any deviations from the procedures shall be approved by the Contractor CTO Manager and Senior Scientist and documented in the project Sampling and Analysis Plan and Report. Laboratory reporting and data validation protocols shall follow both the latest Project Procedures Manual and the latest version of the DOD QSM, where the two differ, the DOD QSM shall take precedence.

b) The laboratory electronic data deliverable shall be provided in native file format (e.g. NEDD) on the Navy RPM and Administrative Record CD copies. The RPM and Administrative Record CDs shall also include the laboratory analytical data packages (e.g. forms, raw data) in pdf format and hard copy. Note: Hardcopy of the analytical data packages is required to be archived to the Federal Records Center (FRC). Refer to Records Keeping Manual procedures (Sep 2009 or latest version).

c) National Priority List Sites. Additional requirements and background information for ER,N funded Pearl Harbor National Priority List sites is provided in the *Pearl Harbor Naval Complex Quality Assurance Program Plan (PHNC QAPP)* (January 2000). An updated document, the *Quality Assurance Program Plan, Pearl Harbor Naval Complex and Telecommunications Area Master Station Pacific*, is currently under development and will serve as the quality assurance program plan for the Pearl Harbor and NCTAMS NPL sites. When finalized, this document will replace the PHNC QAPP

d) All documents (in-progress, draft, draft final or final) generated by the contractor for public release shall be screened to ensure contents do not contain sensitive information protected by any of the nine exemptions under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Refer to Environmental Restoration Program Records Keeping Manual (latest version) procedures.

6.10 QC CERTIFICATIONS

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

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

6.10.3 Completion Certification. Upon completion of work under a CTO, the Project QC Manager shall furnish a certificate to the Contracting Officer or COR attesting that "the work has been completed, inspected, and tested, and is in compliance with the contract."

6.11 QC DOCUMENTATION

Maintain current and complete records of on-site and off-site QC program operations and activities. For each CTO, deliver the following to the Contracting Officer and/or COR, and other parties as identified through regional distribution listings

6.11.1 Contractor Daily Production Report. Production Reports are required for each day that work is performed and shall be attached to the Contractor Daily Quality Control Report prepared for the same day. Submit original and one copy by 10 A.M. the next working day after each day that work was performed. Account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Production Reports are to be prepared, signed, and dated by the superintendent and shall contain the following information:

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

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

6.11.2 Contractor Daily Quality Control Report. Reports are required for each day that work is performed, and for every 7 consecutive calendar days of no-work on the last day of that no-work period. Submit original and one copy by 10 A.M. the next working day after each day that work was performed. Reports must account for each calendar day throughout the life of the contract. The reporting of work shall be identified by terminology consistent with the schedule. Contractor Daily Quality Control Reports are to be prepared, signed, and dated by the Project QC Manager and shall contain the following information:

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

- e) Results of the three phases of control for off-site work, if applicable, including actions taken.
 - f) List rework items identified, but not corrected by close of business.
 - g) As rework items are corrected, provide a revised rework items list along with the corrective action taken. (NOTE: ALL REWORK WILL BE NON-FEE BEARING)
 - h) Include a "Remarks" section in this report which shall contain pertinent information including directions received, QC problem areas, deviations from the Project QC Plan, construction deficiencies encountered, QC meetings held, acknowledgment that as-built drawings have been updated, corrective direction given by the Project QC Manager, and corrective action taken by the Contractor.
 - i) Contractor Quality Control Report Certification.
- 6.11.3 Testing Plan and Log. As tests are performed, the Project QC Manager shall record on the testing plan and log the date the test was conducted, the date the test results were forwarded to the Contracting Officer or designated representative, and any remarks and acknowledgment that an accredited or Contracting Officer approved testing laboratory was used. Attach a copy of the updated testing plan and log to the last daily Contractor Daily Quality Control Report of each month.
- 6.11.4 Monthly Summary Report of Field Tests. Submit original and one copy attached to the Contractor Daily Quality Control report at the end of each month.
- 6.11.5 QC Meeting Minutes. Submit one copy within two calendar days of the meeting.
- 6.11.6 Rework Items List. The Project QC Manager shall maintain a list of work that does not comply with the contract, identifying what items need to be reworked, the date the item's unsuitability was originally discovered, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the Contractor rework items list to the last Contractor Daily Quality Control Report of each month. The Contractor shall be responsible for including on this list items needing rework, including those identified by the Contracting Officer or COR.
- 6.11.7 As-Built Records. The Project QC Manager is required to review the as-built records to ensure that as-built records are kept current on a daily basis and marked to show deviations that have been made from the contract drawings. The Project QC Manager shall initial each deviation or revision. Upon completion of work, the Project QC Manger shall submit a certificate attesting to the accuracy of the as-build records prior to submission to the Contracting Officer or COR.

PART 7.0 SUBMITTALS (GENERAL STANDARDS)

7.1 SUMMARY. This part establishes the requirements for submittal by the Contractor for review and approval. Submittals for CTOs shall be prepared and processed using this part, including those requirements specified in other parts of Section C as being submitted in a CTO.

7.2 TYPES OF SUBMITTALS. Submittals include shop drawings, product data, samples, administrative and closeout submittals, and additional technical support data presented for review and approval.

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

a) Shop Drawings. As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier Contractor, to illustrate a portion of the work. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

b) Product Data. Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate a portion of the work, but not prepared exclusively for this contract. Types are as listed in the paragraph entitled

"Schedule of Submittal Descriptions (SD)."

c) Samples. Physical examples of products, materials, equipment, assemblies, or workmanship, physically identical to a portion of the work, illustrating a portion of the work or establishing standards for evaluating the appearance of the finished work or both. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

d) Administrative Submittals. Submittals of data for which reviews and approval will be required to ensure that the administrative requirements of the project are adequately met but not to ensure directly that the work is in accordance with the design concept and in compliance with the contract documents. Types are as listed in the paragraph entitled "Schedule of Submittal Descriptions (SD)."

e) Approving Authority. The person who is authorized to approve a submittal.

7.3 SUBMITTAL REGISTER. For each CTO, submit a Submittal Register. Instructions for completion of the Government furnished Submittal Register are provided in Section 7.8. The submittal register with columns (a), (b), (c), and (d) completed by the Contractor is designated the initial submittal register required as a part of the Project QC Plan. Additional details concerning the use of the submittal register will be explained at the preconstruction conference.

7.4 PROCEDURES FOR SUBMITTALS

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

7.4.2 Constraints

a) Submission. Submittals shall be complete for each definable feature of work; components of the definable features interrelated as a system shall be submitted at the same time.

b) Acceptability. When submittal acceptability is dependent on conditions, items, or materials included in separate subsequent submittals, the submittal will be returned without review.

c) Approval. Approval of a separate material, product, or component does not imply approval of the assembly in which the item functions.

7.4.3 Scheduling

a) Coordination. Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.

b) Review Period. Except as specified otherwise, allow a review period, beginning with receipt by the approving authority, that includes at least 20 working days for submittals requiring Project QC Manager approval and 20 working days for submittals requiring Contracting Officer or designated representative approval. The period of review for submittals with Contracting Officer or designated representative approval begins when the Government receives the submittal from the Contractor's QC organization. The period of review for each resubmittal is the same as for the initial submittal.

7.4.4 Contractor's Responsibilities

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

b) Transmission. Transmit submittals to the QC organization in orderly sequence, in accordance

with the submittal register, and to prevent delays in the work, delays to the Government, or delays to separate Contractors.

c) Revisions. Correct and resubmit submittal as directed by the approving authority. Direct specific attention, in writing or on resubmitted submittal, to revisions not requested by the approving authority on previous submissions.

d) Copies. Furnish additional copies of submittals when requested by the Contracting Officer or designated representative, to a limit of 20 submittals.

e) Completion of Work. Complete work which shall be accomplished as a basis of a submittal in time to allow the submittal to occur as scheduled.

f) Approval. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted" except to the extent that a portion of the work shall be accomplished as a basis of the submittal.

7.4.5 QC Organization Responsibilities

a) Receiving Date. Note the date on which the submittal was received from the Contractor on each submittal for which the Project QC Manager is the approving authority.

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

c) Review. Review submittals for conformance with project design concepts and compliance with the contract documents.

d) Action. Act on submittals, determining the appropriate action based on the QC organization's review of the submittal.

(1) When the Project QC Manager is the approving authority, take the appropriate action on the submittal from the possible actions defined in the paragraph entitled "Actions Possible."

(2) When the Contracting Officer or designated representative is the approving authority or when a variation has been proposed, forward the submittal to the Government with the certifying statement or return the submittal marked "not reviewed" or "revise and resubmit" as appropriate.

e) Legible. Ensure that material is clearly legible.

f) Certification Stamp. Stamp each sheet of each submittal with the Contractor's certification stamp, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

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

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

Certified by Submittal Reviewer _____, Date _____

(signature when applicable)

Certified by Project QC Manager _____, Date _____
(signature)

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

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

Certified by Submittal Reviewer _____, Date _____
(signature when applicable)

Approved by Project QC Manager _____, Date _____
(signature)

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

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

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

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

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

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

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

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

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

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

a) Not Reviewed. Submittals marked "not reviewed" shall indicate the submittal has been previously reviewed and approved, is not required as a submittal, does not have evidence of being reviewed and approved by the Contractor, or is not complete. A submittal marked "not reviewed" shall be returned with an explanation of the

reason it is not reviewed. Returned submittals deemed to lack review by the Contractor or to be incomplete shall be resubmitted with appropriate action, coordination, or change.

b) Approved. Submittals marked "approved" or "approved as submitted" authorize the Contractor to proceed with the work covered.

c) Approval as Noted. Submittals marked "approved as noted" authorize the Contractor to proceed with the work as noted provided the Contractor takes no exception to the notations.

d) Revise and Resubmit. Submittals marked "revise and resubmit" or "disapproved" indicate the submittal is incomplete or does not comply with the design concept or the requirements of the Contract documents and shall be resubmitted with appropriate changes.

7.5 FORMAT OF SUBMITTALS

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

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

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

7.5.3 Format for Product Data

a) Presentation. Present product data submittals for each section as a complete, bound volume. Include a table of contents listing page and catalog item numbers for product data.

b) Notation. Indicate, by prominent notation, each product that is being submitted; indicate the specification section number and paragraph number to which it pertains.

c) Product Supplement. Supplement product data with material prepared for the project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for the project.

7.5.4 Format for Shop Drawings

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

7.5.5 Format of Samples

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

7.5.6 Format of Administrative Submittals

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

7.6 QUANTITY OF SUBMITTALS

7.6.1 Number of Copies of Product Data

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

7.6.2 Number of Copies of Shop Drawings

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

(1) Transmit reproducible rolled in mailing tubes.

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

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

7.6.3 Number of Samples

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

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

c) Submit one sample installation, where directed.

d) Submit one sample of non-solid materials.

7.6.4 Number of Copies of Administrative Submittals

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

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

7.7 SCHEDULE OF SUBMITTAL DESCRIPTIONS (SD)

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

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

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

7.7.4 SD-04, Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, detail of fabrications, layout of particular elements, connections, and other relational aspects of the work. A type of shop drawing.

7.7.5 SD-05, Design Data: Design calculations, mix designs, analyses, or other data, written in nature and

pertaining to a part of the work. A type of shop drawing.

7.7.6 SD-06, Instructions: Preprinted material describing installation of a product, system, or material, including special notices and material safety data sheets, if any, concerning impedance's, hazards, and safety precautions. A type of product data.

7.7.7 SD-07, Schedules: A tabular list of data or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work. A type of shop drawing.

7.7.8 SD-08, Statements: A document, required of the Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality. A type of shop drawing.

7.7.9 SD-09, Reports: Reports of inspection and laboratory test, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

7.7.10 SD-10, Test Reports: A report signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product, or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within 3 years of the effective date of award of the CTO. A type of product data.

7.7.11 SD-11, Factory Test Reports: A written report which includes the findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.

7.7.12 SD-12, Field Test Reports: A written report which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, or on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. A type of shop drawing.

7.7.13 SD-13, Certificates: Statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meets specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements that it is intended to address. A type of shop drawing.

7.7.14 SD-14, Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work. A type of sample.

7.7.15 SD-15, Color Selection Samples: Samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work. A type of sample.

7.7.16 SD-16, Sample Panels: An assembly constructed at the product site in a location acceptable to the Contracting Officer or designated representative and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Contracting Officer or designated representative. A type of sample.

7.7.17 SD-17, Sample Installations: A portion of an assembly or material constructed where directed and, if

approved, retained as a part of the work. A type of sample.

7.7.18 SD-18, Records: Documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism. A type of administrative and closeout submittal.

7.7.19 SD-19, Operation and Maintenance Manuals: Data intended to be incorporated in an operations and maintenance manual. A type of administrative and closeout submittal.

7.8 SUBMITTAL REGISTER INSTRUCTIONS

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

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

(1) Column (a): Lists each specification section in which a submittal is required.

(2) Column (b): Lists each submittal description (SD number and type (e.g., SD-04, Drawings) required in each specification section. Follow each submittal description with the list of material or products to be addressed in each submittal description.

(3) Column (c): Lists one principal paragraph in the specification section where a material or product is specified. This listing is only to facilitate submittal reviews. Do not consider entries in column (c) as limiting project requirements; do not consider that a blank must be filled in by Contractor or the Government.

(4) Column (d): Indicates approving authority for each submittal. A "G" indicates approval by Contracting Officer or designated representative; a blank indicates approval by QC manager.

(5) Column (e): Indicates, for submittals to be approved by Contracting Officer or designated representative, specific reviewers other than QC organization. This column may or may not be filled out on the copy supplied by the Government.

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

(1) Column (f): As submittals are processed, list a consecutive number assigned by Contractor for each group of submittals. Place this same number in the appropriate block of "Submittal Transmittal Form." For a resubmission, repeat transmittal control number of the original submittal with a suffix; e.g., No. "100B" is the second resubmission of material originally transmitted under No. "100."

(2) Column (g): List dates scheduled for approving authority to receive submittals. These dates are the scheduled beginnings of the submittal review period. The Contractor proposes these dates and the Contracting Officer or designated representative approves them to establish the approved submittal register.

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

c) Submittal Register Form Columns (j) through (o). Columns (j) through column (o) will be used by the Contractor, QC organization, and Government on their own copies, in the following manner:

7.8.2 Contractor's Responsibilities:

a) Column (j): Enter date submittal is delivered to QC organization if QC manager is approving

authority or to the Government via QC organization if Contracting Officer or designated representative is approving authority.

- b) Columns (k) and (l): No entries are required on Contractor's copy.
- c) Columns (m) and (n): Enter action and date of action by approving authority as shown on returned submittal.
- d) Column (o): Enter date Contractor receives on acted-on submittal.

7.8.3 QC Organization Responsibilities:

- a) Column (j): Enter date QC organization receives submittal from Contractor.
- b) Columns (k) and (l): If approving authority is Contracting Officer or designated representative, enter date QC organization forwards certified submittal to Contracting Officer or designated representative.
- c) Columns (m) and (n): If approving authority is Contracting Officer or designated representative, enter the Government action and date of action as shown on returned submittal. If approving authority is QC manager, enter QC action and date of action.
- d) Column (o): Enter date QC organization returns submittal to Contractor, regardless of who is approving authority. If QC manager is approving authority, the date the submittal is returned to Contractor is also the date the information copy is forwarded to the Government.

7.8.4 Government Responsibilities

- a) Column (j): When Contracting Officer or designated representative is approving authority, enter date submittal is received from QC organization.
- b) Columns (k) and (l): When Contracting Officer or designated representative is approving authority, enter date submittal is routed or received from specialized reviewer, such as fire protection engineer or architect-engineer.
- c) Columns (m) and (n): When approving authority is Contracting Officer or designated representative, enter the Government action and date of action. When approving authority is QC organization, enter QC manager action and date of action, as indicated on information copy forwarded by QC organization.
- d) Column (o): When Contracting Officer or designated representative is approving authority, enter date submittal is returned to Contractor via QC organization.

PART 8.0 ENVIRONMENTAL DATA MANAGEMENT AND REQUIRED ELECTRONIC DELIVERY STANDARDS

8.1 GRAPHIC DATA STANDARDS

All graphic data, including CADD drawings and GIS data, shall conform to the current CADD/GIS Technology Center Spatial Data Standards (SDS) and shall be submitted in one of the following electronic native file formats: AutoCAD v11 or later (AutoDesk), ArcView shapefile or ArcInfo export file (ESRI), or Microinstallation v5.0 or later export file (Intergraph). SDS includes symbols for all aspects of Facilities Management and Military Operations and includes symbols for Environmental Restoration and Compliance. Geospatial data created to support projects will be stored and maintained within NAVFAC's enterprise geodatabase, referred to as the GeoReadiness Enterprise System (GES). There is a regional version maintained by the NAVFAC GeoReadiness Center (GRC). All relevant geospatial data collection standards, metadata standards, and database standards will be taken into account to ensure compatibility with the enterprise geodatabase. The NAVFAC GRC can provide the necessary specifications, but in general, any geospatial data that is created or updated will be compliant with the

current version of the Navy Data Model, which adheres to Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE), DISDI Geospatial Metadata Profile (DGMP), and Spatial Database Engine (SDE). Centralized storage of geospatial data in the enterprise geodatabase will enable access by the entire NAVFAC community. Graphic deliverables are required for all site investigation, site assessment, site verification, remedial investigation, and confirmation sampling activities.

As the Navy's authoritative data repository for environmental restoration data, Navy Installation Restoration Information Solution (NIRIS) also maintains ER spatial data and displays the data in NAVFAC's WebGIS browser, the GRX Viewer. Geospatial data produced as a result of CTOs shall be loaded into NIRIS in accordance with guidance set forth in the GIS Submissions Guide. This guide (and associated templates can be found at https://www.navy.mil/products_and_services/ev/products_and_services/env_restoration/RKM.html or on the Help page in NIRIS.

All geospatial data shall be provided with metadata, using the appropriate coordinate system (e.g., WGS 1984), in an ESRI format (preferably in shapefile or file geodatabase format, although CAD files can be accepted) and submitted to the RDM for importing into the NIRIS geospatial database. NOTE: Geospatial data does not include geospatial data associated with analytical data. Geospatial data associated with analytical data is loaded to NIRIS in the NEDD submittal process.

Additionally, the Contractor shall contact the appropriate RDM to obtain relevant geospatial data for use in official CTO deliverables and environmental records. Geospatial data maintained within NIRIS are considered official in terms of sample locations, site boundaries, legal descriptions of land-use control boundaries, etc. Using geospatial data from any other source could lead to the production of inaccurate maps and figures. If there is a dispute as to whether the geospatial information located in NIRIS is correct, the Contractor shall contact the RDM, RPM, and/or a NIRIS Work Group member for the Naval Facilities Engineering Systems Command (NAVFAC). Contact information for the RDM can be found under Points of Contact of the individual CTO SOW.

The Contractor shall submit all Land Use Control (LUC) data in accordance with the LUC Tracker User Guide https://niris.navy.mil/Private_Documents/Knowledge_Base/Sop_Documentation/NIRIS_LUCTRACKER_USER_GUIDE_3.0.pdf

8.2 NON-GRAPHIC DATA STANDARDS

All Contractors tasked with environmental management, monitoring, investigation, or restoration projects which result in the acquisition of new data, or in the confirmation of existing data, shall be required to submit the data in accordance with the standards and procedures and shall be required to deliver electronic copies of the information to the Contracting Officer or COR. The delivery media shall be CD-ROM.

Utilize Executive Order 12906 "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" and OMB Circular No. A-16 "Coordination of Surveying, Mapping, and related Special Data Activities".

As directed per region, the Navy Environmental Data Transfer Standards (NEDTS 2.01 or later) shall be used for all projects involving the collection of environmental measurements and laboratory analyses. The NEDTS consist of an open platform and software-independent definition consisting of 36 fixed-length tables and associated lists of valid values. NEDTS deliverables are required for all site investigation, site assessment, site verification, remedial investigation, and confirmation sampling activities.

8.3 LABORATORY ELECTRONIC AND HARD COPY DELIVERABLES

Laboratory electronic and hard copy original deliverables are required for projects involving chemical analysis of environmental samples. This includes data collected during remediation activities, including sampling during the start-up and operation of treatment systems (soil vapor extraction, air sparging, ground water extraction and treatment, etc.) and waste characterization (investigation-derived waste (IDW), construction-generated waste, and other materials or wastes) for on-site or off-site treatment/disposal.

The Contractor shall submit all tabular data, including but not limited to, analytical laboratory results, site and project identification information, and field measurements, all collected in the specified NIRIS Electronic Data Deliverables (NEDD) format, unless otherwise specified in the CTO. NEDD tables will be submitted using the NIRIS Data Checker, a web-based component of NIRIS located within the secure part of the NAVFAC Portal.

The Contractor shall submit all raw laboratory analytical data packages (e.g. forms, raw data) in hard copy in accordance with the Environmental Restoration Program Recordkeeping Manual unless otherwise specified in the CTO scope of work.

https://www.navfac.navy.mil/products_and_services/ev/products_and_services/env_restoration/RKM.html

8.4 SURVEY CONTROL INFORMATION

8.4.1 General. The surveyed horizontal geographic position and state plane coordinates shall be referenced to permanent or semi-permanent control points existing on the project site, and shall be accurate to one-quarter meter (0.25 m), plus or minus. Horizontal control of Class One, third order or better, shall be established for all new, semi-permanent and tertiary control points. Horizontal control shall be referenced to the North American Datum of 1983 (NAD83). Data conversions from the metric system to the English system shall use the U.S. Survey Foot definition (1 meter = 39.37 inches exactly). All drawings and calculations shall contain a prominent note stating the aforementioned. Surveying results shall be submitted in accordance with the contract requirements.

8.4.2 Global Positioning System (GPS). Boundary and location survey of historic properties, infrastructure improvements, utilities, roadways, and munitions and explosives of concern shall be performed utilizing the Global Positioning System (GPS) to the maximum extent possible. The Contractor shall survey the clearance boundaries and define the perimeter corners of clearance areas with visible markers. The Contractor shall survey and document the location of all confirmed munitions and explosives of concern items found during surface/subsurface clearance operations, any planimetric features, fence lines, other significant land features not shown on existing maps, and Historic Properties identified during the project. All location surveys of munitions and explosives of concern shall have a horizontal accuracy of one meter and a vertical accuracy of 0.25 meters.

8.4.3 Horizontal and Vertical Controls. The Contractor shall use the existing verified Geodetic Control points, updated to the World Geodetic System of 1984 (WGS 84) Geocentric Reference System (GRS), for all horizontal and vertical controls used for the surveying of the project site.

8.4.4 Final Survey Map. As specified in each CTO, the final survey map of the project work areas shall be completed with 1-meter contours and spot elevations surveyed every 30 meters. All spot elevations shall have a horizontal accuracy of 0.25 meters and a vertical accuracy of 0.1 of a meter.

8.5 DELIVERY REQUIREMENTS

8.5.1 All Contractors tasked with environmental management, monitoring, investigation, or restoration projects which result in the acquisition of new data or in the confirmation of existing data, shall be required to submit the data in accordance with the standards and procedures, and shall be required to deliver electronic copies of the information to the Contracting Officer or COR. The delivery media shall be CD-ROM or DVD.

8.5.2 Media. Submit reports in Microsoft Excel, Word, Access, MS Project or AutoCAD format. Adobe Acrobat format is acceptable; however, when requested by the Contracting Officer, electronic copies of reports and data in native file format shall be furnished. The delivery media shall be CD ROM or DVD.

PART 9.0 PUBLIC RELEASE OF INFORMATION

The Contractor shall not publicly disclose information or data concerning any aspect of the materials or services relating to the contract without the prior written approval of the Contracting Officer, unless required by law (Refer to Section H, Paragraph H14). The Contractor shall refer all press or public contacts to the Navy Remedial Project Manager (RPM). The Contractor may not distribute reports or data to any source, unless specifically authorized by the RPM and the Public Affairs Officer in accordance with NAVFAC Instruction 5720.10A (Reference: NAVFAC 5720/6 Form – Publication Security Review and Clearance). The Contractor shall insert the substance of this paragraph into each subcontract and purchase order related to the project.

9.1 PROPRIETARY INFORMATION

The Contractor may require access to data and information proprietary to a Government agency, another Government Contractor, or of such a nature that its dissemination or use, other than as specified in this contract, would be averse to the interests of the Government or others. Neither the Contractor's nor subcontractor's personnel shall divulge or release data or information developed or obtained under performance of this contract, except to

authorized Government personnel or upon written approval of the Contracting Officer or COR. The Contractor shall not use, disclose, or reproduce proprietary information bearing a restrictive legend, other than as specified in the contract or applicable CTO. The Contractor shall not release any information on any part of the subject matter of this contract, or any phase of any program hereunder, without the prior written approval of the Contracting Officer or COR.

9.1.1 The Contractor's and subcontractor's employees shall not disclose or release any information on publicly accessible or private websites, including photos of project sites, names or locations of project sites, or names of employees working in support of the project requirements. This list is not all inclusive. The Contractor is to ensure that all personnel working for them have signed a non-disclosure form before going to work on any work site. The Contracting Officer may request any and all non-disclosure forms at any time during the Contract Performance Period for review to ensure that the Contractor has complied with this requirement.

9.1.2 The Contractor shall not release information regarding individuals without prior authority of the Contracting Officer or COR. Any documentation showing individuals' names or other personal information will be controlled and protected. The provisions of the Privacy Act of 1974, Public Law 93-579, 5 U.S.C, Section 552a, shall apply.

9.1.3 Disclosure of information regarding operations and services of the activity to persons not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor (or any persons under the Contractor's control) in connection with work under this contract, may subject the Contractor, Contractor's agent, or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated any information concerning the operations of the activity that could result in, or increase the likelihood of, the possibility of a breach of the activities' security or interrupt the continuity of operations.

9.1.4 The Contractor shall direct to the Contracting Officer or COR all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with, the performance of this contract, the resolution of which may require the dissemination of official information.

PART 10.0 PERFORMANCE METRICS AND QUALITY ASSURANCE

10.1 GENERAL

The performance evaluation of the Contractor shall be based on certain performance metrics. Individual CTOs issued for services under the basic contract will include a PWS that describes the performance objectives and measurable performance standards. A sample of a performance-based specification for describing service requirements is included in the following matrix:

EXAMPLE PERFORMANCE REQUIREMENT SUMMARY MATRIX

| PERFORMANCE OBJECTIVE/TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | ASSESSMENT METHOD | INCENTIVE/ REMEDY |
|--|---|---|---|--|
| Meetings, Project Management, and Administrative Support | Completion and distribution of all meeting materials, including agenda, handouts, figures, schedule, PowerPoint presentation, and meeting minutes. Attendance and technical support at the meetings. Successful project management and administrative support to keep the project on schedule and budget. | 99% on Promptness; 95% on preparation | Navy receipt of prepared agenda (at least 48 hours prior) and minutes (within 10 days after each meeting) Navy acceptance by the Contracting Officer's Representative (COR). | Not meeting the performance standards may result in: -Possible termination of CTO or contract for continuous or uncorrected performance deficiencies, or for failure to meet identified and/or Quality Assurance (QA) standards. -Adverse past performance reports. -No or reduced award fee. -The Contractor may not have the next option period exercised. |
| Project Plans/Reports | Navy acceptance of deliverables. Plans and reports shall include sufficient | 90% of written plans and reports are accepted | Completed deliverables are measured against PWS, deliverable | Not meeting the performance standards may result in: |

| | | | | |
|-----------------------|---|--|---|--|
| | information to support the remedial action in the field; be clearly written; and have minimal transcription, typographical, and grammatical errors. | within two submissions. | schedule, and negotiated budget. Acceptance by the COR with regulator involvement. | -Possible termination of CTO or contract for continuous or uncorrected performance deficiencies, or for failure to meet identified and/or QA standards. -Adverse past performance reports. -No or reduced award fee. -The Contractor may not have the next option period exercised. |
| Field Work | Complete field work as specified in the Project Plans and other requirements of the PWS. | Remediation work is accepted without rework. No unauthorized cost overruns. | Completed work measured against PWS, deliverable schedule, negotiated budget, and field schedule. Acceptance by the COR with regulator involvement. | Not meeting the performance standards may result in: -Possible termination of CTO or contract for continuous or uncorrected performance deficiencies, or for failure to meet identified and/or QA standards. -Adverse past performance reports. -No or reduced award fee. -The Contractor may not have the next option period exercised. |
| Safety | Maintain High Safety Standards | Zero Class A Safety violations (CONUS only) where the Contractor is determined at fault. | Submission of accident reports, adverse safety inspection reports, and similar documents. | Not meeting the performance standards may result in: -Possible termination of CTO or contract for continuous or uncorrected performance deficiencies, or for failure to meet identified and/or QA standards. -Adverse past performance reports. -No or reduced award fee. -The Contractor may not have the next option period exercised. |
| Innovative Approaches | Provide technical support to the Navy | Develop innovative approaches that achieve goals and result in accelerated | Measured against established schedules, budgets, and remediation goals. | Achieving these performance standards may result in: -Exemplary performance ratings. -Higher award fee. |

| | | | | |
|--|--|-----------------------------------|--|------------------------------|
| | | schedules and/or cost savings. | | -Option period exercised. |
|--|--|-----------------------------------|--|------------------------------|

**The Performance Requirement Summary Matrix shall be edited at the CTO level to be consistent with the project requirements.*

10.2 EVALUATIONS

The Government will normally perform evaluations at least annually. The Government will issue appraisals to support exercising subsequent option periods using the Contractor Performance Assessment Reporting System (CPARS). The Contractor will be allowed to provide input to specific performance metrics. However, the Government will make the final determination of specific performance metrics.

10.3 QUALITY ASSURANCE

According to the inspection of services clause (FAR 52.246-5), the Government will evaluate the Contractor's performance under this contract. Government personnel will report all observations. When an observation indicates defective performance, the COR will require the Contractor's representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgement that he or she has been made aware of the defective performance. Any action taken by the Contracting Officer as a result of performance observation will be in accordance with the terms of this contract.

10.4 PERFORMANCE EVALUATION MEETINGS

The Contracting Officer may require the Program Manager to meet with the Contracting Officer, Contract Administrator, COR, and other Government personnel as deemed necessary. The Contractor may request a meeting with the Contracting Officer when he or she believes such a meeting is necessary. Written minutes of any such meetings must be recorded in the contract administration file and signed by the Program Manager and the Contracting Officer or Contract Administrator. If the Contractor does not concur with any portion of the minutes, such non-concurrence must be provided in writing to the Contracting Officer within 15 calendar days following receipt of the minutes.

References. The publications listed below form a part of this specification. The Contractor shall use the latest version of all references. The publications are referred to in the text by the basic designation only. Applicable references include but are not limited to the following:

Ref:

- (a) OPNAV-M 5090.1, Environmental Readiness Program Manual, Sep 2019
- (b) Unified Facilities Criteria (UFC) Design Procedures UFC 1-300-09N, May 2005 version, including change 8 in Feb 2011
- (c) Navy Environmental Restoration Program Manual, Feb 2018
- (d) NAVFAC Pacific Environmental Restoration (ER) Program Project Procedures Manual, May 2015
- (e) U.S. Army Corps of Engineers Safety and Health Requirements Manual EM-385-1-1, latest edition
- (f) Site Management Plan Update for the Pearl Harbor Naval Complex, NAVFAC Hawaii, Oct 2010
- (g) Site Management Plan for the NCTAMS PAC, NAVFAC Hawaii, Jun 2011
- (h) Site Management Plan for the Andersen Air Force Base, Guam, Oct 2009 with Apr 2011 updated schedule
- (i) DoN Toolkit for Preparing Records of Decision, Feb 2011
- (j) DoN Toolkit for Preparing Five-Year Reviews, Dec 2013
- (k) DoD/EPA Joint Guidance on Streamlined Site Closeout and NPL Deletion Process for DoD Federal Facilities, Jan 2006
- (l) DoN User's Guide UG-2072-ENV, Guidance to Documenting Milestones Throughout the Site Closeout Process, Mar 2006
- (m) Marine Corps Order (MCO) P5090.2A Ch 2, Environmental Compliance and Protection Manual, May 2009
- (n) DoD Policy and Guidelines for Acquisitions Involving Environmental Sampling or Testing, Nov 2007
- (o) Environmental Restoration Program Recordkeeping Manual, latest edition
- (p) EPA Requirements for Quality Management Plans (EPA QA/R2), Mar 2001
- (q) Uniform Federal Policy for Implementing Environmental Quality Systems, Mar 2005
- (r) Uniform Federal Policy for Quality Assurance Project Plans (UFP QAPP), Mar 2005

- (s) DoD Environmental Laboratory Accreditation Program (DoD ELAP), Office of the Under Secretary of Defense Memorandum. April 2017 or latest version. <http://www.denix.osd.mil/>
- (t) DoD Quality Systems Manual for Environmental Laboratories, Oct 2010
- (u) Quality Assurance Program Plan, Pearl Harbor Naval Complex and Naval Computer and Telecommunications Area Master Station Pacific, Oahu, Hawaii, NAVFAC Pacific, Oct 2010
- (v) Federal Highway Administrations (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009
- (w) NOSSA Instruction 8020.15 Explosive Safety Submission latest edition
- (x) NAVSEA OP 5, Ammunitions and Explosive Safety Ashore latest edition
- (y) DoD 4140.62, DoD 4160.21-M, DoD 4160.21-M-1 MPPEH/MD/RRD handling latest editions
- (z) DDESB Minimum Qualifications for Personnel Conducting Munitions and Explosives of Concern-Related Activities, Technical Paper 18, latest version
- (aa) U.S. Navy Range Sustainability Environmental Program Assessments Manual (Nov. 2006)
- (ab) OPNAV INSTRUCTION 8020.15/MCO 8020.13 (series), "Explosives Safety Review, Oversight, And Verification of Response Actions Involving Military Munitions
- (ac) OPNAV INSTRUCTION 3500.39 series, Operational Risk Management (ORM).
- (ad) OPNAV INSTRUCTION 5330.13 series – Department of the Navy Physical Security for Conventional Arms, Ammunition, and Explosives (AA& E)
- (ae) SECNAVINST 5100.10 series – Department of the Navy Policy for Safety, Mishap, Prevention, Occupational Health and Fire Protection Programs
- (af) DoD Explosives Safety Board (DDESB) Standard 6055.9-STD
- (ag) Marine Corps Order P 8020.10A, "Marine Corps Ammunition Management and Explosives Safety Policy Manual" (for work perform at USMC installations)
- (ah) Automated Quality Assessment Planning System (AQAPS) CD
- (ai) DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994)
- (aj) DFARS 252.223-7003 Change in Place Performance-Ammunition and Explosive, (DEC 1991)
- (ak) DoD
- DoD 4160.21-M, *Defense Material Disposition Manual*.
 - DoD 4160.21-M-1, *Defense Demilitarization Manual*.
 - DoD 4140.62, Management and Disposition of Material Potentially Presenting an Explosive Hazard (MPPEH).
 - DoD 5100.76, *Physical Security of Sensitive Conventional Arms, Ammunition and Explosives*.
 - DoD 4145.26, *DoD Contractor's Safety Requirements for Ammunition and Explosives*.
- (al) OPNAVINST 3571.4, *Operational Range Clearance Policy for Navy Ranges*, dated 9 October 2009
- (am) Operational Range Clearance Plans for individual ranges.
- (an) NOSSA Instruction 8023.11B, Standard Operating Procedures(SOP) Development, Implementation, and Maintenance for Ammunition and Explosives, dated 27 April 2011.
- (ao) Naval Facilities Engineering Command Guide Specification, NFGS-01450J (Quality Control), March 2000
- (ap) Military Munitions Rule [Federal Register: February 12, 1997 (Volume 62, Number 29)]
- (aq) DoD Policy to Implement the EPA's Military Munitions Rule (July 1, 1998)
- (ar) DoD Directive 4715.11, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges within the United States
- (as) DODD 4715.11E, Environment, Safety, and Occupational Health (ESOH) (March, 2005)

- (at) Handbook on the Management of Munitions Response Actions, USEPA (Draft Final May 2005)
- (au) DoD Directive 4715.12, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Located Outside the United States.
- (av) USEPA Uniform Federal Policy for Quality Assurance Project Plans Manual, March 2005 USEPA SW 846 Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, Method 8330B Nitroaromatics, Nitramines and Nitrate Esters by High Performance Liquid Chromatography and Method 8321A Solvent Extractable Nonvolatile Compounds by High Performance Liquid Chromatography/Thermospray/Mass Spectrometry (HPLC/TS/MS) or Ultraviolet (UV) Detection. In addition, procedures, guidance provided by Navy on UFP-QAPP for Munitions of Explosive Concern (MEC)/MPPEH and geophysical classification.
- (aw) ASTM A 880, 1989 Criteria for use in Evaluation of Testing Laboratories and Organization for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
- (ax) ASTM C 1077, 1990 Laboratories Testing Concrete and Concrete Aggregates for Use In Construction and Criteria for Laboratory Evaluation
- (ay) ASTM D 3666, 1990 (Rev. A) Evaluating and Qualifying Agencies Testing and Inspecting Bituminous Paving Materials
- (az) ASTM D 3740, 1988 Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- (ba) ASTM E 329 1990 Use in the Evaluation of Testing and Inspection Agencies as Used in Construction
- (bb) ASTM E 543 1989 (Rev. A) Determining the Qualification of Nondestructive Testing Agencies
- (bc) ANSI/ASQC E4-1994: Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs
- (bd) Uniform Federal Policy for Quality Assurance Project Plans, Munitions Response QAPP Toolkit, latest edition
- (be) MCO 11000.25A Installation Geospatial Information and Services (July 2013)
- (bf) OASD (EI&E) DoD Advanced Geophysical Classification Accreditation Program (DAGCAP) (April 11, 2016)
- (bg) DoD Quality Systems Requirements for Advanced Geophysical Classification, version 1.0 (November 2015)
- (bh) NAVFAC Pacific Quality Management Plan, November 2010, or latest version
- (bi) EPA Handbook on the Management of Munitions Response Actions (Interim Final), May 2005, or latest Edition
- (bj) Naval Sea Systems Command (NAVSEA) S0420-AA-010 (RAD-010) Radiological Affairs Support Program Manual, Jan 2015, or latest edition
- (bk) Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) (NUREG-1575), latest version
- (bl) ANSI/HPS N13.59 Characterization in Support of Decommissioning Using the Data Quality Objectives Process, latest version
- (bm) Department of Defense (DOD) Department of Energy (DOE) Consolidated Quality Systems Manual (QSM) for Environmental Laboratories, Version 5.3. 2019 or latest version. <http://www.denix.osd.mil/>

Section D - Packaging and Marking

D1 PREPARATION FOR DELIVERY

(a) All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

(b) Preservation, packaging and packing shall be in accordance with ASTM Designation D3951-88, "Standard Practice for Commercial Packaging", current version.

D2 MARKING OF SHIPMENT

(a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage, current version.

(b) Each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR: Contract Number _____
 Contract Task Order Number _____
 Item Number _____

Destinations to be provided at time contract task orders are issued.

D3 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopia or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D4 CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS

In accordance with 29 CFR 1910.1001, the following caution labels shall be placed on all products containing asbestos fibers or to their containers, for all items containing asbestos in a form that can be inhaled.

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM

The above label shall be printed in letters of sufficient size as to be readily visible and legible.

D5 CLASSIFIED MATTER

Classified Matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

D6 STORAGE AND MARKING OF HAZARDOUS WASTE CONTAINERS

Hazardous waste shall be stored in containers in accordance with Federal, State, Local and applicable station requirements. All hazardous material coming on the site must have a Material Safety Data Sheet (OSHA 174 or equivalent.)

Section E - Inspection and Acceptance

E1 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or Remedial Project Manager, as designated on the individual contract task order.

E2 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

E3 GOVERNMENT QUALITY ASSURANCE

In accordance with FAR 52.246-5 "INSPECTION OF SERVICES-COST REIMBURSEMENT (APR 1984)" clause, paragraph (c), each phase of the services rendered under this contract is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

E4 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government at a time designated by the Government, probably at monthly intervals to discuss overall management of the contract. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Government's representative and the Contractor's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing, to the Contracting Officer any areas of disagreement within 15 calendar days.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|---|----------|
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |
|----------|---|----------|

Section F - Deliveries or Performance

F1 PLACE OF PERFORMANCE

The work to be ordered under this contract will be performed at various locations within the Naval Facilities Engineering Systems Command (NAVFAC) Pacific area of responsibility (NAVFAC Far East, NAVFAC Hawaii, NAVFAC Marianas, NAVFAC Northwest, and NAVFAC Southwest). Work may also be added and performed anywhere outside of the NAVFAC Pacific area of responsibility, as required by the Government. The exact location of the required effort will be specified in the individual Task Orders.

F2 TERM OF CONTRACT

This contract is for a base year and four one-year options. The base contract term shall be for a period of 12 months commencing on the date of contract award. The Government has the option to extend the term of the contract in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). The Government also has the option to extend the services up to an additional six (6) months, in accordance with FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999), as referenced in Section I. The entire term of the contract is a maximum of \$245 million or 66 months.

F3 DELIVERY OF DATA (TASK ORDERS)

Data shall be delivered in accordance with the schedules and destinations specified on the individual task orders issued hereunder.

DELIVERY INFORMATION

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

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATAG1 CONTRACT ADMINISTRATION DATA

The Contracting Officer for this contract is:

TO BE FILLED IN AT TIME OF CONTRACT AWARD
Naval Facilities Engineering Systems Command Pacific(ACQ34)
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor-Hickam, HI 96860-3134

The Contract will be administered by:

Naval Facilities Engineering Systems Command Pacific (ACQ34)
Environmental Contracts Branch
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor-Hickam, HI 96860-3134

The Contracting Officer's Representative (COR) is:

--To be filled in at the time contract award.

Payment will be made by:

--To be determined on individual task order.

G2 CONTRACT TASK ORDERS FOR COST REIMBURSEMENT CONTRACT

Work under this contract shall be ordered by written contract task orders issued on DD Form 1155 (Order for Supplies or Services).

G3 ORDERING PROCEDURES

Each task order shall be placed in accordance with the following procedures:

(a) Request for Proposal (RFP)-The Contracting Officer shall furnish the contractor with a written request for proposal. The request shall include:

- (1) A description of the specified work required, (including a designation of whether the work is service or construction),
- (2) the desired delivery schedule,
- (3) the anticipated performance period and critical milestones,
- (4) the place and manner of inspection and acceptance, and
- (5) any other pertinent information (such as applicable wage determinations).

(b) The contractor shall, within the time specified, provide the Contracting Officer with:

(1) A detailed cost estimate showing direct and indirect costs, organized by using the Hazardous, Toxic, and Radioactive Waste (HTRW), Remedial Action Work Breakdown Structure (WBS). The cost estimate shall

be summarized to the fourth level of the WBS identifying the unit of measure and unit cost. Additional backup cost data shall be provided as appropriate.

(2) Proposed schedule for completing the contract task order using the third level of the WBS.

(3) Dollar amount and type of proposed subcontract (including information required by and in accordance with FAR 52.244-2, SUBCONTRACTS (see Section I)

(4) Maximum award fee (calculated in accordance with J.4).

(5) Total estimated cost plus award fee.

(c) Upon receipt of the estimate, the Contract Specialist and Remedial Project Manager (RPM), as needed, shall review the estimate to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and/or revise the proposed order estimate, and effect whatever internal review processes are required.

(d) Upon completion of this process, the Contracting Officer shall execute a task order issued on a DD Form 1155 and forward it to the contractor (Electronic or Facsimile transmission signatures may be utilized). Only upon receipt of such an executed order, signed by the Contracting Officer, shall the contractor commence work.

(e) Each task order shall include as a minimum:

(1) The date of the order;

(2) Contract and Order number;

(3) Statement of Work, including references to applicable specifications;

(4) The delivery date or period of performance;

(5) Accounting and appropriation data; and

(6) An estimated cost of performance and award fee. Under no circumstances shall the contractor exceed 100% of the estimated costs (excluding award fee) without prior written authorization by the Contracting Officer.

(7) The place and manner of inspection and acceptance;

(8) Any Government-furnished property, material, or facilities to be made available for performance of the order; and

(9) Any other information deemed necessary to the performance of the order.

(f) The contractor shall notify the Contracting Officer if any apparent difficulties with regard to performance according to the terms of the order are anticipated or any time difficulties in performance arise. Each task order shall be deemed to include the clauses LIMITATION OF COSTS (FAR 52.232-20) and LIMITATION OF FUNDS (FAR 52.232-22) which are located in Section I, and such clause shall be applicable to each task order individually. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs the contractor expects to incur under the contract task order in the next 60 days, when added to all costs previously incurred, will exceed 75% of the estimated cost of the task order. If, at any time during performance of an order, it appears that additional funds will be required to complete performance of the contract task order, the contractor shall promptly notify the Contracting Officer in writing. Such notification shall include the costs expended, an estimate of costs required to complete the order, and an explanation of why the originally negotiated estimated cost was not adequate. The Government shall have the right to require the contractor to continue performance up to the originally estimated cost level and to suspend work thereafter; to negotiate a new set of work priorities to be completed within

the remaining funds; or to modify the order, increasing the estimated cost to the level appropriate for completion of the work without additional fee. Fee may be increased only if there is an increase to the original scope of the order.

G4 NOTIFICATION REQUIRED UNDER LIMITATION OF COST AND LIMITATION OF FUNDS CLAUSES

LIMITATION OF COST, FAR 52.232-20, and LIMITATION OF FUNDS, FAR 52.232-22, incorporated by reference in Section I, are applicable to each task order individually. Limitation of Cost applies if the task order is fully funded at the time of issuance. Limitation of Funds applies if the task order is incrementally funded. "Task Order" is substituted for "Schedule" wherever that word appears in the clauses. The contractor shall notify the Contracting Officer in writing whenever it has reason to believe:

(a) For LIMITATION OF COST:

(1) The costs the contractor expects to incur under the task order in the next 60 days (unless varied in the task order) when added to all costs previously incurred, will exceed 75 percent (unless varied in the task order) of the estimated cost specified in the task order;

(2) The total cost for the performance of the task order, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(b) For LIMITATION OF FUNDS:

(1) The costs the contractor expects to incur under the task order in the next 60 days (unless varied in the task order), when added to all costs previously incurred, will exceed 75 percent (unless varied in the task order) of the total amount so far allotted to the task order;

(2) Sixty (60) days (unless varied in the task order) before the end of the period specified in the task order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the task order.

NOTE: Notification requirements aspects of LIMITATION OF COST and LIMITATION OF FUNDS are restated here for emphasis. Other aspects of these clauses, incorporated by reference in Section I herein, which are not restated above remain in full force and effect as if provided in full text.

G5 DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)

Each CTO will designate the appropriate ACO.

G6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer will appoint the COR for this contract in writing at time of award.

A Contracting Officer's Representative (COR) is NOT a Contracting or Ordering Officer and DOES NOT have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract (or task order).

The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact.

The Contracting Officer may also appoint, in writing, an alternate COR to perform the responsibilities and functions of the COR.

G7 TECHNICAL DIRECTION

(a) As provided by the contract provision, "CONTRACTING OFFICER'S REPRESENTATIVE (COR)", performance of work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Statement of Work of the task order.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the Changes Clause;
- (3) In any manner causes an increase or decrease in the total estimated cost, Award Fee, or the time required for task order performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the task order;
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
- (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs or funds set forth in this contract.

(c) All technical direction shall be issued in writing by the COR.

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

G8 CONTRACT AUDIT OFFICE

The contract audits will be performed by (to be completed at time of award)

G9 SUBMISSION OF INVOICES AND REQUIREMENTS FOR APPROVAL

(a) The contractor shall submit the original and 1 copy of the public voucher SF 1034 and supporting documentation for each invoice to the cognizant Defense Contract Audit Agency Office pursuant to FAR 52.216-7 Allowable Cost and Payment (Aug 2018).

(b) Three copies of Public voucher SF 1034 (including supporting documentation) in CD format shall be forwarded concurrently to the cognizant Contract Administrator, for the Navy review at the following address. The specific requirements regarding the supporting documentation for monthly invoices will be a matter of discussion at the Pre-Performance Conference.

NAVFAC Pacific (ACQ 34), Environmental Contracts Branch, 258 Makalapa Drive, Suite 100, Joint Base Pearl Harbor-Hickam, HI 96860-3134

(c) Under the provisions of FAR 42.803(b), the DCAA auditor is an authorized representative of the Contracting Officer for examining vouchers received directly from the contractor. Those costs claimed, which are

determined by the DCAA auditor to be unallowable or suspended, will be identified on DCAA Form 1 "Notice of Contract Costs Suspended and/or Disapproved," which will be issued to the Contractor with a copy to the cognizant ACO. On such actions of suspended or disapproved costs, the contractor may appeal in writing to the cognizant ACO who will make a determination promptly. Any final decision by the Contracting Officer may be appealed thereafter in accordance with the provisions of the "disputes" clause of this contract.

(d) Invoices requesting interim payments under this cost reimbursement contract shall be submitted once a month. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice, except for adjustments to annual indirect rates, which will be ascertained at time of audit. The Contracting Officer may disallow charges older than 90 days.

(e) Incurred costs invoiced shall be in accordance with FAR 52.216-7, ALLOWABLE COST AND PAYMENT. (Team subcontractor invoices must contain the same format and level of detail specified for the prime.) The invoice shall contain a summary section for the contract as a whole and for each contract task order. Billing data shall show current and cumulative totals to date for each cost element. Detail summaries for contract task orders shall report billing data for all cost elements to the third level WBS. The following minimum detail is required at the third WBS level, at the CTO summary level, and the contract summary level unless otherwise directed by the contracting officer:

(1) Contract number and invoice number (numbered sequentially from "1").

(2) CTO Number, project title and brief description of work.

(3) Direct Labor: Provide regular and premium direct labor hours specifying labor category and labor hours used. Provide an alphabetical listing by employee including: a record of time worked showing the name of the individual, labor classification for function performed, hours worked, hourly rate paid and total paid to each individual. Current labor charges must be able to be substantiated by individual daily job time cards.

(4) Material: Charges are to be substantiated by evidence of actual payment and shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. This shall include a brief but specific explanation of current charges.

(5) Subcontract: Provide an information copy of each invoice and identify the period of performance. Provide a list summarized for each vendor, which shows the vendor's name, amount billed, and date paid. For cost reimbursement subcontracts, show the amount of fee separate from the cost of performance.

(6) Travel, relocation, and per diem: Reimbursement of travel costs will be in accordance with the Joint Travel Regulation (JTR) as determined applicable by the Contracting Officer. Reimbursement of relocation costs will be in accordance with the FAR Subpart 31.2. Current travel amounts are to be supported with expense reports and receipts and the following data for each trip: (i) dates of travel; (ii) mode of transportation and cost; (iii) point of origin; (iv) destination; (v) name of traveler; (vi) reason for travel; and (vii) per diem rates.

(7) Other Direct Costs: Provide a list summarized per ODC category that shows the vendor's name, amount billed per vendor, and date paid. This list shall be supported by a copy of the receipt, if applicable. For in-house efforts, show how the cost was computed.

(8) Facilities Costs.

(9) Equipment: Identify and segregate the costs associated with Contractor-acquired-Government-owned equipment, rental equipment, and Contractor-owned equipment (expensed using an equipment usage rate). Provide a list summarized for each vendor that shows the vendor's name, amount billed, and date paid. The list shall reflect the period of performance and shall be supported by a copy of receipts or subcontractor invoices for the charges.

(10) Transportation and Disposal Costs

(11) Indirect Costs: Identify rates, bases, and amounts.

(12) Award Fee Paid.

G10 INVOICING PROCEDURES FOR UNCOMPENSATED OVERTIME

(a) The contractor hereby warrants that billing under this contract shall be based upon their Defense Contract Audit Agency (DCAA) approved procedures for uncompensated overtime and that it will achieve any reductions of the 40 hour work week salary rate for exempt personnel as included in its proposal. Reconciliation to the expanded average work week (and reduced average hourly rate) shall be accomplished annually. The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause.

(b) The contractor and subcontractor(s) shall provide and maintain a cost accounting system acceptable to the DCAA, which records all hours worked (including those in excess of eight hours per day and/or 40 hours per week) for all types of contracts and for all customers consistent with approved accounting standards. In addition, all hours shall be burdened and shall be in the base for allocation of overhead and general administrative expenses.

(c) Within 45 days after completion of each annual period of performance, the contractor shall submit reports showing the aggregate percentage reduction in billing rates due to the expanded work week for the performance period. In the event that such actual reduction is less than the reduction proposed, the cost attributable to that difference will be disallowed by the contracting officer or taken out of subsequent award fee payments.

(d) The contractor hereby agrees to provide the following breakdown with invoices:
A list of all individuals direct-charged, with each individual's name, contract (or subcontractor) labor category, Government labor category, current and cumulative labor hours by individual, as well as the number of regular hours (based on a 40 hour work week) and the number of hours worked in excess of a 40 hour work week.

G11 AWARD FEE CALCULATION AND PAYMENT

(a) Maximum Award fee rates proposed for both prime and subcontract costs shall not exceed 10%. Award Fee for both the prime and subcontractor shall be proposed at the same rate. Joint Ventures shall propose the same Award Fee rate.

(b) Each task order will contain a maximum award fee, which will be established by multiplying the total contract cost (less travel, Contractor –Acquired Property, FCCM, and award fee on cost reimbursable subcontractor's cost at any tier) by award fee percentage on Attachment J.4.

(c) The award fee pool will NOT be adjusted for cost overruns or when an order has been completed at less than the total estimated cost. Adjustments to the award fee will be made for modifications, which cause an increase or decrease to the scope of the task order. (NOTE: ALL REWORK WILL BE NON-FEE BEARING).

(d) For each award fee period, the available award fee (or award fee pool) will be calculated by the Government developing a percentage of physical or financial completion for each task order at the end of each award fee period. The lower percentage of physical or financial completion will be used to determine available award fee for each task order.

(e) The Contractor will be given an award fee rating based on performance as measured against the elements incorporated in the Award Fee Plan, Attachment J.15.

(f) For any task order that is not 100% complete within an evaluation period, no less than 40% of the available award fee will be retained until the completion of the task order. Upon receipt of all required interim close-out paperwork, the remaining award fee will be included in the next rating period.

(g) The determination and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government.

G12 STAFFING/PHASE-IN

Contract task orders may be issued on the date the contract becomes effective. The contractor is required to be fully staffed and operational 45 days after the effective date of the contract. The contractor shall provide a balanced work force as needed to accomplish work required under contract task orders issued.

G13 TRAVEL COSTS

(a) Travel Policy. Generally the Government will reimburse the Contractor for all allowable, allocable and reasonable travel costs incurred by the contractor in performance of the contract/CTO in accordance with FAR subpart 31.2 and the rules and definitions set forth for relocation, temporary duty and local travel in the Joint Travel Regulation (JTR), but not to exceed the amounts authorized in the JTR.

(b) Official Travel.

(1) Temporary Duty (Overnight Stay Required) Beyond 50 Mile Radius. If a temporary duty station to which an employee is required to travel in the performance of this contract is beyond the circular boundary created by a 50 mile radius of the employee's official point of departure, and the period of official travel is greater than two hours more than the employee's regular work day, the cost of transportation and per diem will be reimbursed. Official travel begins at the time an employee leaves his/her home, office, or other authorized point of departure and ends when the traveler returns to his/her home, office, or other authorized point at the conclusion of the trip.

(2) One Day Travel Beyond 50 Miles Radius. When the period of official travel is 24 hours or less, but greater than two hours more than the employee's regular work day, transportation and per diem costs will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR. If lodging is not required, the maximum allowable reimbursement will be the meals and incidental expenses (M&IE) rate, prorated as provided in the JTR. If lodging is required, the rules for travel of more than 24 hours apply.

(3) Local Travel (within 50 Miles Radius of Official Point of Departure) or at Temporary Duty Station. Cost of commercial transportation and Privately Owned Vehicles (POV mileage) used in the performance of this contract for local travel or at a temporary duty station will be reimbursed, if approved by appropriate Contractor supervisory personnel as advantageous to the Government. For local travel required in the performance of this contract, transportation costs will be reimbursed for the distance that exceeds the employee's regular commuting distance.

G14 PRE-PERFORMANCE CONFERENCE

Prior to commencing work, the contractor may be required to meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning scheduling and administering work.

CLAUSES INCORPORATED BY REFERENCE

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H1 DFARS 228.102-1 PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION CONTRACTS

The requirement for performance and payment bonds is waived for cost-reimbursement contracts. However, for cost-type contracts with fixed-price construction subcontracts over \$40,000, require the prime contractor to obtain from each of its construction subcontractors performance and payment protections in favor of the prime contractor as follows:

- (1) For fixed-price construction subcontracts over \$40,000, but not exceeding \$150,000, payment protection sufficient to pay labor and material costs, using any of the alternatives listed at FAR 28.102-1(b)(1).
- (2) For fixed-price construction subcontracts over \$150,000—
 - (i) A payment bond sufficient to pay labor and material costs; and
 - (ii) A performance bond in an equal amount if available at no additional cost.

H2 PROFESSIONAL LABOR RATES AND ESCALATION CEILINGS

The labor categories and labor rates identified in Attachment J.1 will become a part of the contract. The provisional/bid and ceiling rates proposed and submitted with the RFP shall be utilized for the exercise of each option period. No additional escalation will be applied to the labor rates on Attachment J.1 when option periods re exercised, as escalation has already been factored into the option year rates. All ceiling provisions will apply to the prime contractor as well as each cost reimbursable subcontractor.

The labor categories and labor rates identified in Attachment J.1 establish provisional/bid rates for negotiating baseline costs and maximum ceilings for Direct Labor during the base period and all option periods (if exercised) of the contract. The provisional/bid rates will be used by the Contractor to build their cost proposal at the task order level, and rates billed against specific task orders will be based on the actual labor rates in effect, not to exceed the ceiling rates allowed under the contract on Attachment J.1.

Where it is determined necessary to utilize a specific individual on this contract whose actual labor rate exceeds the established ceiling, the Contractor will be required to obtain prior written approval by the Contracting Officer. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate.

All ceiling provisions will apply to the prime contractor as well as each cost reimbursable subcontractor.

H3 SERVICE CONTRACT LABOR STANDARDS AND CONSTRUCTION WAGE REQUIREMENTS CEILING

- (a) Service Contract Labor Standards Wage Determinations and Construction Wage Requirements Wage Determination shall be incorporated into applicable Contract Task Orders. Any labor categories used during contract performance that are covered under the wage determination, and are not listed in the applicable wage determination, shall be subject to conformance procedures.
- (b) The minimum rates as set forth in the applicable wage determinations plus the percentage proposed in Attachment J.5, Service Contract Labor Standards and Construction Wage Requirements Ceiling Labor Rates, establish maximum ceilings for construction and service direct labor rates during the contract period of performance. The bid and bill rates for service and construction categories shall be equal to or greater than the minimum wage

determination rates specified in the DOL Wage Determination incorporated in the task order, but shall not exceed the maximum percent proposed in Attachment J.5.

The contractor may use any employees whose wage rates do not exceed the ceiling rate for the particular trade. If the contractor proposes to use an employee whose salary rate exceeds the ceiling, it must justify the cost effective nature of its choice and obtain approval from the Contracting Officer. This decision will be made during negotiation of the contract task order.

H4 GUAM PREVAILING LABOR RATES, MINIMUM WAGE RATES AND OTHER LABOR STANDARDS

Offerors maintain the responsibility to comply with the Labor Certification process and current prevailing wage rates (imported labor), as applicable. A partial listing of the wage rates can be found in Section J. Additional information may be obtained from the Department of Labor, Guam.

H5 NOTICE OF NON-ALLOWABILITY OF DIRECT CHARGES FOR GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT OR SYSTEMS

(a) Notwithstanding the ALLOWABLE COST AND PAYMENT clause (FAR 52.216-7) of Section I, costs for the acquisition and use of Information Technology Equipment or Systems shall not be considered as an allowable direct charge to this contract.

(b) A definition of Information Technology Equipment or Systems can be found in FAR 2.101.

(c) Contractors are expected to have the necessary facilities to perform the requirements of this solicitation/contract.

H6 PROPOSAL PREPARATION COSTS

The costs for preparation of cost and technical proposals applicable to all contract task orders will NOT be allowed as a direct charge under this contract.

H7 HOLIDAYS

(a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

NAME OF HOLIDAY TIME OF OBSERVANCE

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

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

H8 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, the authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer. In accordance with FAR 52.243-7, the contractor shall promptly notify the Contracting Officer when he considers any direction he receives to be a change to the originally negotiated scope of the contract task order. When the contractor receives a technical direction he believes to be a change, he shall contact the Contracting Officer as required in FAR Clause 52.243-7, "Notification of Changes."

H9 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY

In accordance with FAR 52.245-5, the Government may furnish to the contractor or direct the contractor to purchase, for use in connection with this contract, various property to be identified on the individual contract task orders. Each contract task order, as applicable, will identify the property, quantity, original or estimated acquisition value, and place of delivery.

H10 SECURITY WARNING

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

NOTE: The prospective contractor's attention is particularly invited to FAR 52.204-2 Alt II, entitled "Security Requirements".

H11 REQUIRED INSURANCE

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

COVERAGES

Comprehensive General Liability: \$500,000

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.

Workmen's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes.

Employer's Liability Coverage \$100,000, except in states where workers' compensation may not be written by private carriers.

Other as required by state law.

(b) Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.

(c) The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

H12 STRIKE CONTINGENCY PLAN

Within 15 working days after award, the Contractor shall prepare and submit to the Contracting Officer or his designated representative for approval, a detailed contingency plan for performing the contract requirements in the event of a work disruption or stoppage by Contractor employees.

H13 REGULATORY REQUIREMENTS OUTSIDE UNITED STATES JURISDICTION

Remediation actions performed under the Pacific Region may not be within the jurisdiction of the United States. Such factors as environmental regulations and prevailing labor wages and other operations of law will fall under the jurisdiction of the location in which the work will be performed. It shall be the responsibility of the contractor to be in compliance with all applicable local laws and regulations as well as those of the United States.

H14 RELEASE OF INFORMATION

(a) The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Contracting Officer.

(b) For the purpose of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.

(c) Two copies of any information proposed to be released must be submitted to Contracting Officer for security and policy review and clearance 45 days prior to release.

Information copies will also be sent to the administrative Contracting Officer, if applicable, and the COR.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements".

(e) The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

H15 EXPERT TESTIMONY SERVICES

(a) During or subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Such effort shall be considered within the scope of this contract if expert testimony is required during the performance period of the contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the Contractor took at the site.

(b) In the event such services are required after the performance period of this contract, the Contractor agrees to make available expert testimony services in support of such future proceedings. The Contractor further agrees to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this contract to provide future expert consulting services. These future expert consulting services would be provided by a separate negotiated procurement.

H16 ANALYTICAL LABORATORIES

Unless otherwise specified in the CTO, analytical laboratory quality control procedures shall be in accordance with Department of Defense Quality systems Manual for Environmental Laboratories, January 2006, and U.S. Environmental Protection Agency and state agency requirements.

H17 INDEMNIFICATION

As of the date of contract execution, the Contractor will not be indemnified for third party liability. If the Navy changes its policy to indemnify Contractors for third party liability on hazardous waste contracts of this type, such policy will apply to this contract. An equitable adjustment shall be negotiated in exchange for the inclusion of such indemnification.

H18 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer. The equipment is subject to the provisions of FAR 52.245-1, "Government Property (Jan 2017)", incorporated by reference in Section I.

H19 MUNITIONS RESPONSE

(a) Prior to commencing work involving munitions and explosives of concern (MEC) or any material or item with the potential to explode, the contractor shall develop and implement a specific plan in order to assure hazards are identified and appropriate precautions take place in order to avoid preventable mishaps. Work must be performed in a manner consistent with appropriate Department of Defense, Navy, or other guidance whether stated in this section or not.

(b) Applicable definitions are as follows:

Military Munitions. Military munitions means all ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy, and the National Guard. The term includes confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof.

The term does not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components, except that the term does include non-nuclear components of nuclear devices that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954 (42 U.S.C. 2011 et seq.) have been completed. (10 U.S.C. 2710)

Munitions Constituents (MC). Any materials originating from unexploded ordnance, discarded military munitions, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions. (10 U.S.C. 2710)

Munitions and Explosives of Concern (MEC). MEC are any of the following:

- (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710 (e) (9);
- (2) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or
- (3) Explosive munitions constituents (e.g., TNT, RDX) present in high enough concentrations to pose an explosive hazard.

Munitions Response. DoD response actions (removal or remedial) to investigate and address the explosives safety, human health, or environmental risks presented by MEC and munitions constituents (MC). (The response could be as simple as a notification to the community with an education program about the hazards posed by military munitions and how to avoid them, or as complicated as a long-term response action involving sophisticated technology, specialized expertise, and significant resources.)

Unexploded Ordnance (UXO). Military munitions that-

- (1) have been primed, fused, armed, or otherwise prepared for action;
- (2) have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and
- (3) remain unexploded either by malfunction, design, or any other cause. (10 U.S.C. 2710)

(c) Guidance and regulations for work involving MEC or any material or item with the potential to explode, may include but are not limited to the most current versions of the following:

(1) DEPARTMENT OF THE NAVY. Navy documents on explosives safety are available by contacting the Navy Ordnance Safety and Security Activity at <https://intranet.nossa.navsea.navy.mil//default.asp>. Navy Directives, including OPNAV Instructions, are available at <http://neds.nebt.daps.mil/>.

(i) NAVSEA OP 5 – Ammunition and explosives Ashore: Safety Regulations for Handling, Storage, Production, Renovation and Shipping. It is the policy of the Department of the Navy to maintain an effective and aggressive ordnance safety program throughout the Department. Adherence to the instructions and regulations contained in NAVSEA OP 5, “Ammunition and Explosives Safety Ashore” will provide a continuing, aggressive accident prevention program throughout all commands where military or civilian personnel are stationed or employed and ordnance equipment, ammunition, and explosives are used.

(ii) OPNAV INSTRUCTION 3500.39 series, Operational Risk Management (ORM). ORM is a method for identifying hazards, assessing risks and implementing controls to reduce the risk associated with any operation.

(iii) OPNAV INSTRUCTION 5090.1 series – Navy Environmental and Natural Resources Program Manual. This manual provides Navy policy, identifies key statutory and regulatory requirements, and assigns responsibility for management of Navy programs for: a) cleanup of waste disposal sites, b) compliance with current laws and regulations for the protection of the environment, natural resources, and cultural and historic resources, c) conservation of natural resources, d) pollution prevention, and e) technology.

(iv) OPNAV INSTRUCTION 5330.13 series – Department of the Navy Physical Security for Conventional Arms, Ammunition, and Explosives (AA&E). The intent of this instruction is to outline standards which will provide adequate protection against loss or theft of AA&E at DoN activities and contractor facilities.

(v) OPNAV INSTRUCTION 8020.14 series – DoN Explosives Safety Policy (latest version). All DoN commands shall establish an Explosives Safety Program as described in the enclosed DoN Explosives Safety Policy Manual.

(vi) SECNAVINST 5100.10 series – Department of the Navy Policy for Safety, Mishap Prevention, Occupational Health and Fire Protection Programs. This provides policy for DoN safety, mishap prevention, occupational health and fire protection programs afloat and ashore.

(2) DEPARTMENT OF DEFENSE. Department of Defense communications and directives are available at <http://www.dtic.mil/whs/directives/>. This website also provides an explanation of the different types of directives, instructions and publications and an explanation of the purpose of each.

(i) DoD 4145.26-M, DoD Contractors' Safety Manual for Ammunition and Explosives. This Manual is issued under the authority of, and in accordance with, DoD Instruction 4145.26, "DoD Contractors' Safety Requirements for Ammunition and Explosives," April 4, 1996. The Manual provides safety standards common to DoD and private industry ammunition and explosives (A&E) operations and facilities. DoD 6055.9-STD, "DoD Ammunition and Explosives Safety Standards," October 1992, establishes these safety standards and serves as the primary source document from which this unclassified Manual is derived.

(ii) DoDI 4145.26, DoD Contractor's Safety Requirements for Ammunition and Explosives. This initiative provides uniform baseline safety standards for DoD contractors performing contractual work involving ammunition and explosives. It also authorizes the Military Departments, when contractual work is to be performed at DoD-owned facilities, to apply their own selected ammunition and explosives and other safety standards and procedures to DoD contractors by inclusion within contracts.

(iii) DoD 4160.21-M Defense Disposal Manual. This manual implements the requirements of the Federal Property Management Regulation (FPMR), and other laws and regulations as appropriate, as they apply to the disposition of excess, surplus, and foreign excess personal property.

(iv) DoD 4160.21-M-1, DoD Demilitarization Manual. All military items being disposed of must be evaluated for demilitarization requirements and subsequently demilitarized if required. This manual, authorized by DoD 4140.1-R, Department of Defense (DoD) Materiel Management Regulation, implements the requirements of the Federal Property Management Regulation (FPMR), and other laws and regulations as appropriate, as they apply to the disposition of excess, surplus, and foreign excess personal property (FEPP).

(v) DoD Directive 4715.11, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Within the United States. This Directive establishes policy and assigns responsibilities under DoD Directive 4715.1, "Environmental Security", February 24, 1996 and DoD Directive 6055.9, "DoD Explosives Safety Board (DESB) and Component Explosives Safety Responsibilities," July 1996 for (1) sustainable use and management of DoD's active and inactive ranges located within the United States, and (2) the protection of DoD personnel and the public from explosives hazards on DoD's active and inactive ranges located within the United States.

(vi) DoD Directive 4715.12, Environmental and Explosives Safety Management on Department of Defense Active and Inactive Ranges Located Outside the United States. This Directive establishes policy and assigns responsibilities under DoD Instruction 60.55.14, "Unexploded Ordnance (UXO) Safety on Ranges," January 23, 1998 (hereby canceled), and DoD Directive 4715.1, "Environmental Security," February 24, 1996 for (1) sustainable use and management of DoD's active and inactive ranges located outside the United States, and (2) the protection of DoD personnel and the public from explosives hazards on DoD's active and inactive ranges located outside the United States.

(vii) DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives. This Manual is reissued under the authority of DoD Directive 5100.76, "Physical Security Review Board," dated February 10, 1981. It provides physical security guidance for the protection of DoD sensitive conventional arms, ammunition and explosives (AA&E).

(viii) DoD 6055.9-STD – DoD Ammunition and Explosives Safety Standards. This Standard establishes uniform safety standards applicable to ammunition and explosives, to associated personnel and property, and to unrelated personnel and property exposed to the potential damaging effects of an accident involving ammunition and explosives during their development, manufacturing, testing, transportation, handling, storage, maintenance, demilitarization, and disposal.

(d) For work performed on property owned by non-Navy entities, the appropriate service-level publications should be followed. DoD level guidance must be followed for work performed on any property under this contract. If work is being performed at a property not owned by the Navy, refer to <http://locks.nfesc.navy.mil/DirGuidance.htm> for physical security guidance.

(e) Under no circumstances, should UXO be cut with a torch during demilitarization or salvage operations.

(f) All hazards associated with work involving MEC or any material or item with the potential to explode must be addressed in the work plan. This includes identifying procedures and mechanisms to assure protection of all subcontractors, site visitors, and any person potentially exposed to an explosives hazard.

(g) All personnel that handle munitions residue shall attend a stand-down conducted by the contractor to review procedures involved with the inert certification and disposal of munitions residue.

H20 SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF'S CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS

All personnel requesting entrance to the CIA are required to be US citizens and must provide proof of such citizenship. All personnel will be escorted at all times by a person or persons with the proper security clearance. All requests for passes to the CIA are required to be submitted at least 45 days prior to the requested entry date. Forms to request entrance to the CIA are to be provided with each RFP for the CIA area. See Attachment J.16 for detail information.

H21 ORGANIZATIONAL CONFLICTS OF INTEREST

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | JUN 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | JUN 2016 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | JUL 2018 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | OCT 2020 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. | AUG 2020 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUN 2020 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | JUN 2020 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | JUN 2020 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |

| | | |
|-----------|--|----------|
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications | JUN 2020 |
| 52.216-7 | Allowable Cost And Payment | AUG 2018 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2018 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | MAY 2020 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-2 | Payment For Overtime Premiums | JUL 1990 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards - Overtime Compensation | MAY 2018 |
| 52.222-6 | Construction Wage Rate Requirements | AUG 2018 |
| 52.222-7 | Withholding of Funds | MAY 2014 |
| 52.222-8 | Payrolls and Basic Records | AUG 2018 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | MAY 2014 |
| 52.222-12 | Contract Termination-Debarment | MAY 2014 |
| 52.222-13 | Compliance With Construction Wage Rate Requirements and Related Regulations | MAY 2014 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | MAY 2014 |
| 52.222-16 | Approval of Wage Rates | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | APR 2015 |
| 52.222-29 | Notification Of Visa Denial | APR 2015 |
| 52.222-30 | Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method) | AUG 2018 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-41 | Service Contract Labor Standards | AUG 2018 |
| 52.222-50 | Combating Trafficking in Persons | JAN 2019 |
| 52.222-54 | Employment Eligibility Verification | OCT 2015 |
| 52.222-55 | Minimum Wages Under Executive Order 13658 | NOV 2020 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | JAN 2017 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | SEP 2013 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | MAY 2011 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | AUG 2018 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | JUN 2020 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 2011 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-9 | Buy American--Construction Materials | MAY 2014 |

| | | |
|-----------------|--|----------|
| 52.225-11 | Buy American--Construction Materials Under Trade Agreements | OCT 2019 |
| 52.225-12 | Notice of Buy American Requirement - Construction Materials Under Trade Agreements | MAY 2014 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.227-17 | Rights In Data-Special Works | DEC 2007 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | JUL 2014 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas | APR 1984 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.229-8 | Taxes--Foreign Cost-Reimbursement Contracts | MAR 1990 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I | APR 1984 |
| 52.232-25 Alt I | Prompt Payment (Jan 2017) Alternate I | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | DEC 2013 |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I | DEC 1991 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-13 Alt I | Accident Prevention (Nov 1991) - Alternate I | NOV 1991 |
| 52.236-18 | Work Oversight in Cost-Reimbursement Construction Contracts | APR 1984 |
| 52.236-19 | Organization and Direction of the Work | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2014 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-2 Alt I | Changes--Cost-Reimbursement (Aug 1987) - Alternate I | APR 1984 |
| 52.243-7 | Notification Of Changes | JAN 2017 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | JUN 2020 |
| 52.245-1 | Government Property | JAN 2017 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.247-1 | Commercial Bill Of Lading Notations | FEB 2006 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.248-1 | Value Engineering | JUN 2020 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |

| | | |
|--------------|--|----------|
| 52.252-2 | Clauses Incorporated By Reference | FEB 1998 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.203-7004 | Display of Hotline Posters | AUG 2019 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | FEB 2019 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | DEC 2019 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2021 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) | JUN 1997 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7002 | Safety Precautions For Ammunition And Explosives | MAY 1994 |
| 252.223-7003 | Changes In Place Of Performance--Ammunition And Explosives | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7001 | Buy American And Balance Of Payments Program-- Basic | DEC 2017 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2017 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2020 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2017 |
| 252.225-7015 | Restriction on Acquisition of Hand Or Measuring Tools | JUN 2005 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | JUN 2015 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | APR 2019 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | MAY 2013 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 2016 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |

| | | |
|--------------------|--|----------|
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.245-7000 | Government-Furnished Mapping, Charting, and Geodesy Property | APR 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 (Dev) | Reporting Loss of Government Property (DEVIATION 2020- JAN 2021 O0004) | |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | DEC 2017 |
| 252.246-7001 | Warranty Of Data | MAR 2014 |
| 252.251-7000 | Ordering From Government Supply Sources | AUG 2012 |

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$100,000,000.00 ;

(2) Any order for a combination of items in excess of \$100,000,000.00; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2020-O0008) (NOV 2020)

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

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

(b) Applicability. This clause applies only to—

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

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

(c) General.

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

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

(d) Agreement.

(1) For a contract or an order at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract or an order exceeding the simplified acquisition threshold, 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;

(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) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(3) Paragraphs (d)(1) through (2) of this clause do not apply to construction or service contracts.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2020-O0008) (MAR 2020)

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

(b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

- (1) Contracts that have been set aside for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants;
- (3) Contracts that have been awarded on a sole-source basis in accordance with subpart 19.8;
- (4) Orders set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), if the order amount is expected to exceed the simplified acquisition threshold;
- (5) Orders competed among 8(a) participants in accordance with subpart 19.8 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F), regardless of dollar value;
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference; and
- (7) Orders issued directly to small business concerns or 8(a) participants under multiple-award contracts as described in 19.504(c)(1)(ii).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a NAICS code for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph

(e) of this clause will be performed by the aggregate of the joint venture participants.

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

- (1) For contracts, in accordance with paragraphs (c)(1) and (2) of this clause—

[Contracting Officer check as appropriate.]

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

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

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

(End of clause)

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

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

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

To be filled in on individual task orders, if applicable.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Cost-reimbursement, time-and-materials, and labor-hour type

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
 - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
 - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
 - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

To be filled in at the time of contract award.

(End of clause)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

- (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-

[171.html](#), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.216-7006 ORDERING (SEP 2019)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract award through prior to contract expiration date.

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

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

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

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

(End of Clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in those noncontiguous states as defined in DFARS 222.7001, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of

manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| TOTAL _____ | | |

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of this clause.

(i) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

- J.1 Direct Labor Bid and Billing Rate Submission
- J.1A Direct Labor Rate Escalation Submission
- J.2 Identification of Uncompensated Overtime Ratios
- J.3 Indirect Ceiling Rates Build-Up, Award Fee Application and Distribution of Cost-Reimbursable Work
- J.4 Indirect Ceiling Rate, Award Fee Application and Distribution of Cost-Reimbursable Work
- J.5 Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates
- J.6 Proposed, Historical, and Year-To-Date Indirect Rates
- J.7 Cost Model
- J.7A Cost Model Summary Sheet
- J.8 Specialized Recent Project/Contract Experience Information
- J.9 Workload Experience Form
- J.10 Offeror's Key Personnel Experience/Qualifications
- J.11 Past Performance Questionnaire (PPQ)
- J.12 Service Contract Labor Standards (SCA) Wage Determination 2015-5689, Revision 13, dated 12/21/2020 (American Samoa, Hawaii, Johnston Island)
- J.13 General Decision Number HI20210001, 05/14/2021, Modification Number 6, Publication Date 05/07/2021
- J.14 Service Contract Labor Standards (SCA) Wage Determination 2015-5693, Revision 12, dated 12/21/2020 (Guam, Northern Marianas, Wake Island)
- J.15 Award Fee Plan
- J.16 Security Requirements Applicable for Pearl Harbor Naval Shipyard & IMF's Controlled Industrial Area, Other Sensitive Areas, Controlled Nuclear Information Areas, and/or Nuclear Work Areas

ATTACHMENT J.1, N62742-20-R-1801
Direct Labor Bid and Billing Rate Submission

| Contract Labor Category | Company Equivalent Labor Category | Source | Base Year Individual / Average Bid Level Rate | Percent Mark-Up for Direct Labor Ceiling Rate | Base Year Maximum Ceiling Rate for Billing Purposes | Option Year 1 Individual / Average Bid Level Rate | Percent Mark-Up for Direct Labor Ceiling Rate | Option Year 1 Maximum Ceiling Rate for Billing Purposes | Option Year 2 Individual / Average Bid Level Rate | Percent Mark-Up for Direct Labor Ceiling Rate | Option Year 2 Maximum Ceiling Rate for Billing Purposes | Option Year 3 Individual / Average Bid Level Rate | Percent Mark-Up for Direct Labor Ceiling Rate | Option Year 3 Maximum Ceiling Rate for Billing Purposes | Option Year 4 Individual / Average Bid Level Rate | Percent Mark-Up for Direct Labor Ceiling Rate | Option Year 4 Maximum Ceiling Rate for Billing Purposes |
|--|-----------------------------------|--------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Key Personnel -- Program Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Key Personnel -- Senior Project Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Key Personnel -- Contract Administration Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Key Personnel -- Quality Assurance Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Key Personnel - Health and Safety Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Site Superintendent | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Senior Project Scientist/Geologist | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Project Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Industrial Hygienist, Certified | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Senior Project Engineer | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Project Engineer | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Staff Engineer | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Staff Scientist/Geologist | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Site Health and Safety Officer | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Project QC Manager | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Project Scientist/Geologist | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| CADD/GIS Operator | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Word Processor | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Administrative Assistant | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Project Controls Administrator | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Estimator | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Billing/Invoice Clerk | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Subcontract Administrator | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Cost/Schedule Analyst | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Project Chemist | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| Senior UXO Supervisor (SUXOS) | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| UXO Quality Control Specialist (UXO QCS) | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |
| UXO Safety Officer (UXO SO) | | | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |

NOTE (1): Ceiling rates shall not exceed 15% above the proposed individual or average hourly bid rates.

NOTE (2): The BID RATE establishes baseline costs for negotiating task orders and the rates BILLED against specific task orders will be based on the actual labor rates in effect, not to exceed the ceiling rates established above.

NOTE (3): A separate rate sheet shall be submitted by the prime, each JV member and all cost reimbursable subcontractors. Each member of the team shall provide rates for all of the labor categories listed. If the Contractor/Subcontractor does not currently employ the listed employee, a market rate shall be provided.

NOTE (4): Categories that are expected to be predominately used are covered in J.1 and J.1A. Additional labor categories SHALL NOT BE ADDED to this form.

NOTE (5): Service Contract Labor Standards and Wage Rate Requirements (Construction) labor categories ARE NOT listed on J.1 or J.1A

SEE ADDITIONAL INSTRUCTIONS IN SECTIONS H2 and L of the SOLICITATION/CONTRACT.

ATTACHMENT J.1A, N62742-20-R-1801
Direct Labor Rate Escalation Submission

| Contract Labor Category | Company Equivalent Labor Category | Source | Base Year Individual / Average Bid Level Rate | Escalation Factor Applied to Option Year 1 | Option Year 1 Individual / Average Bid Level Rate | Escalation Factor Applied to Option Year 2 | Option Year 2 Individual / Average Bid Level Rate | Escalation Factor Applied to Option Year 3 | Option Year 3 Individual / Average Bid Level Rate | Escalation Factor Applied to Option Year 4 | Option Year 4 Individual / Average Bid Level Rate |
|--|-----------------------------------|--------|---|--|---|--|---|--|---|--|---|
| Key Personnel -- Program Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Key Personnel -- Senior Project Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Key Personnel -- Contract Administration Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Key Personnel -- Quality Assurance Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Key Personnel - Health and Safety Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Site Superintendent | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Senior Project Scientist/Geologist | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Project Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Industrial Hygenist, Certified | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Senior Project Engineer | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Project Engineer | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Staff Engineer | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Staff Scientist/Geologist | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Site Health and Safety Officer | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Project QC Manager | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Project Scientist/Geologist | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| CADD/GIS Operator | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Word Processor | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Administrative Assistant | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Project Controls Administrator | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Estimator | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Billing/Invoice Clerk | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Subcontract Administrator | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Cost/Schedule Analyst | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Project Chemist | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| Senior UXO Supervisor (SUXOS) | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| UXO Quality Control Specialist (UXO QCS) | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |
| UXO Safety Officer (UXO SO) | | | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$0.00 |

NOTE (1): A separate rate sheet shall be submitted by the prime, each JV member and all cost reimbursable subcontractors. Each member of the team shall provide rates for ALL of the labor categories listed. If the Contractor/Subcontractor does not currently employ the listed employee, a market rate shall be provided.

NOTE (2): Categories that are expected to be predominately used are covered in J.1 and J.1A. Additional labor categories SHALL NOT BE ADDED to this form.

NOTE (3): Service Contract Labor Standards and Wage Rate Requirements (Construction) labor categories ARE NOT listed on J.1 or J.1A

ATTACHMENT J.2, N62742-20-R-1801

IDENTIFICATION OF UNCOMPENSATED OVERTIME RATIOS

The purpose of this table is to identify the uncompensated overtime ratio for Fair Labor Standards Act exempt employees. The offeror shall complete the following table if uncompensated overtime is proposed. The ratio which is proposed for a particular labor category will apply for all Fair Labor Standards Act exempt employees (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.

| Labor Category | Base Hourly Rate* | Total Hours Worked per Week Including Uncompensated Overtime | Ratio ** | Proposed Rate Adjusted for Uncompensated Overtime *** |
|----------------|-------------------|--|----------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* Base Hourly Rate – that is unadjusted for the effect of uncompensated overtime.

** Ratio – the percentage derived from the proposed hours per week in relation to a 40 hour week (e.g. Project Manager, 40 hours / 42 hours = 95.2%).

*** Proposed Rate Adjusted for Uncompensated Overtime – the Base Hourly Rate x the Ratio (e.g. \$10.00 x 95.2% = \$9.52).

NOTES FOR COMPLETING J.3

1. Only use the base indirect rates, as applicable and in accordance with disclosed accounting practices, for the base year and each option year. The listed indirect rate categories may be adjusted to reflect the offeror's accounting system. See Section L, Paragraph L1, 2.b., Section II, Tab 1, Paragraph b, INDIRECT RATES SUBMITTAL – ATTACHMENTS J.3, J.4 AND J.6).
2. A separate rate sheet shall be submitted for the prime, each joint venture member, and each team subcontractor that may perform cost reimbursable work. If the prime or subcontractor has more than one cost center that will perform work under this contract, information shall be provided for each cost center.
3. Any variance between base indirect rates and historical rates, applicable forward pricing rates, DCAA approved rates, and/or approved CAS practices should be clearly documented in the supporting narrative.
4. Attachment J.3 is provided in Microsoft Word. Complete in Microsoft Word format, as provided. Additionally, offerors shall provide J.3 in Microsoft Excel format on CDs to show how the multiplier was calculated.
5. Award Fee shall not be applied to travel, Contractor – Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
6. The offeror may adjust the columns or rows to be consistent with its cost accounting system.

ATTACHMENT J.3, N62742-20-R-1801

**INDIRECT CEILING RATES BUILD-UP, AWARD FEE APPLICATION AND DISTRIBUTION
OF COST-REIMBURSABLE WORK FORM
BASE INDIRECT RATES USED TO DERIVE CEILING RATES**

BASE YEAR

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|---------------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor’s costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

**INDIRECT CEILING RATES BUILD-UP, AWARD FEE APPLICATION AND DISTRIBUTION
OF COST-REIMBURSABLE WORK FORM
BASE INDIRECT RATES USED TO DERIVE CEILING RATES**

OPTION YEAR 1

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor's costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|-----|------------|------|
| LVE | | |

**INDIRECT CEILING RATES BUILD-UP, AWARD FEE APPLICATION AND DISTRIBUTION
OF COST-REIMBURSABLE WORK FORM
BASE INDIRECT RATES USED TO DERIVE CEILING RATES**

OPTION YEAR 2

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|---------------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor's costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

**INDIRECT CEILING RATES BUILD-UP, AWARD FEE APPLICATION AND DISTRIBUTION
OF COST-REIMBURSABLE WORK FORM
BASE INDIRECT RATES USED TO DERIVE CEILING RATES**

OPTION YEAR 3

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor's costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

**INDIRECT CEILING RATES BUILD-UP, AWARD FEE APPLICATION AND DISTRIBUTION
OF COST-REIMBURSABLE WORK FORM
BASE INDIRECT RATES USED TO DERIVE CEILING RATES**

OPTION YEAR 4

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor's costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

**INDIRECT CEILING RATES BUILD-UP, AWARD FEE APPLICATION AND DISTRIBUTION
OF COST-REIMBURSABLE WORK FORM
BASE INDIRECT RATES USED TO DERIVE CEILING RATES**

Proposed Distribution of Work:

Offerors shall include the percentage of work expected to be performed by each proposed cost reimbursable subcontractor.

| | |
|---------------------------------|-------------------------|
| Prime | _____ % |
| Joint Venture | |
| Company A | _____ % (if applicable) |
| Company B | _____ % (if applicable) |
| Cost Reimbursable Subcontractor | _____ % (if applicable) |
| Cost Reimbursable Subcontractor | _____ % (if applicable) |
| Total | 100 % |

-

NOTES FOR COMPLETING J.4

1. The listed indirect rate categories may be adjusted to reflect the offeror's accounting system. See Section L, Paragraph L1, 2.b., Section II, Tab 1, Paragraph b, INDIRECT RATES SUBMITTAL – ATTACHMENTS J.3, J.4 AND J.6).
2. A separate rate sheet shall be submitted for the prime, each joint venture member, and each team subcontractor that may perform cost reimbursable work. If the prime or subcontractor has more than one cost center that will perform work under this contract, information shall be provided for each cost center.
3. Any variance between indirect base rates used to develop the ceiling rates and historical rates, applicable forward pricing rates, DCAA approved rates, and/or approved CAS practices should be clearly documented in the supporting narrative. Note the proposed mark-up, if any, applied to the indirect base rates to arrive at the ceiling rates for the base year and each option period. The offeror shall clearly document why any significantly discounted rates will not pose a risk that the offeror will be unable to provide the services for the proposed cost, e.g. how will losses be handled. Any indirect rate discounts proposed will be analyzed to ensure compliance with cost realism.
4. If maximum indirect rates proposed for Option Years 1 through 4 vary significantly from the proposed base year indirect rates, explain and support the basis of these maximum indirect rates.
5. Attachment J.4 is provided in Microsoft Word. Complete in Microsoft Word format, as provided. Additionally, offerors shall provide J.4 in Microsoft Excel format on CDs to show how the multiplier was calculated.
6. Award Fee shall not be applied to travel, Contractor – Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
7. The offeror may adjust the columns or rows to be consistent with its cost accounting system.

ATTACHMENT J.4, N62742-20-R-1801

INDIRECT CEILING RATE, AWARD FEE APPLICATION AND DISTRIBUTION OF COST-REIMBURSABLE WORK FORM

BASE YEAR INDIRECT CEILING RATES

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor’s costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the maximum rates.

INDIRECT CEILING RATE, AWARD FEE APPLICATION AND DISTRIBUTION OF COST-REIMBURSABLE WORK FORM

OPTION YEAR 1

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor’s costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the maximum rates.

INDIRECT CEILING RATE, AWARD FEE APPLICATION AND DISTRIBUTION OF COST-REIMBURSABLE WORK FORM

OPTION YEAR 2

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor's costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the maximum rates.

INDIRECT CEILING RATE, AWARD FEE APPLICATION AND DISTRIBUTION OF COST-REIMBURSABLE WORK FORM

OPTION YEAR 3

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor's costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the maximum rates.

INDIRECT CEILING RATE, AWARD FEE APPLICATION AND DISTRIBUTION OF COST-REIMBURSABLE WORK FORM

OPTION YEAR 4

| Cost Element | Fringe | Home Overhead | Field Overhead | G&A | Award Fee | FCCM | Multiplier |
|---|--------|---------------|----------------|-----|-----------|-------------------------------|------------|
| Direct Labor | | | | | | Provide in Chart below | |
| Materials | | | | | | | |
| Supplies | | | | | | | |
| Equipment (Contractor – Owned) | | | | | | | |
| Equipment (Contractor – Acquired Property) | | | | | 0.00% | | |
| Rental Equipment | | | | | | | |
| Inventory | | | | | | | |
| Travel | | | | | 0.00% | | |
| Subcontracts | | | | | | | |
| Cost Reimbursable Subcontractors (Award Fee shall not be applied to award fee of cost reimbursable subcontractor’s costs at any tier) | | | | | | | |
| Other | | | | | | | |

| FCCOM POOL | COST BASIS | RATE |
|-----------------|------------|------|
| Field | | |
| Home | | |
| G&A | | |
| Owned Equipment | | |

| | COST BASIS | RATE |
|------------|------------|------|
| LVE | | |

Should actual indirect rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the maximum rates.

INDIRECT CEILING RATE, AWARD FEE APPLICATION AND DISTRIBUTION OF COST-REIMBURSABLE WORK FORM

Proposed Distribution of Work

Offerors shall include the percentage of work expected to be performed by each proposed cost reimbursable subcontractor.

| | |
|---------------------------------|-------------------------|
| Prime | _____ % |
| Joint Venture | |
| Company A | _____ % (if applicable) |
| Company B | _____ % (if applicable) |
| Cost Reimbursable Subcontractor | _____ % (if applicable) |
| Cost Reimbursable Subcontractor | _____ % (if applicable) |
| Total | 100 % |

-

ATTACHMENT J.5, N62742-20-R-1801

**SERVICE CONTRACT LABOR STANDARDS AND
CONSTRUCTION WAGE RATE REQUIREMENTS CEILING LABOR RATES**

The maximum direct hourly labor rate ceiling for Service Contract Labor Standards (SCA) labor are established at the applicable wage determination plus _____%.

The maximum direct hourly labor rate ceiling for Construction Wage Rate Requirements labor categories are established at the applicable wage determination plus _____%.

Should actual labor rates experienced during performance of the contract be lower than those shown above, actual rates will be charged in lieu of the maximum rates.

See additional information in Sections H3 and L of the solicitation/contract.

ATTACHMENT J.6, N62742-20-R-1801

PROPOSED, HISTORICAL, AND YEAR-TO-DATE INDIRECT RATES

All firms submitting an offer must complete the table below and shall submit it as part of your cost proposal. Firms may adjust the table as necessary to accommodate your company's accounting structure. Specify in the table below what your fiscal year period is, historical and year-to-date indirect rates, and your proposed rates. Also, specify whether or not the historical rates are government audited final rates. If so, please provide the DCAA audit report and/or the Administrative Contracting Officer's final rate determination letter. If the historical rates are not audited, please indicate if they have been submitted for audit, date submitted, and provide the cognizant DCAA office information. For year-to-date rates, please indicate the "as of" date and provide the detailed (account level) pool and base information for each rate. If your company is not required to submit final indirect rates to the government for audit and final determination, or if you have not yet submitted your final rates to DCAA for any completed year in the table, please include your rates in the table below and provide the detailed (account level) pool and base information for each rate.

| Rate | FY 2018 | FY 2019 | FY 2020 | FY 2021 Year-to-Date |
|----------------------------------|---------|---------|---------|-------------------------|
| Fringe | | | | |
| Home Overhead | | | | |
| Field / Site Overhead | | | | |
| Material & Subcontracts Handling | | | | |
| G&A | | | | |

N62742-20-R-1801
BASE YEAR
Direct Labor Cost

| Labor Category | Rate (\$/hr) | Labor Hours | | | | Labor Cost | | | | |
|--|-----------------|--------------|---------------|--------------|---------------|--------------|---------------|-------------|-------------|-----------|
| | | Home (hr) | Field (hr) | DBA (hr) | SCA (hr) | Home (\$) | Field (\$) | DBA (\$) | SCA (\$) | |
| Key Personnel -- Program Manager | x | | 820 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Senior Project Manager | x | | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Contract Administration Manager | x | | 1,900 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Quality Assurance Manager | x | | 160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel - Health and Safety Manager | x | | 390 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Superintendent | x | | 14,480 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Scientist/Geologist | x | | 4,800 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Manager | x | | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Industrial Hygienist, Certified | x | | 80 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Engineer | x | | 1,030 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Engineer | x | | 180 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Engineer | x | | 120 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Scientist/Geologist | x | | 1,270 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Health and Safety Officer | x | | 7,200 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project QC Manager | x | | 3,240 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Scientist/Geologist | x | | 500 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| CADD/GIS Operator | x | | 290 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Word Processor | x | | 260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Administrative Assistant | x | | 320 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Controls Administrator | x | | 1,220 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Estimator | x | | 70 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Billing/Invoice Clerk | x | | 1,440 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Subcontract Administrator | x | | 1,410 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Cost/Schedule Analyst | x | | 1,210 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Chemist | x | | 1,160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior UXO Supervisor (SUXOS) | x | | - | 790 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Quality Control Specialist (UXO QCS) | x | | - | 640 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Safety Officer (UXO SO) | x | | - | 80 | 0 | 0 | \$ | \$ | \$ | \$ |
| SCA 30491 - Unexploded Ordnance (UXO) Technician I | x | | - | 0 | 0 | 250 | \$ | \$ | \$ | \$ |
| SCA 30492 - Unexploded Ordnance (UXO) Technician II | x | | - | 0 | 0 | 2130 | \$ | \$ | \$ | \$ |
| SCA 30493 - Unexploded Ordnance (UXO) Technician III | x | | - | 0 | 0 | 630 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 8 | x | | - | 0 | 620 | 0 | \$ | \$ | \$ | \$ |
| DBA Truck Driver, Group 13B | x | | - | 0 | 6300 | 0 | \$ | \$ | \$ | \$ |
| DBA Laborer, Laborer 1 | x | | - | 0 | 7300 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 1 | x | | - | 0 | 2770 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 2 | x | | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 3 | x | | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 6, Loader | x | | - | 0 | 6510 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 12A | x | | - | 0 | 2270 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 13, Truck Driver | x | | - | 0 | 2370 | 0 | \$ | \$ | \$ | \$ |
| Total (Home) | | | 52,070 | 1,510 | 35,840 | 3,010 | \$ | \$ | \$ | \$ |
| Total (Field) | | | | | | | | | | |
| Total (Craft SCA/DBA) | | | | | | | | | | |
| Total Hours (Home, Field, DBA, and SCA) | | | 52,070 | 1,510 | 35,840 | 3,010 | \$ | \$ | \$ | \$ |

**BASE YEAR
Indirect Costs**

| | | Rate (%) | | Labor (hr) | Cost (\$) |
|--|-----------|---------------|---|------------------------|----------------------|
| Direct Labor Cost | Home | | | 52,070 | \$ _____ |
| | Field | | | 1,510 | \$ _____ |
| | DBA | | | 35,840 | \$ _____ |
| | SCA | | | 3,010 | \$ _____ |
| Fringe | Home | _____ % | x | \$ _____ | \$ _____ |
| | Field | _____ % | x | \$ _____ | \$ _____ |
| | DBA | _____ % | x | \$ _____ | \$ _____ |
| | SCA | _____ % | x | \$ _____ | \$ _____ |
| Overhead | Home | _____ % | x | \$ _____ | \$ _____ |
| | Field | _____ % | x | \$ _____ | \$ _____ |
| | DBA | _____ % | x | \$ _____ | \$ _____ |
| | SCA | _____ % | x | \$ _____ | \$ _____ |
| Low Value Equipment | Home | _____ % | x | \$ _____ | \$ _____ |
| | Field | _____ % | x | \$ _____ | \$ _____ |
| | DBA | _____ % | x | \$ _____ | \$ _____ |
| | SCA | _____ % | x | \$ _____ | \$ _____ |
| Other Direct Costs | | _____ | | | \$ 16,384,828 |
| Travel | | _____ | | | \$ 2,521,311 |
| Fixed Price Subcontracts | | _____ | | | \$ 9,902,960 |
| G&A | Home | _____ % | x | \$ _____ | \$ _____ |
| | Field | _____ % | x | \$ _____ | \$ _____ |
| | DBA | _____ % | x | \$ _____ | \$ _____ |
| | SCA | _____ % | x | \$ _____ | \$ _____ |
| | ODC's | _____ % | x | \$ _____ | \$ _____ |
| | Travel | _____ % | x | \$ _____ | \$ _____ |
| | Subs | _____ % | x | \$ _____ | \$ _____ |
| Facilities Capital Cost of Money (FCCOM) | Home | _____ % | x | \$ _____ | \$ _____ |
| | Field | _____ % | x | \$ _____ | \$ _____ |
| | G&A | _____ % | x | \$ _____ | \$ _____ |
| | Dir. Equi | _____ % | x | \$ _____ | \$ _____ |
| Maximum Award Fee (not to exceed 10%) | | _____ % | x | Labor \$ _____ | \$ _____ |
| | | | | ODCs \$ _____ | \$ _____ |
| | | | | Subcontractor \$ _____ | \$ _____ |
| TOTAL COST | | | | | \$ _____ |

Notes:

- RATES MUST BE PROVIDED FOR ALL LABOR CATEGORIES LISTED IN THIS J.7 FORM.**
- The Offeror shall not add or delete labor categories, make structural changes, or change the hours on this form.
- Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Subcontracts on this form.
- If applicable, Offeror should add direct cost applied to the labor base (e.g. Health and Safety charge, low value equipment). Must correspond to the breakdown provided on Attachments J.3 and J.4.

5. Offeror should add or delete additional indirect costs in accordance with established account system (must use appropriate base and explain).
6. The direct cost amounts presented above are for informational purposes only and not necessarily representative of actual costs to be incurred on this contract.
7. Offeror shall utilize the indirect rate ceilings on Attachment JL.4 as their indirect rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet (J.7).
8. For professional labor, the ceiling rates listed on Attachment J.1 under Maximum Ceiling Rate for Billing Purposes shall be utilized.
9. The proposed rates for DBA labor, shall be equal to the General Decision Number: General Decision No. HI20210001 dated 02/19/2021 (J.13).
10. The proposed rates for SCA labor, shall be equal to the rates provided in Wage Determination No. 2015-5689, Revision No. 13, Date of Revision 12/21/2020 (J.12)
11. Do not include hazard pay for the SCA labor categories.
12. This form shall be submitted by the Prime, each member of a Joint Venture (JV) entity (see note below), each cost reimbursable subcontractor and (if necessary) each cost center that will be utilized in performance of the contract. If the JV entity has an established separate cost center with an adequate accounting system for a cost reimbursement contract, one form may be submitted for the JV entity.
13. This form does not include formulas. In addition to the hard copies, offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application to labor, etc.) used to arrive at the total cost.
14. Per Section H of the solicitation, the acquisition and use of Information Technology Equipment or Systems shall not be considered a direct charge under this contract.
15. For SCA and DBA labor, if it is the offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD clearly show the base rate and markups applied. For example, showing the SCA rate plus SCA health and welfare or DBA plus WD fringe and any other direct charges added to the direct labor rate such as FUTA, SUTA and FICA. The offeror shall use their indirect ceiling rates on Attachment J.4 in any offset or differential calculations to account for the payment of health and welfare/fringes in the base labor rate.
16. Offerors should add the award fee as proposed on Attachment J.4. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
17. **SEE ADDITIONAL INSTRUCTIONS IN SECTION L**

N62742-20-R-1801
OPTION YEAR 1
Direct Labor Cost

| Labor Category | Rate (\$/hr) | Labor Hours | | | | Labor Cost | | | |
|--|-----------------|---------------|--------------|---------------|--------------|------------|-----------|-----------|-----------|
| | | Home | Field | DBA | SCA | Home | Field | DBA | SCA |
| | | (hr) | (hr) | (hr) | (hr) | (\$) | (\$) | (\$) | (\$) |
| Key Personnel -- Program Manager | x | 820 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Senior Project Manager | x | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Contract Administration Manager | x | 1,900 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Quality Assurance Manager | x | 160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel - Health and Safety Manager | x | 390 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Superintendent | x | 14,480 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Scientist/Geologist | x | 4,800 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Manager | * | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Industrial Hygienist, Certified | x | 80 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Engineer | x | 1,030 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Engineer | x | 180 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Engineer | x | 120 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Scientist/Geologist | x | 1,270 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Health and Safety Officer | x | 7,200 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project QC Manager | x | 3,240 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Scientist/Geologist | x | 500 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| CADD/GIS Operator | x | 290 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Word Processor | x | 260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Administrative Assistant | x | 320 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Controls Administrator | x | 1,220 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Estimator | x | 70 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Billing/Invoice Clerk | x | 1,440 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Subcontract Administrator | x | 1,410 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Cost/Schedule Analyst | x | 1,210 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Chemist | x | 1,160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior UXO Supervisor (SUXOS) | x | - | 790 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Quality Control Specialist (UXO QCS) | x | - | 640 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Safety Officer (UXO SO) | x | - | 80 | 0 | 0 | \$ | \$ | \$ | \$ |
| SCA 30491 - Unexploded Ordnance (UXO) Technician I | x | - | 0 | 0 | 250 | \$ | \$ | \$ | \$ |
| SCA 30492 - Unexploded Ordnance (UXO) Technician II | x | - | 0 | 0 | 2130 | \$ | \$ | \$ | \$ |
| SCA 30493 - Unexploded Ordnance (UXO) Technician III | x | - | 0 | 0 | 630 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 8 | x | - | 0 | 620 | 0 | \$ | \$ | \$ | \$ |
| DBA Truck Driver, Group 13B | x | - | 0 | 6300 | 0 | \$ | \$ | \$ | \$ |
| DBA Laborer, Laborer 1 | x | - | 0 | 7300 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 1 | x | - | 0 | 2770 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 2 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 3 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 6, Loader | x | - | 0 | 6510 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 12A | x | - | 0 | 2270 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 13, Truck Driver | x | - | 0 | 2370 | 0 | \$ | \$ | \$ | \$ |
| Total (Home) | | | | | | | | | |
| Total (Field) | | | | | | | | | |
| Total (Craft SCA/DBA) | | | | | | | | | |
| Total Hours (Home, Field, DBA, and SCA) | | 52,070 | 1,510 | 35,840 | 3,010 | \$ | \$ | \$ | \$ |

OPTION YEAR 1

Indirect Costs

| | | Rate | | | | Labor | Cost |
|--|-------------|---------|---|----------|---------------|----------|--------------|
| | | (%) | | | | (hr) | (\$) |
| Direct Labor Cost | Home | | | | | 52,070 | \$ |
| | Field | | | | | 1,510 | \$ |
| | DBA | | | | | 35,840 | \$ |
| | SCA | | | | | 3,010 | \$ |
| Fringe | Home | _____ % | x | \$ _____ | | | \$ |
| | Field | _____ % | x | \$ _____ | | | \$ |
| | DBA | _____ % | x | \$ _____ | | | \$ |
| | SCA | _____ % | x | \$ _____ | | | \$ |
| Overhead | Home | _____ % | x | \$ _____ | | | \$ |
| | Field | _____ % | x | \$ _____ | | | \$ |
| | DBA | _____ % | x | \$ _____ | | | \$ |
| | SCA | _____ % | x | \$ _____ | | | \$ |
| Low Value Equipment | Home | _____ % | x | \$ _____ | | | \$ |
| | Field | _____ % | x | \$ _____ | | | \$ |
| | DBA | _____ % | x | \$ _____ | | | \$ |
| | SCA | _____ % | x | \$ _____ | | | \$ |
| Other Direct Costs | | _____ | | | | | \$16,774,787 |
| Travel | | _____ | | | | | \$2,581,319 |
| Fixed Price Subcontracts | | _____ | | | | | \$10,138,651 |
| G&A | Home | _____ % | x | \$ _____ | | | \$ |
| | Field | _____ % | x | \$ _____ | | | \$ |
| | DBA | _____ % | x | \$ _____ | | | \$ |
| | SCA | _____ % | x | \$ _____ | | | \$ |
| | ODC's | _____ % | x | \$ _____ | | | \$ |
| | Travel | _____ % | x | \$ _____ | | | \$ |
| | Subs | _____ % | x | \$ _____ | | | \$ |
| Facilities Capital Cost of Money (FCCOM) | Home | _____ % | x | \$ _____ | | | \$ |
| | Field | _____ % | x | \$ _____ | | | \$ |
| | G&A | _____ % | x | \$ _____ | | | \$ |
| | Dir. Equip. | _____ % | x | \$ _____ | | | \$ |
| Maximum Award Fee (not to exceed 10%) | | _____ % | x | | Labor | \$ _____ | \$ |
| | | | | | ODCs | \$ _____ | \$ |
| | | | | | Subcontractor | \$ _____ | \$ |
| TOTAL COST | | | | | | | \$ |

Notes:

- RATES MUST BE PROVIDED FOR ALL LABOR CATEGORIES LISTED IN THIS J.7 FORM.**
- The Offeror shall not add or delete labor categories, make structural changes, or change the hours on this form.
- Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Subcontracts on this form.
- If applicable, Offeror should add direct cost applied to the labor base (e.g. Health and Safety charge, low value equipment). Must correspond to the breakdown provided on Attachments J.3 and J.4.

5. Offeror should add or delete additional indirect costs in accordance with established account system (must use appropriate base and explain).
6. The direct cost amounts presented above are for informational purposes only and not necessarily representative of actual costs to be incurred on this contract.
7. Offeror shall utilize the indirect rate ceilings on Attachment JL.4 as their indirect rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet
8. For professional labor, the ceiling rates listed on Attachment J.1 under Maximum Ceiling Rate for Billing Purposes shall be utilized.
9. The proposed rates for DBA labor, shall be equal to the General Decision Number: General Decision No. HI20210001 dated 02/19/2021 (J.13).
10. The proposed rates for SCA labor, shall be equal to the rates provided in Wage Determination No. 2015-5689, Revision No. 13, Date of Revision 12/21/2020 (J.12)
11. Do not include hazard pay for the SCA labor categories.
12. This form shall be submitted by the Prime, each member of a Joint Venture (JV) entity (see note below), each cost reimbursable subcontractor and (if necessary) each cost center that will be utilized in performance of the contract. If the JV entity has an established separate cost center with an adequate accounting system for a cost reimbursement contract, one form may be submitted for the JV entity.
13. This form does not include formulas. In addition to the hard copies, offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application to labor, etc.) used to arrive at the total cost.
14. Per Section H of the solicitation, the acquisition and use of Information Technology Equipment or Systems shall not be considered a direct charge under this contract.
15. For SCA and DBA labor, if it is the offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD to clearly show the base rate and markups
16. Offerors should add the award fee as proposed on Attachment J.4. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
- 17. SEE ADDITIONAL INSTRUCTIONS IN SECTION L**

N62742-20-R-1801
OPTION YEAR 2
Direct Labor Cost

| Labor Category | Rate (\$/hr) | Labor Hours | | | | Labor Cost | | | |
|--|-----------------|---------------|--------------|---------------|--------------|------------|-----------|-----------|-----------|
| | | Home | Field | DBA | SCA | Home | Field | DBA | SCA |
| | | (hr) | (hr) | (hr) | (hr) | (\$) | (\$) | (\$) | (\$) |
| Key Personnel -- Program Manager | x | 820 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Senior Project Manager | x | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Contract Administration Manager | x | 1,900 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Quality Assurance Manager | x | 160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel - Health and Safety Manager | x | 390 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Superintendent | x | 14,480 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Scientist/Geologist | x | 4,800 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Manager | x | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Industrial Hygienist, Certified | x | 80 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Engineer | x | 1,030 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Engineer | x | 180 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Engineer | x | 120 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Scientist/Geologist | x | 1,270 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Health and Safety Officer | x | 7,200 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project QC Manager | x | 3,240 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Scientist/Geologist | x | 500 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| CADD/GIS Operator | x | 290 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Word Processor | x | 260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Administrative Assistant | x | 320 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Controls Administrator | x | 1,220 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Estimator | x | 70 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Billing/Invoice Clerk | x | 1,440 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Subcontract Administrator | x | 1,410 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Cost/Schedule Analyst | x | 1,210 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Chemist | x | 1,160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior UXO Supervisor (SUXOS) | x | - | 790 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Quality Control Specialist (UXO QCS) | x | - | 640 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Safety Officer (UXO SO) | x | - | 80 | 0 | 0 | \$ | \$ | \$ | \$ |
| SCA 30491 - Unexploded Ordnance (UXO) Technician I | x | - | 0 | 0 | 250 | \$ | \$ | \$ | \$ |
| SCA 30492 - Unexploded Ordnance (UXO) Technician II | x | - | 0 | 0 | 2130 | \$ | \$ | \$ | \$ |
| SCA 30493 - Unexploded Ordnance (UXO) Technician III | x | - | 0 | 0 | 630 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 8 | x | - | 0 | 620 | 0 | \$ | \$ | \$ | \$ |
| DBA Truck Driver, Group 13B | x | - | 0 | 6300 | 0 | \$ | \$ | \$ | \$ |
| DBA Laborer, Laborer 1 | x | - | 0 | 7300 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 1 | x | - | 0 | 2770 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 2 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 3 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 6, Loader | x | - | 0 | 6510 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 12A | x | - | 0 | 2270 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 13, Truck Driver | x | - | 0 | 2370 | 0 | \$ | \$ | \$ | \$ |
| Total (Home) | | | | | | | | | |
| Total (Field) | | | | | | | | | |
| Total (Craft SCA/DBA) | | | | | | | | | |
| Total Hours (Home, Field, DBA, and SCA) | | 52,070 | 1,510 | 35,840 | 3,010 | \$ | \$ | \$ | \$ |

OPTION YEAR 2

Indirect Costs

| | | Rate (%) | | | Labor (hr) | Cost (\$) |
|--|-------------|-------------|---|---------------|---------------|---------------|
| Direct Labor Cost | Home | | | | 52,070 | \$ |
| | Field | | | | 1,510 | \$ |
| | DBA | | | | 35,840 | \$ |
| | SCA | | | | 3,010 | \$ |
| Fringe | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| Overhead | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| Low Value Equipment | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| Other Direct Costs | | % | | | | \$ 17,192,479 |
| Travel | | % | | | | \$ 2,645,594 |
| Fixed Price Subcontracts | | % | | | | \$ 10,391,103 |
| G&A | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| | ODC's | % | x | \$ | | \$ |
| | Travel | % | x | \$ | | \$ |
| | Subs | % | x | \$ | | \$ |
| Facilities Capital Cost of Money (FCCOM) | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | G&A | % | x | \$ | | \$ |
| | Dir. Equip. | % | x | \$ | | \$ |
| Maximum Award Fee (not to exceed 10%) | | % | x | Labor | \$ | \$ |
| | | | | ODCs | \$ | \$ |
| | | | | Subcontractor | \$ | \$ |
| TOTAL COST | | | | | | \$ |

Notes:

- RATES MUST BE PROVIDED FOR ALL LABOR CATEGORIES LISTED IN THIS J.7 FORM.**
- The Offeror shall not add or delete labor categories, make structural changes, or change the hours on this form.
- Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Subcontracts on this form.
- If applicable, Offeror should add direct cost applied to the labor base (e.g. Health and Safety charge, low value equipment). Must correspond to the breakdown provided on Attachments J.3 and J.4.

5. Offeror should add or delete additional indirect costs in accordance with established account system (must use appropriate base and explain).
6. The direct cost amounts presented above are for informational purposes only and not necessarily representative of actual costs to be incurred on this contract.
7. Offeror shall utilize the indirect rate ceilings on Attachment JL.4 as their indirect rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet
8. For professional labor, the ceiling rates listed on Attachment J.1 under Maximum Ceiling Rate for Billing Purposes shall be utilized.
9. The proposed rates for DBA labor, shall be equal to the General Decision Number: General Decision No. HI20210001 dated 02/19/2021 (J.13).
10. The proposed rates for SCA labor, shall be equal to the rates provided in Wage Determination No. 2015-5689, Revision No. 13, Date of Revision 12/21/2020 (J.12)
11. Do not include hazard pay for the SCA labor categories.
12. This form shall be submitted by the Prime, each member of a Joint Venture (JV) entity (see note below), each cost reimbursable subcontractor and (if necessary) each cost center that will be utilized in performance of the contract. If the JV entity has an established separate cost center with an adequate accounting system for a cost reimbursement contract, one form may be submitted for the JV entity.
13. This form does not include formulas. In addition to the hard copies, offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application to labor, etc.) used to arrive at the total cost.
14. Per Section H of the solicitation, the acquisition and use of Information Technology Equipment or Systems shall not be considered a direct charge under this contract.
15. For SCA and DBA labor, if it is the offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD to clearly show the base rate and markups
16. Offerors should add the award fee as proposed on Attachment J.4. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
- 17. SEE ADDITIONAL INSTRUCTIONS IN SECTION L**

N62742-20-R-1801
OPTION YEAR 3
Direct Labor Cost

| Labor Category | Rate (\$/hr) | Labor Hours | | | | Labor Cost | | | |
|--|-----------------|---------------|--------------|---------------|--------------|------------|-----------|-----------|-----------|
| | | Home | Field | DBA | SCA | Home | Field | DBA | SCA |
| | | (hr) | (hr) | (hr) | (hr) | (\$) | (\$) | (\$) | (\$) |
| Key Personnel -- Program Manager | x | 820 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Senior Project Manager | x | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Contract Administration Manager | x | 1,900 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Quality Assurance Manager | x | 160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel - Health and Safety Manager | x | 390 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Superintendent | x | 14,480 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Scientist/Geologist | x | 4,800 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Manager | | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Industrial Hygienist, Certified | x | 80 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Engineer | x | 1,030 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Engineer | x | 180 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Engineer | x | 120 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Scientist/Geologist | x | 1,270 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Health and Safety Officer | x | 7,200 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project QC Manager | x | 3,240 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Scientist/Geologist | x | 500 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| CADD/GIS Operator | x | 290 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Word Processor | x | 260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Administrative Assistant | x | 320 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Controls Administrator | x | 1,220 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Estimator | x | 70 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Billing/Invoice Clerk | x | 1,440 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Subcontract Administrator | x | 1,410 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Cost/Schedule Analyst | x | 1,210 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Chemist | x | 1,160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior UXO Supervisor (SUXOS) | x | - | 790 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Quality Control Specialist (UXO QCS) | x | - | 640 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Safety Officer (UXO SO) | x | - | 80 | 0 | 0 | \$ | \$ | \$ | \$ |
| SCA 30491 - Unexploded Ordnance (UXO) Technician I | x | - | 0 | 0 | 250 | \$ | \$ | \$ | \$ |
| SCA 30492 - Unexploded Ordnance (UXO) Technician II | x | - | 0 | 0 | 2130 | \$ | \$ | \$ | \$ |
| SCA 30493 - Unexploded Ordnance (UXO) Technician III | x | - | 0 | 0 | 630 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 8 | x | - | 0 | 620 | 0 | \$ | \$ | \$ | \$ |
| DBA Truck Driver, Group 13B | x | - | 0 | 6300 | 0 | \$ | \$ | \$ | \$ |
| DBA Laborer, Laborer 1 | x | - | 0 | 7300 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 1 | x | - | 0 | 2770 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 2 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 3 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 6, Loader | x | - | 0 | 6510 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 12A | x | - | 0 | 2270 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 13, Truck Driver | x | - | 0 | 2370 | 0 | \$ | \$ | \$ | \$ |
| Total (Home) | | | | | | | | | |
| Total (Field) | | | | | | | | | |
| Total (Craft SCA/DBA) | | | | | | | | | |
| Total Hours (Home, Field, DBA, and SCA) | | 52,070 | 1,510 | 35,840 | 3,010 | \$ | \$ | \$ | \$ |

OPTION YEAR 3

Indirect Costs

| | | Rate (%) | | Labor (hr) | Cost (\$) |
|--|-------------|-------------|---|---------------|---------------|
| Direct Labor Cost | Home | | | 52,070 | \$ |
| | Field | | | 1,510 | \$ |
| | DBA | | | 35,840 | \$ |
| | SCA | | | 3,010 | \$ |
| Fringe | Home | % | x | \$ | \$ |
| | Field | % | x | \$ | \$ |
| | DBA | % | x | \$ | \$ |
| | SCA | % | x | \$ | \$ |
| Overhead | Home | % | x | \$ | \$ |
| | Field | % | x | \$ | \$ |
| | DBA | % | x | \$ | \$ |
| | SCA | % | x | \$ | \$ |
| Low Value Equipment | Home | % | x | \$ | \$ |
| | Field | % | x | \$ | \$ |
| | DBA | % | x | \$ | \$ |
| | SCA | % | x | \$ | \$ |
| Other Direct Costs | | % | | | \$ 17,625,730 |
| Travel | | % | | | \$ 2,712,262 |
| Fixed Price Subcontracts | | % | | | \$ 10,652,959 |
| G&A | Home | % | x | \$ | \$ |
| | Field | % | x | \$ | \$ |
| | DBA | % | x | \$ | \$ |
| | SCA | % | x | \$ | \$ |
| | ODC's | % | x | \$ | \$ |
| | Travel | % | x | \$ | \$ |
| | Subs | % | x | \$ | \$ |
| Facilities Capital Cost of Money (FCCOM) | Home | % | x | \$ | \$ |
| | Field | % | x | \$ | \$ |
| | G&A | % | x | \$ | \$ |
| | Dir. Equip. | % | x | \$ | \$ |
| Maximum Awd Fee (not to exceed 10%) | | % | x | Labor | \$ |
| | | | | ODCs | \$ |
| | | | | Subcontractor | \$ |
| TOTAL COST | | | | | \$ |

Notes:

- RATES MUST BE PROVIDED FOR ALL LABOR CATEGORIES LISTED IN THIS J.7 FORM.**
- The Offeror shall not add or delete labor categories, make structural changes, or change the hours on this form.
- Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Subcontracts on this form.
- If applicable, Offeror should add direct cost applied to the labor base (e.g. Health and Safety charge, low value equipment). Must correspond to the breakdown provided on Attachments J.3 and J.4.

5. Offeror should add or delete additional indirect costs in accordance with established account system (must use appropriate base and explain).
6. The direct cost amounts presented above are for informational purposes only and not necessarily representative of actual costs to be incurred on this contract.
7. Offeror shall utilize the indirect rate ceilings on Attachment JL.4 as their indirect rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet
8. For professional labor, the ceiling rates listed on Attachment J.1 under Maximum Ceiling Rate for Billing Purposes shall be utilized.
9. The proposed rates for DBA labor, shall be equal to the General Decision Number: General Decision No. HI20210001 dated 02/19/2021 (J.13).
10. The proposed rates for SCA labor, shall be equal to the rates provided in Wage Determination No. 2015-5689, Revision No. 13, Date of Revision 12/21/2020 (J.12)
11. Do not include hazard pay for the SCA labor categories.
12. This form shall be submitted by the Prime, each member of a Joint Venture (JV) entity (see note below), each cost reimbursable subcontractor and (if necessary) each cost center that will be utilized in performance of the contract. If the JV entity has an established separate cost center with an adequate accounting system for a cost reimbursement contract, one form may be submitted for the JV entity.
13. This form does not include formulas. In addition to the hard copies, offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application to labor, etc.) used to arrive at the total cost.
14. Per Section H of the solicitation, the acquisition and use of Information Technology Equipment or Systems shall not be considered a direct charge under this contract.
15. For SCA and DBA labor, if it is the offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD to clearly show the base rate and markups
16. Offerors should add the award fee as proposed on Attachment J.4. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
- 17. SEE ADDITIONAL INSTRUCTIONS IN SECTION L**

N62742-20-R-1801
OPTION YEAR 4
Direct Labor Cost

| Labor Category | Rate (\$/hr) | Labor Hours | | | | Labor Cost | | | |
|--|-----------------|---------------|--------------|---------------|--------------|------------|-----------|-----------|-----------|
| | | Home | Field | DBA | SCA | Home | Field | DBA | SCA |
| | | (hr) | (hr) | (hr) | (hr) | (\$) | (\$) | (\$) | (\$) |
| Key Personnel -- Program Manager | x | 820 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Senior Project Manager | x | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Contract Administration Manager | x | 1,900 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel -- Quality Assurance Manager | x | 160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Key Personnel - Health and Safety Manager | x | 390 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Superintendent | x | 14,480 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Scientist/Geologist | x | 4,800 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Manager | | 4,260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Industrial Hygienist, Certified | x | 80 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior Project Engineer | x | 1,030 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Engineer | x | 180 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Engineer | x | 120 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Staff Scientist/Geologist | x | 1,270 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Site Health and Safety Officer | x | 7,200 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project QC Manager | x | 3,240 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Scientist/Geologist | x | 500 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| CADD/GIS Operator | x | 290 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Word Processor | x | 260 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Administrative Assistant | x | 320 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Controls Administrator | x | 1,220 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Estimator | x | 70 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Billing/Invoice Clerk | x | 1,440 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Subcontract Administrator | x | 1,410 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Cost/Schedule Analyst | x | 1,210 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Project Chemist | x | 1,160 | 0 | 0 | 0 | \$ | \$ | \$ | \$ |
| Senior UXO Supervisor (SUXOS) | x | - | 790 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Quality Control Specialist (UXO QCS) | x | - | 640 | 0 | 0 | \$ | \$ | \$ | \$ |
| UXO Safety Officer (UXO SO) | x | - | 80 | 0 | 0 | \$ | \$ | \$ | \$ |
| SCA 30491 - Unexploded Ordnance (UXO) Technician I | x | - | 0 | 0 | 250 | \$ | \$ | \$ | \$ |
| SCA 30492 - Unexploded Ordnance (UXO) Technician II | x | - | 0 | 0 | 2130 | \$ | \$ | \$ | \$ |
| SCA 30493 - Unexploded Ordnance (UXO) Technician III | x | - | 0 | 0 | 630 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 8 | x | - | 0 | 620 | 0 | \$ | \$ | \$ | \$ |
| DBA Truck Driver, Group 13B | x | - | 0 | 6300 | 0 | \$ | \$ | \$ | \$ |
| DBA Laborer, Laborer 1 | x | - | 0 | 7300 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 1 | x | - | 0 | 2770 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 2 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 3 | x | - | 0 | 3850 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 6, Loader | x | - | 0 | 6510 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 12A | x | - | 0 | 2270 | 0 | \$ | \$ | \$ | \$ |
| DBA Equipment Operator, Group 13, Truck Driver | x | - | 0 | 2370 | 0 | \$ | \$ | \$ | \$ |
| Total (Home) | | | | | | | | | |
| Total (Field) | | | | | | | | | |
| Total (Craft SCA/DBA) | | | | | | | | | |
| Total Hours (Home, Field, DBA, and SCA) | | 52,070 | 1,510 | 35,840 | 3,010 | \$ | \$ | \$ | \$ |

OPTION YEAR 4

Indirect Costs

| | | Rate (%) | | | Labor (hr) | Cost (\$) |
|--|-------------|-------------|---|---------------|---------------|---------------|
| Direct Labor Cost | Home | | | | 52,070 | \$ |
| | Field | | | | 1,510 | \$ |
| | DBA | | | | 35,840 | \$ |
| | SCA | | | | 3,010 | \$ |
| Fringe | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| Overhead | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| Low Value Equipment | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| Other Direct Costs | | % | | | | \$ 18,054,035 |
| Travel | | % | | | | \$ 2,778,170 |
| Fixed Price Subcontracts | | % | | | | \$ 10,911,826 |
| G&A | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | DBA | % | x | \$ | | \$ |
| | SCA | % | x | \$ | | \$ |
| | ODC's | % | x | \$ | | \$ |
| | Travel | % | x | \$ | | \$ |
| | Subs | % | x | \$ | | \$ |
| Facilities Capital Cost of Money (FCCOM) | Home | % | x | \$ | | \$ |
| | Field | % | x | \$ | | \$ |
| | G&A | % | x | \$ | | \$ |
| | Dir. Equip. | % | x | \$ | | \$ |
| Maximum Award Fee (not to exceed 10%) | | % | x | Labor | \$ | \$ |
| | | | | ODCs | \$ | \$ |
| | | | | Subcontractor | \$ | \$ |
| TOTAL COST | | | | | | \$ |

Notes:

- RATES MUST BE PROVIDED FOR ALL LABOR CATEGORIES LISTED IN THIS J.7 FORM.**
- The Offeror shall not add or delete labor categories, make structural changes, or change the hours on this form.
- Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Subcontracts on this form.
- If applicable, Offeror should add direct cost applied to the labor base (e.g. Health and Safety charge, low value equipment). Must correspond to the breakdown provided on Attachments J.3 and J.4.

5. Offeror should add or delete additional indirect costs in accordance with established account system (must use appropriate base and explain).
 6. The direct cost amounts presented above are for informational purposes only and not necessarily representative of actual costs to be incurred on this contract.
 7. Offeror shall utilize the indirect rate ceilings on Attachment JL.4 as their indirect rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet
 8. For professional labor, the ceiling rates listed on Attachment J.1 under Maximum Ceiling Rate for Billing Purposes shall be utilized.
 9. The proposed rates for DBA labor, shall be equal to the General Decision Number: General Decision No. HI20210001 dated 02/19/2021 (J.13).
 10. The proposed rates for SCA labor, shall be equal to the rates provided in Wage Determination No. 2015-5689, Revision No. 13, Date of Revision 12/21/2020 (J.12)
 11. Do not include hazard pay for the SCA labor categories.
 12. This form shall be submitted by the Prime, each member of a Joint Venture (JV) entity (see note below), each cost reimbursable subcontractor and (if necessary) each cost center that will be utilized in performance of the contract. If the JV entity has an established separate cost center with an adequate accounting system for a cost reimbursement contract, one form may be submitted for the JV entity.
 13. This form does not include formulas. In addition to the hard copies, offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application to labor, etc.) used to arrive at the total cost.
 14. Per Section H of the solicitation, the acquisition and use of Information Technology Equipment or Systems shall not be considered a direct charge under this contract.
 15. For SCA and DBA labor, if it is the offeror's normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD to clearly show the base rate and markups
 16. Offerors should add the award fee as proposed on Attachment J.4. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor's cost at any tier.
- 17. SEE ADDITIONAL INSTRUCTIONS IN SECTION L**

COST MODEL SUMMARY SHEET J.7A

N62742-20-R-1801

THIS FORM TO BE SUBMITTED BY PRIME CONTRACTOR/JV ENTITY ONLY

| Base Year | Total Cost Model Value for Base Year | % of work (J.3) | Total Value of Base Year based on % of Work |
|--|---|------------------------|--|
| Prime/JV member | \$0.00 | | \$0.00 |
| Prime/JV member | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| | | 100% | \$0.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on J.4 | \$0.00 | | \$0.00 |
| TOTAL VALUE OF COST MODEL FOR BASE YEAR | | | \$0.00 |

| Option Year 1 | Total Cost Model Value for First Option Year | % of work | Total Value of First Option Year based on % of Work |
|--|---|------------------|--|
| Prime/JV member | \$0.00 | | \$0.00 |
| Prime/JV member | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| | | 100% | \$0.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on J.4 | \$0.00 | | \$0.00 |
| TOTAL VALUE OF COST MODEL FOR OPTION YEAR 1 | | | \$0.00 |

| Option Year 2 | Total Cost Model Value for Second Option Year | % of work | Total Value of Second Option Year based on % of Work |
|--|--|------------------|---|
| Prime/JV member | \$0.00 | | \$0.00 |
| Prime/JV member | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| | | 100% | \$0.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on J.4 | \$0.00 | | \$0.00 |
| TOTAL VALUE OF COST MODEL FOR OPTION YEAR 2 | | | \$0.00 |

| Option Year 3 | Total Cost Model Value for Third Option Year | % of work | Total Value of Third Option Year based on % of Work |
|--|---|------------------|--|
| Prime/JV member | \$0.00 | | \$0.00 |
| Prime/JV member | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| | | 100% | \$0.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on J.4 | \$0.00 | | \$0.00 |
| TOTAL VALUE OF COST MODEL FOR OPTION YEAR 3 | | | \$0.00 |

| Option Year 4 | Total Cost Model Value for Fourth Option Year | % of work | Total Value of Fourth Option Year based on % of Work |
|--|--|------------------|---|
| Prime/JV member | \$0.00 | | \$0.00 |
| Prime/JV member | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| Cost Reimbursable Contractor | \$0.00 | | \$0.00 |
| | | 100% | \$0.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on J.4 | \$0.00 | | \$0.00 |
| TOTAL VALUE OF COST MODEL FOR OPTION YEAR 4 | | | \$0.00 |

1. For evaluation purposes, the Government will utilize the percentages listed on **Attachment J.3** (Proposed Distribution of Work) (this will be performed for the base and each option year) to arrive at a TOTAL COST MODEL VALUE (PER YEAR)
 2. In the event an offeror utilizes multiple cost centers, the cost model will be filled out for each cost center expected to be utilized in the performance of this contract. For evaluation purposes, the cost center with the highest "Total" price for the cost model will be utilized.
 3. Cost Subcontractor mark-up : If the prime contractor is a JV, the rate for the JV member with the highest ceiling rate will be used.
- In addition to hard copy, offerors shall submit this form in Microsoft Excel format on CD.
SEE ADDITIONAL INSTRUCTIONS IN SECTION L.

SAMPLE

| | Total Cost Model Value for Base Year | % of work (J.3) | Total Value of Base Year based on % of Work |
|---|---|------------------------|--|
| Prime/JV member | \$490,000.00 | 30% | \$147,000.00 |
| Prime/JV member | \$505,000.00 | 25% | \$126,250.00 |
| Cost Reimbursable Contractor | \$479,000.00 | 20% | \$95,800.00 |
| Cost Reimbursable Contractor | \$515,000.00 | 25% | \$128,750.00 |
| | | 100% | \$497,800.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors,i.e. G&A, as provided on J.4 | \$224,550.00 | 7.5% | \$16,841.25 |
| TOTAL VALUE OF COST MODEL FOR BASE YEAR | | | \$514,641.25 |

**ATTACHMENT J.8: SPECIALIZED RECENT PROJECT/CONTRACT
EXPERIENCE INFORMATION**

Provide the following information on a maximum of eight (8) recent, relevant projects to demonstrate the Prime Contractor’s recent, relevant project experience. See Section M, Paragraph M5 for the definition of “recent, relevant project.” See Section M, Paragraph M5, Factor 1: Corporate Experience, for more detail. With exception to vertical cell height, do not modify this form (i.e. horizontal cell width, font type and size, etc.). Do not delete this instructional paragraph. The Offeror shall submit no more than two (2) pages double-sided per project. CPARS or Past Performance Questionnaires must also be provided for each project/contract submitted using this form. The Government will consider contract/project information provided in the CPARS/Past Performance Questionnaire (Sections 1 through 4) when evaluating project/contract experience.

| | |
|--|--|
| Project #: | |
| Contract No. / Task Order No.: | |
| Key Personnel Assigned for Duration of Project/Contract (Principal, Project Manager, Site Supervisor): | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Provide a description of the Contract or Task Order scope of work as it is relevant to the Section C tasks and Section M evaluation criteria. | |
| Describe the work that WAS performed by personnel currently on the Offeror’s team. Offeror’s current team includes: Personnel currently employed by the Offeror, Key Personnel with letters of commitment provided in the proposal, and personnel currently employed by the JV/LLC/subcontractors where legally binding agreements have been provided in the proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror’s team. Offeror’s current team includes: Personnel currently employed by the Offeror, Key Personnel with letters of commitment provided in the proposal, and personnel currently employed by the JV/LLC/subcontractors where legally binding agreements have been provided in the proposal. | |
| Provide any information on project or contract complexities or challenges encountered and actions taken: | |

Provide any other information about this recent project or contract experience that will assist the government to evaluate your ability to perform the complexity, scope, volume/size, and/or location of work described in this solicitation:

ATTACHMENT J.9: WORKLOAD EXPERIENCE FORM

Provide the following information to describe your capability and capacity to deliver on-schedule products similar to the type and complexity of the tasks described in Section C of this solicitation assuming a workload of at least ten (10) projects totaling a minimum of \$10 million at multiple locations within the solicitation area of responsibility occurring concurrently in addition to ongoing work for other clients. The below contracts/task orders should have occurred concurrently to be counted under this workload experience form. Offerors may add additional projects if more than 10 projects are needed to total the \$10 million minimum. With exception to vertical cell height, do not modify this form (i.e. horizontal cell width, font type and size, etc.). Do not delete this instructional paragraph. The combined submittal for Attachment J.9 shall not exceed six (6) single-sided pages.

| | |
|---|--|
| Concurrent Contract No. / Task Order No #1: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|--|--|
| Concurrent Contract No. / Task Order No #2: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |

| | |
|---|--|
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|---|--|
| Concurrent Contract No. / Task Order No #3: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|---|--|
| Concurrent Contract No. / Task Order No #4: | |
| Start and End Dates of the Contract/Task Order: | |

| | |
|---|--|
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|---|--|
| Concurrent Contract No. / Task Order No #5: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|---|--|
| Concurrent Contract No. / Task Order No #6: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|---|--|
| Concurrent Contract No. / Task Order No #7: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |

| | |
|---|--|
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |
|---|--|

| | |
|---|--|
| Concurrent Contract No. / Task Order No #8: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|--|--|
| Concurrent Contract No. / Task Order No #9: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |

| | |
|---|--|
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

| | |
|---|--|
| Concurrent Contract No. / Task Order No #10: | |
| Start and End Dates of the Contract/Task Order: | |
| Award amount performed by the Offeror's current team.* Do not include the cost of work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Location of the Contract/Task Order: | |
| Key Personnel Assigned for Duration of Project/Contract: | |
| Names of the Companies that the Project/Contract was Performed By, including Subcontractors: | |
| Description of the contract or task order scope of work performed by the Offeror's current team as it is relevant to the Section C tasks and Section M evaluation criteria. Do not include work performed by subcontractors or JV partners that do not have teaming agreements in this proposal. | |
| Describe the work that WAS NOT performed by personnel currently on the Offeror's current team.* | |

*Offeror's current team includes: Personnel currently employed by the Offeror, Key Personnel with letters of commitment provided in the proposal, and personnel currently employed by the JV/LLC/subcontractors where legally binding agreements have been provided in the proposal.

**ATTACHMENT J.10: OFFEROR'S KEY
PERSONNEL EXPERIENCE/QUALIFICATIONS**

Provide the following information, on separate sheets, to demonstrate the key personnel's (Program Manager, Senior Project Manager, Contract Administration Manger, Quality Assurance Manager, Health and Safety Manager) qualifications and experience. Please see Section M, Paragraph M5.(3), for the definition of recent, relevant projects and Section C, Paragraph 1.3.3 for the key personnel qualification requirements. With exception to vertical cell height, do not modify this form (i.e. horizontal cell width, font type and size, etc.). Do not delete this instructional paragraph. The Offeror shall not submit more than four (4) pages single-sided per person for each Key Personnel position.

| | |
|--|--|
| Name: | |
| Proposed assignment on this contract (Program Manager, Senior Project Manager, Contract Administration Manger, Quality Assurance Manager, Health and Safety Manager): | |
| Assigned tasks in Section C | |
| Dates/titles/duties of each position held at current firm: | |
| Dates/titles/duties of each position held at other firms, names of other firms. (Please list by date of employment, e.g., March 2001 – April 2005, ABC Corp, QC Manager) | |
| Educational Background: (Year, Degree, Specialization, Name of U.S. Accredited University) | |
| Professional Registration (if any): (Year, State, Discipline) | |
| Training courses completed that pertain to this contract: | |
| Familiar with the COE EM-385-1-1 and Hazard Identification and Safety Compliance | |
| Provide information on a maximum of four (4) recent, relevant projects that were completed by the key personnel that would demonstrate their project experience with the assigned Section C tasks. Information may be provided on Basic IDIQ contracts for the Program Manager, Contract Administration Manager, Quality Assurance Manager, and Health and Safety Manager key personnel positions, but not the Senior Project Manager key personnel position. Provide the following for each project/contract: | |

| | |
|--|--|
| Project #1 | |
| a. Contract number/task order number | |
| b. Title and location of the project | |
| c. Start and Completion date of the project | |
| d. Dollar value of the project | |
| e. Clear description of the contract/task order scope of work | |
| f. Key personnel's role in project, (i.e. Project Manager, H&S Specialist, etc.) | |
| g. Clear description of the duties performed by the key personnel for the project. | |
| Project #2 | |
| a. Contract number/task order number | |
| b. Title and location of the project | |
| c. Start and Completion date of the project | |
| d. Dollar value of the project | |
| e. Clear description of the contract/task order scope of work | |
| f. Key personnel's role in project, (i.e. Project Manager, H&S Specialist, etc.) | |
| g. Clear description of the duties performed by the key personnel for the project. | |
| Project #3 | |
| a. Contract number/task order number | |
| b. Title and location of the project | |
| c. Start and Completion date of the project | |
| d. Dollar value of the project | |
| e. Clear description of the contract/task order scope of work | |
| f. Key personnel's role in project, (i.e. Project Manager, H&S Specialist, etc.) | |
| g. Clear description of the duties performed by the key personnel for the project. | |
| Project #4 | |
| a. Contract number/task order number | |
| b. Title and location of the project | |
| c. Start and Completion date of the project | |
| d. Dollar value of the project | |
| e. Clear description of the contract/task order scope of work | |

| | |
|--|--|
| f. Key personnel's role in project, (i.e. Project Manager, H&S Specialist, etc.) | |
| g. Clear description of the duties performed by the key personnel for the project. | |

ATTACHMENT J.11: PAST PERFORMANCE QUESTIONNAIRE

| NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0) | |
|--|-----------------------|
| CONTRACT INFORMATION (Contractor to complete Blocks 1-4) | |
| 1. Contractor Information | |
| Firm Name: | CAGE Code: |
| Address: | DUNs Number: |
| Phone Number: | |
| Email Address: | |
| Point of Contact: | Contact Phone Number: |
| 2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) | |
| Percent of project work performed: | |
| If subcontractor, who was the prime (Name/Phone #): | |
| 3. Contract Information | |
| Contract Number: | |
| Delivery/Task Order Number (if applicable): | |
| Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): | |
| Contract Title: | |
| Contract Location: | |
| Award Date (mm/dd/yy): | |
| Contract Completion Date (mm/dd/yy): | |
| Actual Completion Date (mm/dd/yy): | |
| Explain Differences: | |
| Original Contract Price (Award Amount): | |
| Final Contract Price (to include all modifications, if applicable): | |
| Explain Differences: | |
| 4. Project Description: | |
| Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine | |
| How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) | |
| CLIENT INFORMATION (Client to complete Blocks 5-8) | |
| 5. Client Information | |
| Name: | |
| Title: | |
| Phone Number: | |
| Email Address: | |
| 6. Describe the client's role in the project: | |
| 7. Date Questionnaire was completed (mm/dd/yy): | |
| 8. Client's Signature: | |

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

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

| RATING | DEFINITION | NOTE |
|---------------------------|--|--|
| (E) Exceptional | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| (VG) Very Good | Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified. |
| (S) Satisfactory | Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |
| (M) Marginal | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. |
| (U) Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. | An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. |
| (N) Not Applicable | No information or did not apply to your contract | Rating will be neither positive nor negative. |

Contractor Information (Firm Name): _____

Client Information (Name): _____

TO BE COMPLETED BY CLIENT

| PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE. | |
|--|------------------------|
| 1. QUALITY: | |
| a) Quality of technical data/report preparation efforts | E VG S M U N |
| b) Ability to meet quality standards specified for technical performance | E VG S M U N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E VG S M U N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E VG S M U N |
| 2. SCHEDULE/TIMELINESS OF PERFORMANCE: | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i> | E VG S M U N |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract | E VG S M U N |
| 3. CUSTOMER SATISFACTION: | |
| a) To what extent were the end users satisfied with the project? | E VG S M U N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E VG S M U N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E VG S M U N |
| d) Overall customer satisfaction | E VG S M U N |
| 4. MANAGEMENT/ PERSONNEL/LABOR | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? | E VG S M U N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E VG S M U N |
| c) Government Property Control | E VG S M U N |
| d) Knowledge/expertise demonstrated by contractor personnel | E VG S M U N |
| e) Utilization of Small Business concerns | E VG S M U N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E VG S M U N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E VG S M U N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E VG S M U N |
| 5. COST/FINANCIAL MANAGEMENT | |
| a) Ability to meet the terms and conditions within the contractually agreed price(s)? | E VG S M U N |

Contractor Information (Firm Name): _____

Client Information (Name): _____

| | | | | | | |
|---|-----|----|---|----|---|---|
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E | VG | S | M | U | N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E | VG | S | M | U | N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i> | Yes | | | No | | |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i> | Yes | | | No | | |
| f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i> | Yes | | | No | | |
| 6. SAFETY/SECURITY | | | | | | |
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E | VG | S | M | U | N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E | VG | S | M | U | N |
| 7. GENERAL | | | | | | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E | VG | S | M | U | N |
| b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>) | E | VG | S | M | U | N |
| c) Would you hire or work with this firm again? (<i>If no, please explain below</i>) | Yes | | | No | | |
| d) In summary, provide an overall rating for the work performed by this contractor. | E | VG | S | M | U | N |

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

| | |
|--|-------|
| 01141 - Messenger Courier | 14.72 |
| 01191 - Order Clerk I | 15.55 |
| 01192 - Order Clerk II | 16.97 |
| 01261 - Personnel Assistant (Employment) I | 16.30 |
| 01262 - Personnel Assistant (Employment) II | 18.24 |
| 01263 - Personnel Assistant (Employment) III | 20.33 |
| 01270 - Production Control Clerk | 24.97 |
| 01290 - Rental Clerk | 15.79 |
| 01300 - Scheduler Maintenance | 19.05 |
| 01311 - Secretary I | 19.05 |
| 01312 - Secretary II | 21.31 |
| 01313 - Secretary III | 23.77 |
| 01320 - Service Order Dispatcher | 18.27 |
| 01410 - Supply Technician | 30.46 |
| 01420 - Survey Worker | 20.72 |
| 01460 - Switchboard Operator/Receptionist | 15.51 |
| 01531 - Travel Clerk I | 17.82 |
| 01532 - Travel Clerk II | 19.25 |
| 01533 - Travel Clerk III | 20.64 |
| 01611 - Word Processor I | 14.36 |
| 01612 - Word Processor II | 16.11 |
| 01613 - Word Processor III | 18.03 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 26.31 |
| 05010 - Automotive Electrician | 23.14 |
| 05040 - Automotive Glass Installer | 22.00 |
| 05070 - Automotive Worker | 22.00 |
| 05110 - Mobile Equipment Servicer | 18.99 |
| 05130 - Motor Equipment Metal Mechanic | 24.64 |
| 05160 - Motor Equipment Metal Worker | 22.00 |
| 05190 - Motor Vehicle Mechanic | 25.65 |
| 05220 - Motor Vehicle Mechanic Helper | 17.39 |
| 05250 - Motor Vehicle Upholstery Worker | 20.80 |
| 05280 - Motor Vehicle Wrecker | 22.00 |
| 05310 - Painter Automotive | 23.19 |
| 05340 - Radiator Repair Specialist | 22.00 |
| 05370 - Tire Repairer | 16.68 |
| 05400 - Transmission Repair Specialist | 24.64 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 16.84 |
| 07041 - Cook I | 17.47 |
| 07042 - Cook II | 20.36 |
| 07070 - Dishwasher | 12.36 |
| 07130 - Food Service Worker | 13.11 |
| 07210 - Meat Cutter | 21.44 |
| 07260 - Waiter/Waitress | 17.58 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 22.57 |
| 09040 - Furniture Handler | 14.17 |
| 09080 - Furniture Refinisher | 23.18 |
| 09090 - Furniture Refinisher Helper | 17.17 |
| 09110 - Furniture Repairer Minor | 20.12 |
| 09130 - Upholsterer | 22.57 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 13.00 |
| 11060 - Elevator Operator | 15.74 |
| 11090 - Gardener | 20.59 |
| 11122 - Housekeeping Aide | 15.74 |
| 11150 - Janitor | 15.74 |
| 11210 - Laborer Grounds Maintenance | 15.55 |
| 11240 - Maid or Houseman | 20.74 |
| 11260 - Pruner | 13.93 |
| 11270 - Tractor Operator | 18.85 |
| 11330 - Trail Maintenance Worker | 15.55 |
| 11360 - Window Cleaner | 17.58 |

| | |
|--|-------|
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 27.55 |
| 12011 - Breath Alcohol Technician | 23.67 |
| 12012 - Certified Occupational Therapist Assistant | 28.95 |
| 12015 - Certified Physical Therapist Assistant | 26.96 |
| 12020 - Dental Assistant | 18.52 |
| 12025 - Dental Hygienist | 39.89 |
| 12030 - EKG Technician | 28.62 |
| 12035 - Electroneurodiagnostic Technologist | 28.62 |
| 12040 - Emergency Medical Technician | 27.55 |
| 12071 - Licensed Practical Nurse I | 19.59 |
| 12072 - Licensed Practical Nurse II | 21.91 |
| 12073 - Licensed Practical Nurse III | 24.43 |
| 12100 - Medical Assistant | 18.40 |
| 12130 - Medical Laboratory Technician | 28.11 |
| 12160 - Medical Record Clerk | 21.99 |
| 12190 - Medical Record Technician | 24.60 |
| 12195 - Medical Transcriptionist | 19.74 |
| 12210 - Nuclear Medicine Technologist | 48.70 |
| 12221 - Nursing Assistant I | 12.88 |
| 12222 - Nursing Assistant II | 14.48 |
| 12223 - Nursing Assistant III | 15.80 |
| 12224 - Nursing Assistant IV | 17.73 |
| 12235 - Optical Dispenser | 21.95 |
| 12236 - Optical Technician | 19.59 |
| 12250 - Pharmacy Technician | 20.15 |
| 12280 - Phlebotomist | 19.24 |
| 12305 - Radiologic Technologist | 41.34 |
| 12311 - Registered Nurse I | 30.52 |
| 12312 - Registered Nurse II | 37.34 |
| 12313 - Registered Nurse II Specialist | 37.34 |
| 12314 - Registered Nurse III | 47.67 |
| 12315 - Registered Nurse III Anesthetist | 47.67 |
| 12316 - Registered Nurse IV | 54.15 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 32.26 |
| 12320 - Substance Abuse Treatment Counselor | 24.70 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 25.30 |
| 13012 - Exhibits Specialist II | 31.00 |
| 13013 - Exhibits Specialist III | 37.92 |
| 13041 - Illustrator I | 22.97 |
| 13042 - Illustrator II | 28.45 |
| 13043 - Illustrator III | 34.80 |
| 13047 - Librarian | 34.72 |
| 13050 - Library Aide/Clerk | 15.46 |
| 13054 - Library Information Technology Systems Administrator | 31.35 |
| 13058 - Library Technician | 20.92 |
| 13061 - Media Specialist I | 22.62 |
| 13062 - Media Specialist II | 25.30 |
| 13063 - Media Specialist III | 28.21 |
| 13071 - Photographer I | 17.83 |
| 13072 - Photographer II | 19.94 |
| 13073 - Photographer III | 23.73 |
| 13074 - Photographer IV | 30.21 |
| 13075 - Photographer V | 36.55 |
| 13090 - Technical Order Library Clerk | 19.42 |
| 13110 - Video Teleconference Technician | 27.34 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 17.54 |
| 14042 - Computer Operator II | 19.62 |
| 14043 - Computer Operator III | 22.80 |
| 14044 - Computer Operator IV | 24.81 |
| 14045 - Computer Operator V | 27.45 |
| 14071 - Computer Programmer I | |

(see 1)

| | | |
|---|---------|-------|
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 17.54 |
| 14160 - Personal Computer Support Technician | | 24.81 |
| 14170 - System Support Specialist | | 30.60 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 30.83 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 37.30 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 44.27 |
| 15050 - Computer Based Training Specialist / Instructor | | 30.83 |
| 15060 - Educational Technologist | | 31.48 |
| 15070 - Flight Instructor (Pilot) | | 44.27 |
| 15080 - Graphic Artist | | 25.25 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | | 40.84 |
| 15086 - Maintenance Test Pilot Rotary Wing | | 40.84 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 40.84 |
| 15090 - Technical Instructor | | 26.09 |
| 15095 - Technical Instructor/Course Developer | | 31.91 |
| 15110 - Test Proctor | | 21.18 |
| 15120 - Tutor | | 21.18 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | | |
| 16010 - Assembler | | 13.34 |
| 16030 - Counter Attendant | | 13.34 |
| 16040 - Dry Cleaner | | 16.51 |
| 16070 - Finisher Flatwork Machine | | 13.34 |
| 16090 - Presser Hand | | 13.34 |
| 16110 - Presser Machine Drycleaning | | 13.34 |
| 16130 - Presser Machine Shirts | | 13.34 |
| 16160 - Presser Machine Wearing Apparel Laundry | | 13.34 |
| 16190 - Sewing Machine Operator | | 17.57 |
| 16220 - Tailor | | 18.51 |
| 16250 - Washer Machine | | 14.41 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 32.05 |
| 19040 - Tool And Die Maker | | 40.28 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 22.43 |
| 21030 - Material Coordinator | | 24.97 |
| 21040 - Material Expediter | | 24.97 |
| 21050 - Material Handling Laborer | | 16.89 |
| 21071 - Order Filler | | 14.45 |
| 21080 - Production Line Worker (Food Processing) | | 22.43 |
| 21110 - Shipping Packer | | 17.81 |
| 21130 - Shipping/Receiving Clerk | | 17.81 |
| 21140 - Store Worker I | | 14.76 |
| 21150 - Stock Clerk | | 20.75 |
| 21210 - Tools And Parts Attendant | | 22.43 |
| 21410 - Warehouse Specialist | | 22.43 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 33.23 |
| 23019 - Aircraft Logs and Records Technician | | 25.54 |
| 23021 - Aircraft Mechanic I | | 31.25 |
| 23022 - Aircraft Mechanic II | | 33.23 |
| 23023 - Aircraft Mechanic III | | 35.19 |
| 23040 - Aircraft Mechanic Helper | | 21.73 |
| 23050 - Aircraft Painter | | 29.34 |
| 23060 - Aircraft Servicer | | 25.54 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 29.34 |
| 23080 - Aircraft Worker | | 27.45 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | | 27.45 |

| | |
|---|-------|
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 31.25 |
| 23110 - Appliance Mechanic | 24.13 |
| 23120 - Bicycle Repairer | 24.43 |
| 23125 - Cable Splicer | 42.46 |
| 23130 - Carpenter Maintenance | 39.50 |
| 23140 - Carpet Layer | 34.70 |
| 23160 - Electrician Maintenance | 37.61 |
| 23181 - Electronics Technician Maintenance I | 31.14 |
| 23182 - Electronics Technician Maintenance II | 33.29 |
| 23183 - Electronics Technician Maintenance III | 35.45 |
| 23260 - Fabric Worker | 27.89 |
| 23290 - Fire Alarm System Mechanic | 24.13 |
| 23310 - Fire Extinguisher Repairer | 25.71 |
| 23311 - Fuel Distribution System Mechanic | 35.09 |
| 23312 - Fuel Distribution System Operator | 26.55 |
| 23370 - General Maintenance Worker | 22.55 |
| 23380 - Ground Support Equipment Mechanic | 31.25 |
| 23381 - Ground Support Equipment Servicer | 25.54 |
| 23382 - Ground Support Equipment Worker | 27.45 |
| 23391 - Gunsmith I | 25.71 |
| 23392 - Gunsmith II | 29.97 |
| 23393 - Gunsmith III | 34.12 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 29.87 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 31.76 |
| 23430 - Heavy Equipment Mechanic | 36.21 |
| 23440 - Heavy Equipment Operator | 43.35 |
| 23460 - Instrument Mechanic | 35.45 |
| 23465 - Laboratory/Shelter Mechanic | 32.05 |
| 23470 - Laborer | 16.49 |
| 23510 - Locksmith | 28.38 |
| 23530 - Machinery Maintenance Mechanic | 35.44 |
| 23550 - Machinist Maintenance | 32.33 |
| 23580 - Maintenance Trades Helper | 20.65 |
| 23591 - Metrology Technician I | 35.45 |
| 23592 - Metrology Technician II | 37.69 |
| 23593 - Metrology Technician III | 39.92 |
| 23640 - Millwright | 33.12 |
| 23710 - Office Appliance Repairer | 22.58 |
| 23760 - Painter Maintenance | 26.45 |
| 23790 - Pipefitter Maintenance | 33.99 |
| 23810 - Plumber Maintenance | 31.92 |
| 23820 - Pneudraulic Systems Mechanic | 34.12 |
| 23850 - Rigger | 34.66 |
| 23870 - Scale Mechanic | 29.97 |
| 23890 - Sheet-Metal Worker Maintenance | 40.77 |
| 23910 - Small Engine Mechanic | 24.86 |
| 23931 - Telecommunications Mechanic I | 30.42 |
| 23932 - Telecommunications Mechanic II | 32.34 |
| 23950 - Telephone Lineman | 35.41 |
| 23960 - Welder Combination Maintenance | 29.53 |
| 23965 - Well Driller | 33.12 |
| 23970 - Woodcraft Worker | 34.12 |
| 23980 - Woodworker | 25.71 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.73 |
| 24570 - Child Care Attendant | 13.24 |
| 24580 - Child Care Center Clerk | 16.51 |
| 24610 - Chore Aide | 13.37 |
| 24620 - Family Readiness And Support Services Coordinator | 17.73 |
| 24630 - Homemaker | 20.11 |
| 25000 - Plant And System Operations Occupations | |

| | |
|---|-------|
| 25010 - Boiler Tender | 34.12 |
| 25040 - Sewage Plant Operator | 27.86 |
| 25070 - Stationary Engineer | 34.12 |
| 25190 - Ventilation Equipment Tender | 23.53 |
| 25210 - Water Treatment Plant Operator | 27.86 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 22.62 |
| 27007 - Baggage Inspector | 15.91 |
| 27008 - Corrections Officer | 31.65 |
| 27010 - Court Security Officer | 31.65 |
| 27030 - Detection Dog Handler | 17.80 |
| 27040 - Detention Officer | 31.65 |
| 27070 - Firefighter | 31.54 |
| 27101 - Guard I | 15.91 |
| 27102 - Guard II | 17.80 |
| 27131 - Police Officer I | 34.00 |
| 27132 - Police Officer II | 37.78 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 16.16 |
| 28042 - Carnival Equipment Repairer | 17.66 |
| 28043 - Carnival Worker | 11.94 |
| 28210 - Gate Attendant/Gate Tender | 17.36 |
| 28310 - Lifeguard | 19.34 |
| 28350 - Park Attendant (Aide) | 19.41 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.35 |
| 28515 - Recreation Specialist | 24.05 |
| 28630 - Sports Official | 15.46 |
| 28690 - Swimming Pool Operator | 20.59 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | |
| 29020 - Hatch Tender | |
| 29030 - Line Handler | |
| 29041 - Stevedore I | |
| 29042 - Stevedore II | |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 41.13 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 28.36 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 31.23 |
| 30021 - Archeological Technician I | 16.98 |
| 30022 - Archeological Technician II | 19.43 |
| 30023 - Archeological Technician III | 24.08 |
| 30030 - Cartographic Technician | 24.08 |
| 30040 - Civil Engineering Technician | 28.17 |
| 30051 - Cryogenic Technician I | 25.90 |
| 30052 - Cryogenic Technician II | 28.61 |
| 30061 - Drafter/CAD Operator I | 16.88 |
| 30062 - Drafter/CAD Operator II | 19.43 |
| 30063 - Drafter/CAD Operator III | 21.67 |
| 30064 - Drafter/CAD Operator IV | 26.66 |
| 30081 - Engineering Technician I | 15.91 |
| 30082 - Engineering Technician II | 18.64 |
| 30083 - Engineering Technician III | 22.50 |
| 30084 - Engineering Technician IV | 29.74 |
| 30085 - Engineering Technician V | 32.60 |
| 30086 - Engineering Technician VI | 39.41 |
| 30090 - Environmental Technician | 23.91 |
| 30095 - Evidence Control Specialist | 23.39 |
| 30210 - Laboratory Technician | 27.84 |
| 30221 - Latent Fingerprint Technician I | 25.90 |
| 30222 - Latent Fingerprint Technician II | 28.61 |
| 30240 - Mathematical Technician | 25.78 |
| 30361 - Paralegal/Legal Assistant I | 20.45 |
| 30362 - Paralegal/Legal Assistant II | 25.34 |
| 30363 - Paralegal/Legal Assistant III | 31.00 |
| 30364 - Paralegal/Legal Assistant IV | 37.51 |

| | |
|---|---------------|
| 30375 - Petroleum Supply Specialist | 28.61 |
| 30390 - Photo-Optics Technician | 25.78 |
| 30395 - Radiation Control Technician | 28.61 |
| 30461 - Technical Writer I | 22.86 |
| 30462 - Technical Writer II | 27.96 |
| 30463 - Technical Writer III | 33.84 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 26.14 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 31.63 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 37.91 |
| 30494 - Unexploded (UXO) Safety Escort | 26.14 |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.14 |
| 30501 - Weather Forecaster I | 26.66 |
| 30502 - Weather Forecaster II | 32.42 |
| 30620 - Weather Observer Combined Upper Air Or | (see 2) 21.67 |
| Surface Programs | |
| 30621 - Weather Observer Senior | (see 2) 24.08 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 31.63 |
| 31020 - Bus Aide | 17.16 |
| 31030 - Bus Driver | 24.65 |
| 31043 - Driver Courier | 15.33 |
| 31260 - Parking and Lot Attendant | 11.70 |
| 31290 - Shuttle Bus Driver | 16.75 |
| 31310 - Taxi Driver | 14.36 |
| 31361 - Truckdriver Light | 16.75 |
| 31362 - Truckdriver Medium | 18.16 |
| 31363 - Truckdriver Heavy | 22.77 |
| 31364 - Truckdriver Tractor-Trailer | 22.77 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.42 |
| 99030 - Cashier | 12.29 |
| 99050 - Desk Clerk | 23.48 |
| 99095 - Embalmer | 24.89 |
| 99130 - Flight Follower | 25.35 |
| 99251 - Laboratory Animal Caretaker I | 14.86 |
| 99252 - Laboratory Animal Caretaker II | 17.67 |
| 99260 - Marketing Analyst | 27.95 |
| 99310 - Mortician | 24.89 |
| 99410 - Pest Controller | 19.04 |
| 99510 - Photofinishing Worker | 14.06 |
| 99710 - Recycling Laborer | 24.34 |
| 99711 - Recycling Specialist | 29.50 |
| 99730 - Refuse Collector | 21.79 |
| 99810 - Sales Clerk | 14.39 |
| 99820 - School Crossing Guard | 16.75 |
| 99830 - Survey Party Chief | 29.89 |
| 99831 - Surveying Aide | 16.34 |
| 99832 - Surveying Technician | 22.39 |
| 99840 - Vending Machine Attendant | 12.68 |
| 99841 - Vending Machine Repairer | 16.02 |
| 99842 - Vending Machine Repairer Helper | 12.68 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$1.94 per hour up to 40 hours per week or \$77.60 per week or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.54 per hour up to 40 hours per week.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.63 per hour up to 40 hours per week or \$65.20 per week or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.22 per hour up to 40 hours per week. *

*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: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 years 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

"General Decision Number: HI20210001 05/07/2021

Superseded General Decision Number: HI20200001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/01/2021 |
| 1 | 01/08/2021 |
| 2 | 01/22/2021 |
| 3 | 02/12/2021 |
| 4 | 02/19/2021 |
| 5 | 03/19/2021 |
| 6 | 05/07/2021 |

ASBE0132-001 08/30/2020

Rates Fringes

Asbestos Workers/Insulator
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of

firestopping material for
 wall openings and
 penetrations in walls,
 floors, ceilings and
 curtain walls.....\$ 41.90 25.65

BOIL0627-005 01/01/2013

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 35.20 | 27.35 |

BRHI0001-001 08/31/2020

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER | | |
| Bricklayers and Stonemasons..... | \$ 45.95 | 29.59 |
| Pointers, Caulkers and Weatherproofers..... | \$ 46.21 | 29.59 |

BRHI0001-002 08/31/2020

| | Rates | Fringes |
|---|----------|---------|
| Tile, Marble & Terrazzo Worker | | |
| Terrazzo Base Grinders..... | \$ 41.69 | 28.11 |
| Terrazzo Floor Grinders and Tenders..... | \$ 40.14 | 28.11 |
| Tile, Marble and Terrazzo Workers..... | \$ 43.50 | 28.11 |

CARP0745-001 08/31/2020

| | Rates | Fringes |
|--|----------|---------|
| Carpenters: | | |
| Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man..... | \$ 50.50 | 23.59 |
| Millwrights and Machine Erectors..... | \$ 50.75 | 23.59 |
| Power Saw Operators (2 h.p. and over)..... | \$ 50.65 | 23.59 |

CARP0745-002 08/31/2020

| | Rates | Fringes |
|--|----------|---------|
| Drywall and Acoustical Workers and Lathers..... | \$ 50.50 | 23.59 |

ELEC1186-001 08/23/2020

| | Rates | Fringes |
|------------------------------|----------|---------|
| Electricians: | | |
| Cable Splicers..... | \$ 56.71 | 31.16 |
| Electricians..... | \$ 51.55 | 29.58 |
| Telecommunication worker.... | \$ 32.69 | 12.96 |

ELEC1186-002 08/23/2020

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction: | | |
| Cable Splicers..... | \$ 56.71 | 31.16 |
| Groundmen/Truck Drivers..... | \$ 38.66 | 25.63 |
| Heavy Equipment Operators... | \$ 46.40 | 28.00 |
| Linemen..... | \$ 51.55 | 29.58 |
| Telecommunication worker.... | \$ 32.69 | 12.96 |

ELEV0126-001 01/01/2021

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 63.18 | 35.825+a+b |

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/03/2018

| | Rates | Fringes |
|---|----------|---------|
| Diver (Aqua Lung) (Scuba)) | | |
| Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)... | \$ 66.00 | 31.26 |
| Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet).. | \$ 56.63 | 31.26 |
| Stand-by Diver (Aqua Lung) (Scuba)..... | \$ 47.25 | 31.26 |
| Diver (Other than Aqua Lung) | | |
| Diver (Other than Aqua Lung)..... | \$ 66.00 | 31.26 |
| Diver Tender (Other than Aqua Lung)..... | \$ 44.22 | 31.26 |
| Stand-by Diver (Other than Aqua Lung)..... | \$ 47.25 | 31.26 |
| Helicopter Work | | |
| Airborne Hoist Operator for Helicopter..... | \$ 45.80 | 31.26 |
| Co-Pilot of Helicopter..... | \$ 45.98 | 31.26 |
| Pilot of Helicopter..... | \$ 46.11 | 31.26 |
| Power equipment operator - tunnel work | | |
| GROUP 1..... | \$ 42.24 | 31.26 |
| GROUP 2..... | \$ 42.35 | 31.26 |
| GROUP 3..... | \$ 42.52 | 31.26 |
| GROUP 4..... | \$ 42.79 | 31.26 |
| GROUP 5..... | \$ 43.10 | 31.26 |
| GROUP 6..... | \$ 43.75 | 31.26 |
| GROUP 7..... | \$ 44.07 | 31.26 |
| GROUP 8..... | \$ 44.18 | 31.26 |
| GROUP 9..... | \$ 44.29 | 31.26 |
| GROUP 9A..... | \$ 44.52 | 31.26 |
| GROUP 10..... | \$ 44.58 | 31.26 |
| GROUP 10A..... | \$ 44.73 | 31.26 |
| GROUP 11..... | \$ 44.88 | 31.26 |
| GROUP 12..... | \$ 45.24 | 31.26 |

| | | |
|----------------------------|----------|-------|
| GROUP 12A..... | \$ 45.60 | 31.26 |
| Power equipment operators: | | |
| GROUP 1..... | \$ 41.94 | 31.26 |
| GROUP 2..... | \$ 42.05 | 31.26 |
| GROUP 3..... | \$ 42.22 | 31.26 |
| GROUP 4..... | \$ 42.49 | 31.26 |
| GROUP 5..... | \$ 42.80 | 31.26 |
| GROUP 6..... | \$ 43.45 | 31.26 |
| GROUP 7..... | \$ 43.77 | 31.26 |
| GROUP 8..... | \$ 43.88 | 31.26 |
| GROUP 9..... | \$ 43.99 | 31.26 |
| GROUP 9A..... | \$ 44.22 | 31.26 |
| GROUP 10..... | \$ 44.28 | 31.26 |
| GROUP 10A..... | \$ 44.43 | 31.26 |
| GROUP 11..... | \$ 44.58 | 31.26 |
| GROUP 12..... | \$ 44.94 | 31.26 |
| GROUP 12A..... | \$ 45.30 | 31.26 |
| GROUP 13..... | \$ 42.22 | 31.26 |
| GROUP 13A..... | \$ 42.49 | 31.26 |
| GROUP 13B..... | \$ 42.80 | 31.26 |
| GROUP 13C..... | \$ 43.45 | 31.26 |
| GROUP 13D..... | \$ 43.77 | 31.26 |
| GROUP 13E..... | \$ 43.88 | 31.26 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signaller; Switchman; Highline Cableway Signaller; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose "A" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines ("Bank" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose "A" Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under

streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loader and Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar); Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds., "" struck"" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds ""struck""m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebherr, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman); Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

| | |
|---|------|
| Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet | 0.50 |
| Booms and/or Leads of 130 feet up to but not including 180 feet | 0.75 |
| Booms and/or Leads of 180 feet up to and including 250 feet | 1.15 |
| Booms and/or Leads over 250 feet | 1.50 |

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

| | |
|--|------|
| Booms of 180 feet up to and including 250 feet | 1.25 |
| Booms over 250 feet | 1.75 |

 ENGI0003-004 09/04/2017

| | Rates | Fringes |
|--|----------|---------|
| Dredging: (Boat Operators) | | |
| Boat Deckhand..... | \$ 41.22 | 30.93 |
| Boat Operator..... | \$ 43.43 | 30.93 |
| Master Boat Operator..... | \$ 43.58 | 30.93 |
| Dredging: (Clamshell or Dipper Dredging) | | |
| GROUP 1..... | \$ 43.94 | 30.93 |
| GROUP 2..... | \$ 43.28 | 30.93 |
| GROUP 3..... | \$ 42.88 | 30.93 |
| GROUP 4..... | \$ 41.22 | 30.93 |
| Dredging: (Derricks) | | |
| GROUP 1..... | \$ 43.94 | 30.93 |
| GROUP 2..... | \$ 43.28 | 30.93 |
| GROUP 3..... | \$ 42.88 | 30.93 |
| GROUP 4..... | \$ 41.22 | 30.93 |
| Dredging: (Hydraulic Suction Dredges) | | |
| GROUP 1..... | \$ 43.58 | 30.93 |
| GROUP 2..... | \$ 43.43 | 30.93 |
| GROUP 3..... | \$ 43.28 | 30.93 |
| GROUP 4..... | \$ 43.22 | 30.93 |
| GROUP 5..... | \$ 37.88 | 26.76 |

| | | |
|--------------|----------|-------|
| Group 5..... | \$ 42.88 | 30.93 |
| GROUP 6..... | \$ 37.77 | 26.76 |
| Group 6..... | \$ 42.77 | 30.93 |
| GROUP 7..... | \$ 36.22 | 26.76 |
| Group 7..... | \$ 41.22 | 30.93 |

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

- GROUP 1: Clamshell or Dipper Operator.
- GROUP 2: Mechanic or Welder; Watch Engineer.
- GROUP 3: Barge Mate; Deckmate.
- GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

- GROUP 1: Leverman.
- GROUP 2: Watch Engineer (steam or electric).
- GROUP 3: Mechanic or Welder.
- GROUP 4: Dozer Operator.
- GROUP 5: Deckmate.
- GROUP 6: Winchman (Stern Winch on Dredge)
- GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

- GROUP 1: Operators (Derricks, Piledrivers and Cranes).
- GROUP 2: Saurman Type Dragline (over 5 cubic yards).
- GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
- GROUP 4: Deckhand, Fireman, Oiler.

 ENGI0003-044 09/03/2018

| | Rates | Fringes |
|---|----------|---------|
| Power Equipment Operators (PAVING) | | |
| Asphalt Concrete Material Transfer..... | \$ 42.92 | 32.08 |
| Asphalt Plant Operator..... | \$ 43.35 | 32.08 |
| Asphalt Raker..... | \$ 41.96 | 32.08 |
| Asphalt Spreader Operator... | \$ 43.44 | 32.08 |
| Cold Planer..... | \$ 43.75 | 32.08 |
| Combination Loader/Backhoe (over 3/4 cu.yd.)..... | \$ 41.96 | 32.08 |
| Combination Loader/Backhoe (up to 3/4 cu.yd.)..... | \$ 40.98 | 32.08 |
| Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)..... | \$ 42.92 | 32.08 |
| Grader..... | \$ 43.75 | 32.08 |
| Laborer, Hand Roller..... | \$ 41.46 | 32.08 |
| Loader (2 1/2 cu. yds. and under)..... | \$ 42.92 | 32.08 |
| Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)..... | \$ 43.24 | 32.08 |
| Roller Operator (five tons and under)..... | \$ 41.69 | 32.08 |
| Roller Operator (over five tons)..... | \$ 43.12 | 32.08 |
| Screed Person..... | \$ 42.92 | 32.08 |

| | | |
|----------------------|----------|-------|
| Soil Stabilizer..... | \$ 43.75 | 32.08 |
|----------------------|----------|-------|

IRON0625-001 09/01/2020

| | Rates | Fringes |
|---|----------|---------|
| Ironworkers:..... | \$ 42.50 | 36.84 |
| a. Employees will be paid \$.50 per hour more while working in tunnels and coffer dams; \$1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala. | | |

LAB00368-001 09/02/2020

| | Rates | Fringes |
|--|----------|---------|
| Laborers: | | |
| Driller..... | \$ 39.70 | 22.68 |
| Final Clean Up..... | \$ 29.65 | 18.17 |
| Gunite/Shotcrete Operator and High Scaler..... | \$ 39.20 | 22.68 |
| Laborer I..... | \$ 38.70 | 22.68 |
| Laborer II..... | \$ 36.10 | 22.68 |
| Mason Tender/Hod Carrier.... | \$ 39.20 | 22.68 |
| Powderman..... | \$ 39.70 | 22.68 |
| Window Washer (bosun chair).\$ | 38.20 | 22.68 |

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and

Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta, ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the

preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers' work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction.

Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than "Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unloading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalars; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Stripper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking,

stripping, dismantling and handling concrete forms an false work.

LAB00368-002 09/01/2020

| | Rates | Fringes |
|------------------------|----------|---------|
| Landscape & Irrigation | | |
| Laborers | | |
| GROUP 1..... | \$ 26.40 | 14.25 |
| GROUP 2..... | \$ 27.40 | 14.25 |
| GROUP 3..... | \$ 21.70 | 14.25 |

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons):.

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This

includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and "gang" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not "take" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of "weed eaters", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and "gang" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the performance of other types of gardening, yardman, and horticultural-related work.

 LAB00368-003 09/02/2020

| | Rates | Fringes |
|---------------------|----------|---------|
| Underground Laborer | | |
| GROUP 1..... | \$ 39.30 | 22.68 |
| GROUP 2..... | \$ 40.80 | 22.68 |
| GROUP 3..... | \$ 41.30 | 22.68 |
| GROUP 4..... | \$ 42.30 | 22.68 |
| GROUP 5..... | \$ 42.65 | 22.68 |
| GROUP 6..... | \$ 42.90 | 22.68 |
| GROUP 7..... | \$ 43.35 | 22.68 |

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2021

| | Rates | Fringes |
|-------------------------|----------|---------|
| Painters: | | |
| Brush..... | \$ 38.90 | 30.09 |
| Sandblaster; Spray..... | \$ 38.90 | 30.09 |

PAIN1889-001 07/01/2020

| | Rates | Fringes |
|---------------|----------|---------|
| Glaziers..... | \$ 39.50 | 34.85 |

* PAIN1926-001 02/28/2021

| | Rates | Fringes |
|------------------------|----------|---------|
| Soft Floor Layers..... | \$ 37.77 | 32.07 |

PAIN1944-001 01/05/2020

| | Rates | Fringes |
|------------|----------|---------|
| Taper..... | \$ 43.10 | 29.90 |

* PLAS0630-001 08/31/2020

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 43.69 | 31.68 |

* PLAS0630-002 08/31/2020

| | Rates | Fringes |
|--------------------|----------|---------|
| Cement Masons: | | |
| Cement Masons..... | \$ 42.65 | 32.29 |

Trowel Machine Operators....\$ 42.80 32.29

PLUM0675-001 01/03/2021

Rates Fringes

Plumber, Pipefitter,
Steamfitter & Sprinkler Fitter...\$ 51.43 24.55

ROOF0221-001 09/06/2020

Rates Fringes

Roofers (Including Built Up,
Composition and Single Ply).....\$ 41.80 20.50

SHEE0293-001 09/02/2018

Rates Fringes

Sheet metal worker.....\$ 42.55 27.44

SUHI1997-002 09/15/1997

Rates Fringes

Drapery Installer.....\$ 13.60 1.20

FENCE ERECTOR (Chain Link
Fence).....\$ 9.33 1.65

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

| | |
|--|-------|
| 01300 - Scheduler Maintenance | 15.55 |
| 01311 - Secretary I | 15.55 |
| 01312 - Secretary II | 17.40 |
| 01313 - Secretary III | 19.39 |
| 01320 - Service Order Dispatcher | 14.00 |
| 01410 - Supply Technician | 21.43 |
| 01420 - Survey Worker | 16.79 |
| 01460 - Switchboard Operator/Receptionist | 9.67 |
| 01531 - Travel Clerk I | 13.01 |
| 01532 - Travel Clerk II | 14.12 |
| 01533 - Travel Clerk III | 15.09 |
| 01611 - Word Processor I | 14.53 |
| 01612 - Word Processor II | 16.31 |
| 01613 - Word Processor III | 18.26 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 14.82 |
| 05010 - Automotive Electrician | 13.92 |
| 05040 - Automotive Glass Installer | 13.02 |
| 05070 - Automotive Worker | 13.02 |
| 05110 - Mobile Equipment Servicer | 11.16 |
| 05130 - Motor Equipment Metal Mechanic | 14.82 |
| 05160 - Motor Equipment Metal Worker | 13.02 |
| 05190 - Motor Vehicle Mechanic | 14.82 |
| 05220 - Motor Vehicle Mechanic Helper | 10.22 |
| 05250 - Motor Vehicle Upholstery Worker | 12.11 |
| 05280 - Motor Vehicle Wrecker | 13.02 |
| 05310 - Painter Automotive | 13.92 |
| 05340 - Radiator Repair Specialist | 13.02 |
| 05370 - Tire Repairer | 12.34 |
| 05400 - Transmission Repair Specialist | 14.82 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.47 |
| 07041 - Cook I | 12.05 |
| 07042 - Cook II | 14.05 |
| 07070 - Dishwasher | 9.28 |
| 07130 - Food Service Worker | 9.34 |
| 07210 - Meat Cutter | 11.86 |
| 07260 - Waiter/Waitress | 9.23 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.04 |
| 09040 - Furniture Handler | 10.95 |
| 09080 - Furniture Refinisher | 18.04 |
| 09090 - Furniture Refinisher Helper | 13.27 |
| 09110 - Furniture Repairer Minor | 15.70 |
| 09130 - Upholsterer | 18.04 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 9.35 |
| 11060 - Elevator Operator | 9.35 |
| 11090 - Gardener | 13.00 |
| 11122 - Housekeeping Aide | 9.44 |
| 11150 - Janitor | 9.44 |
| 11210 - Laborer Grounds Maintenance | 9.82 |
| 11240 - Maid or Houseman | 9.26 |
| 11260 - Pruner | 8.79 |
| 11270 - Tractor Operator | 11.90 |
| 11330 - Trail Maintenance Worker | 9.82 |
| 11360 - Window Cleaner | 10.54 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.77 |
| 12011 - Breath Alcohol Technician | 17.77 |
| 12012 - Certified Occupational Therapist Assistant | 24.38 |
| 12015 - Certified Physical Therapist Assistant | 24.38 |
| 12020 - Dental Assistant | 15.02 |
| 12025 - Dental Hygienist | 32.84 |
| 12030 - EKG Technician | 25.99 |

| | | |
|--|---------|-------|
| 12035 - Electroneurodiagnostic Technologist | | 25.99 |
| 12040 - Emergency Medical Technician | | 17.77 |
| 12071 - Licensed Practical Nurse I | | 15.88 |
| 12072 - Licensed Practical Nurse II | | 17.77 |
| 12073 - Licensed Practical Nurse III | | 19.81 |
| 12100 - Medical Assistant | | 12.26 |
| 12130 - Medical Laboratory Technician | | 18.82 |
| 12160 - Medical Record Clerk | | 13.61 |
| 12190 - Medical Record Technician | | 17.77 |
| 12195 - Medical Transcriptionist | | 15.88 |
| 12210 - Nuclear Medicine Technologist | | 39.04 |
| 12221 - Nursing Assistant I | | 11.34 |
| 12222 - Nursing Assistant II | | 12.75 |
| 12223 - Nursing Assistant III | | 13.91 |
| 12224 - Nursing Assistant IV | | 15.61 |
| 12235 - Optical Dispenser | | 17.77 |
| 12236 - Optical Technician | | 15.88 |
| 12250 - Pharmacy Technician | | 15.49 |
| 12280 - Phlebotomist | | 15.33 |
| 12305 - Radiologic Technologist | | 23.03 |
| 12311 - Registered Nurse I | | 22.53 |
| 12312 - Registered Nurse II | | 27.56 |
| 12313 - Registered Nurse II Specialist | | 27.56 |
| 12314 - Registered Nurse III | | 33.34 |
| 12315 - Registered Nurse III Anesthetist | | 33.34 |
| 12316 - Registered Nurse IV | | 39.96 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 22.01 |
| 12320 - Substance Abuse Treatment Counselor | | 22.01 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 20.35 |
| 13012 - Exhibits Specialist II | | 25.20 |
| 13013 - Exhibits Specialist III | | 30.83 |
| 13041 - Illustrator I | | 20.35 |
| 13042 - Illustrator II | | 25.20 |
| 13043 - Illustrator III | | 30.83 |
| 13047 - Librarian | | 27.91 |
| 13050 - Library Aide/Clerk | | 16.20 |
| 13054 - Library Information Technology Systems Administrator | | 25.20 |
| 13058 - Library Technician | | 16.64 |
| 13061 - Media Specialist I | | 18.18 |
| 13062 - Media Specialist II | | 20.35 |
| 13063 - Media Specialist III | | 22.68 |
| 13071 - Photographer I | | 18.18 |
| 13072 - Photographer II | | 20.35 |
| 13073 - Photographer III | | 25.20 |
| 13074 - Photographer IV | | 30.83 |
| 13075 - Photographer V | | 37.30 |
| 13090 - Technical Order Library Clerk | | 20.35 |
| 13110 - Video Teleconference Technician | | 17.38 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 15.71 |
| 14042 - Computer Operator II | | 17.22 |
| 14043 - Computer Operator III | | 19.19 |
| 14044 - Computer Operator IV | | 21.33 |
| 14045 - Computer Operator V | | 23.62 |
| 14071 - Computer Programmer I | (see 1) | 15.73 |
| 14072 - Computer Programmer II | (see 1) | 19.50 |
| 14073 - Computer Programmer III | (see 1) | 23.84 |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | 24.23 |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 15.71 |
| 14160 - Personal Computer Support Technician | | 21.33 |

| | |
|---|-------|
| 14170 - System Support Specialist | 21.24 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 24.23 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 34.91 |
| 15050 - Computer Based Training Specialist / Instructor | 24.23 |
| 15060 - Educational Technologist | 27.61 |
| 15070 - Flight Instructor (Pilot) | 34.91 |
| 15080 - Graphic Artist | 20.47 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 34.91 |
| 15086 - Maintenance Test Pilot Rotary Wing | 34.91 |
| 15088 - Non-Maintenance Test/Co-Pilot | 34.91 |
| 15090 - Technical Instructor | 17.67 |
| 15095 - Technical Instructor/Course Developer | 21.62 |
| 15110 - Test Proctor | 14.27 |
| 15120 - Tutor | 14.27 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 9.88 |
| 16030 - Counter Attendant | 9.88 |
| 16040 - Dry Cleaner | 11.30 |
| 16070 - Finisher Flatwork Machine | 9.88 |
| 16090 - Presser Hand | 9.88 |
| 16110 - Presser Machine Drycleaning | 9.88 |
| 16130 - Presser Machine Shirts | 9.88 |
| 16160 - Presser Machine Wearing Apparel Laundry | 9.88 |
| 16190 - Sewing Machine Operator | 11.94 |
| 16220 - Tailor | 12.44 |
| 16250 - Washer Machine | 10.36 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.04 |
| 19040 - Tool And Die Maker | 22.67 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 13.96 |
| 21030 - Material Coordinator | 21.78 |
| 21040 - Material Expediter | 21.78 |
| 21050 - Material Handling Laborer | 11.37 |
| 21071 - Order Filler | 9.66 |
| 21080 - Production Line Worker (Food Processing) | 13.96 |
| 21110 - Shipping Packer | 15.92 |
| 21130 - Shipping/Receiving Clerk | 15.92 |
| 21140 - Store Worker I | 14.76 |
| 21150 - Stock Clerk | 20.75 |
| 21210 - Tools And Parts Attendant | 13.96 |
| 21410 - Warehouse Specialist | 13.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 22.76 |
| 23019 - Aircraft Logs and Records Technician | 17.70 |
| 23021 - Aircraft Mechanic I | 21.67 |
| 23022 - Aircraft Mechanic II | 22.76 |
| 23023 - Aircraft Mechanic III | 23.91 |
| 23040 - Aircraft Mechanic Helper | 15.07 |
| 23050 - Aircraft Painter | 20.35 |
| 23060 - Aircraft Servicer | 17.70 |
| 23070 - Aircraft Survival Flight Equipment Technician | 20.35 |
| 23080 - Aircraft Worker | 19.12 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 19.12 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 21.67 |
| 23110 - Appliance Mechanic | 18.04 |
| 23120 - Bicycle Repairer | 14.49 |
| 23125 - Cable Splicer | 19.59 |
| 23130 - Carpenter Maintenance | 16.07 |
| 23140 - Carpet Layer | 16.86 |
| 23160 - Electrician Maintenance | 18.05 |

| | |
|--|-------|
| 23181 - Electronics Technician Maintenance I | 16.86 |
| 23182 - Electronics Technician Maintenance II | 18.04 |
| 23183 - Electronics Technician Maintenance III | 19.55 |
| 23260 - Fabric Worker | 15.70 |
| 23290 - Fire Alarm System Mechanic | 15.43 |
| 23310 - Fire Extinguisher Repairer | 14.49 |
| 23311 - Fuel Distribution System Mechanic | 19.21 |
| 23312 - Fuel Distribution System Operator | 14.49 |
| 23370 - General Maintenance Worker | 11.96 |
| 23380 - Ground Support Equipment Mechanic | 21.67 |
| 23381 - Ground Support Equipment Servicer | 17.70 |
| 23382 - Ground Support Equipment Worker | 19.12 |
| 23391 - Gunsmith I | 14.49 |
| 23392 - Gunsmith II | 16.86 |
| 23393 - Gunsmith III | 19.21 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 17.16 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 18.25 |
| 23430 - Heavy Equipment Mechanic | 18.35 |
| 23440 - Heavy Equipment Operator | 17.12 |
| 23460 - Instrument Mechanic | 19.21 |
| 23465 - Laboratory/Shelter Mechanic | 18.04 |
| 23470 - Laborer | 11.37 |
| 23510 - Locksmith | 18.04 |
| 23530 - Machinery Maintenance Mechanic | 23.13 |
| 23550 - Machinist Maintenance | 19.21 |
| 23580 - Maintenance Trades Helper | 10.67 |
| 23591 - Metrology Technician I | 19.21 |
| 23592 - Metrology Technician II | 20.42 |
| 23593 - Metrology Technician III | 21.63 |
| 23640 - Millwright | 19.21 |
| 23710 - Office Appliance Repairer | 18.04 |
| 23760 - Painter Maintenance | 13.95 |
| 23790 - Pipefitter Maintenance | 18.39 |
| 23810 - Plumber Maintenance | 17.27 |
| 23820 - Pneudraulic Systems Mechanic | 19.21 |
| 23850 - Rigger | 19.21 |
| 23870 - Scale Mechanic | 16.86 |
| 23890 - Sheet-Metal Worker Maintenance | 16.09 |
| 23910 - Small Engine Mechanic | 16.86 |
| 23931 - Telecommunications Mechanic I | 19.01 |
| 23932 - Telecommunications Mechanic II | 19.91 |
| 23950 - Telephone Lineman | 18.24 |
| 23960 - Welder Combination Maintenance | 17.95 |
| 23965 - Well Driller | 19.21 |
| 23970 - Woodcraft Worker | 19.21 |
| 23980 - Woodworker | 14.49 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 14.72 |
| 24570 - Child Care Attendant | 10.09 |
| 24580 - Child Care Center Clerk | 13.25 |
| 24610 - Chore Aide | 11.62 |
| 24620 - Family Readiness And Support Services Coordinator | 14.72 |
| 24630 - Homemaker | 16.12 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 19.21 |
| 25040 - Sewage Plant Operator | 21.59 |
| 25070 - Stationary Engineer | 19.21 |
| 25190 - Ventilation Equipment Tender | 13.27 |
| 25210 - Water Treatment Plant Operator | 21.59 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 10.90 |
| 27007 - Baggage Inspector | 9.40 |

| | |
|---|-------|
| 27008 - Corrections Officer | 12.05 |
| 27010 - Court Security Officer | 12.05 |
| 27030 - Detection Dog Handler | 10.90 |
| 27040 - Detention Officer | 12.05 |
| 27070 - Firefighter | 12.05 |
| 27101 - Guard I | 9.40 |
| 27102 - Guard II | 10.90 |
| 27131 - Police Officer I | 12.05 |
| 27132 - Police Officer II | 13.40 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.79 |
| 28042 - Carnival Equipment Repairer | 13.97 |
| 28043 - Carnival Worker | 9.45 |
| 28210 - Gate Attendant/Gate Tender | 13.18 |
| 28310 - Lifeguard | 11.01 |
| 28350 - Park Attendant (Aide) | 14.74 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.84 |
| 28515 - Recreation Specialist | 18.26 |
| 28630 - Sports Official | 11.74 |
| 28690 - Swimming Pool Operator | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 23.62 |
| 29020 - Hatch Tender | 23.62 |
| 29030 - Line Handler | 23.62 |
| 29041 - Stevedore I | 21.98 |
| 29042 - Stevedore II | 25.26 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 39.89 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 27.50 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 30.29 |
| 30021 - Archeological Technician I | 17.49 |
| 30022 - Archeological Technician II | 19.56 |
| 30023 - Archeological Technician III | 24.21 |
| 30030 - Cartographic Technician | 23.18 |
| 30040 - Civil Engineering Technician | 23.08 |
| 30051 - Cryogenic Technician I | 25.57 |
| 30052 - Cryogenic Technician II | 28.24 |
| 30061 - Drafter/CAD Operator I | 17.49 |
| 30062 - Drafter/CAD Operator II | 19.56 |
| 30063 - Drafter/CAD Operator III | 20.77 |
| 30064 - Drafter/CAD Operator IV | 25.57 |
| 30081 - Engineering Technician I | 14.84 |
| 30082 - Engineering Technician II | 16.66 |
| 30083 - Engineering Technician III | 18.64 |
| 30084 - Engineering Technician IV | 23.08 |
| 30085 - Engineering Technician V | 28.24 |
| 30086 - Engineering Technician VI | 34.16 |
| 30090 - Environmental Technician | 23.08 |
| 30095 - Evidence Control Specialist | 23.08 |
| 30210 - Laboratory Technician | 20.77 |
| 30221 - Latent Fingerprint Technician I | 25.57 |
| 30222 - Latent Fingerprint Technician II | 28.24 |
| 30240 - Mathematical Technician | 23.34 |
| 30361 - Paralegal/Legal Assistant I | 19.44 |
| 30362 - Paralegal/Legal Assistant II | 23.94 |
| 30363 - Paralegal/Legal Assistant III | 29.29 |
| 30364 - Paralegal/Legal Assistant IV | 35.44 |
| 30375 - Petroleum Supply Specialist | 28.24 |
| 30390 - Photo-Optics Technician | 21.93 |
| 30395 - Radiation Control Technician | 28.24 |
| 30461 - Technical Writer I | 23.08 |
| 30462 - Technical Writer II | 28.24 |
| 30463 - Technical Writer III | 34.16 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 25.35 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 30.67 |

| | |
|---|---------------|
| 30493 - Unexploded Ordnance (UXO) Technician III | 36.76 |
| 30494 - Unexploded (UXO) Safety Escort | 25.35 |
| 30495 - Unexploded (UXO) Sweep Personnel | 25.35 |
| 30501 - Weather Forecaster I | 25.57 |
| 30502 - Weather Forecaster II | 31.09 |
| 30620 - Weather Observer Combined Upper Air Or | (see 2) 20.77 |
| Surface Programs | |
| 30621 - Weather Observer Senior | (see 2) 23.08 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 30.67 |
| 31020 - Bus Aide | 8.15 |
| 31030 - Bus Driver | 9.69 |
| 31043 - Driver Courier | 9.69 |
| 31260 - Parking and Lot Attendant | 9.91 |
| 31290 - Shuttle Bus Driver | 10.59 |
| 31310 - Taxi Driver | 10.37 |
| 31361 - Truckdriver Light | 10.59 |
| 31362 - Truckdriver Medium | 11.61 |
| 31363 - Truckdriver Heavy | 13.92 |
| 31364 - Truckdriver Tractor-Trailer | 13.92 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.95 |
| 99030 - Cashier | 9.48 |
| 99050 - Desk Clerk | 9.70 |
| 99095 - Embalmer | 25.35 |
| 99130 - Flight Follower | 25.35 |
| 99251 - Laboratory Animal Caretaker I | 22.67 |
| 99252 - Laboratory Animal Caretaker II | 24.77 |
| 99260 - Marketing Analyst | 21.54 |
| 99310 - Mortician | 25.35 |
| 99410 - Pest Controller | 14.61 |
| 99510 - Photofinishing Worker | 13.32 |
| 99710 - Recycling Laborer | 15.75 |
| 99711 - Recycling Specialist | 21.66 |
| 99730 - Refuse Collector | 14.91 |
| 99810 - Sales Clerk | 9.66 |
| 99820 - School Crossing Guard | 16.75 |
| 99830 - Survey Party Chief | 22.02 |
| 99831 - Surveying Aide | 12.52 |
| 99832 - Surveying Technician | 16.27 |
| 99840 - Vending Machine Attendant | 22.67 |
| 99841 - Vending Machine Repairer | 28.88 |
| 99842 - Vending Machine Repairer Helper | 22.67 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 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 ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial 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: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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))."

ATTACHMENT J.15

AWARD-FEE PLAN

**FOR RFP N62742-20-R-1801
CONTRACT NO. N62742-XX-XXXX**

**Program Title: Indefinite Delivery/Indefinite Quantity (ID/IQ) Environmental
Remedial Action Contract for Sites in Hawaii, Guam, and Other Areas within the
Naval Facilities Engineering Systems Command Pacific Area of Responsibility**

(SB RAC V)

APPROVED:

Fee Determining Official

Date

Table of Contents

| <u>Section</u> | <u>Title</u> | <u>Page</u> |
|----------------|---------------------------------|-------------|
| 1.0 | Introduction | 1 |
| 2.0 | Organization | 1 |
| 3.0 | Responsibilities | 2 |
| 4.0 | Award-Fee Process | 3 |
| 5.0 | Award-Fee Plan Change Procedure | 5 |
| 6.0 | Contract Termination | 5 |

Attachments

Attachment Title

- 1 Award-Fee Organization
- 2 Program Management Evaluation Criteria
- 3 Technical Services and Project Management Evaluation Criteria
- 4 General Characteristics of Levels of Performance and Performance Points
- 5 Award Fee Conversion Chart

AWARD FEE PLAN

1.0 INTRODUCTION

Indefinite Delivery/Indefinite Quantity (ID/IQ) Environmental Remedial Action Contract for Sites in Hawaii, Guam, and Other Areas within the Naval Facilities Engineering Systems Command Pacific Area of Responsibility (SB RAC V) contract is awarded as a 100% Small Business Set-Aside procurement. The contract is a Cost-Plus-Award-Fee (CPAF), Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. The value of the contract is estimated at a ceiling of \$245,000,000 for the Naval Facilities Engineering Systems Command, Pacific (NAVFAC PAC) area of responsibility (AOR). The contract period of performance is twelve months from the date of contract award with four twelve-month option periods, and one option to extend services up to six (6) months, not to exceed 66 months. The maximum award fee for this contract will be based on the successful offeror's proposal and will be specified in the contract award document. The funding for individual contract task orders (CTO) may be Environmental Restoration, Navy (ER,N), or other type of funds depending on the specific nature of the action.

The Award Fee Plan is the basis for the SB RAC V evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned. Actual award fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government.

The award fee earned and payable will be determined by the FDO based upon review of the contractor's performance against the criteria set forth in this plan. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the Contracting Officer (KO), in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

2.0 ORGANIZATION

The award fee organization consists of: the FDO, an Award Fee Evaluation Board (AFEB), and AFEB Advisory Members. The FDO, AFEB members, and Advisory Members are listed in Attachment 1.

3.0 **RESPONSIBILITIES**

a. **Fee Determining Official**. The FDO approves the Award Fee Plan and any significant changes. The FDO reviews the findings and recommendations of the AFEB, considers all pertinent data, and determines the earned award fee amount of each evaluation period.

b. **Award-Fee Evaluation Board**. The KO will notify the AFEB Chairperson when to conduct the evaluation meeting. The AFEB will review the evaluations submitted by the KO, Contract and Task Order Contracting Officer's Representatives (CORs); Remedial Project Managers (RPM); the contractor's self-evaluation; and other sources of information deemed pertinent.

The AFEB will evaluate the contractor's overall CTO performance and determine the percentage of award fee earned by taking into consideration the following: (a) CTO ratings; (b) narratives presented by the COR in support of CTOs ratings; and (c) all other relevant factors not taken into consideration in the ratings of the CTO by the COR. The AFEB will prepare and forward a presentation to the FDO summarizing its findings with a recommendation of the award fee amount.

The AFEB shall review any proposed changes to the Award Fee Plan and recommend changes to the Award Fee Plan to the FDO, if applicable.

c. **Contracting Officer (KO)**. The KO is the liaison between the contractor and Government personnel. The KO is responsible for evaluation of those criteria that are contractual (non-technical) in nature and submitting end-of-period reports. The KO is also responsible for coordinating the administrative actions required by the COR, the AFEB and the FDO, including: 1) receipt, processing and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee.

d. **Contract Contracting Officer's Representative (Contract COR)**. The Contract COR and Alternate COR (ACOR) are appointed by the Procuring Contracting Officer (PCO). The Contract COR and ACOR are selected on the basis of their technical expertise relative to the prescribed contract requirements. The COR/ACOR maintain written records of the contractor's performance in their assigned evaluation area(s). COR/ACOR obtain ratings from the Task Order CORs so that a fair and accurate evaluation is obtained. Using the Task Order CORs input along with the COR/ACOR written records, the COR/ACOR prepares and submits to the KO end-of-period evaluation reports.

4.0 AWARD FEE PROCESS

a. Estimated Award Fee Pool. The estimated award fee pool will be based on the successful offeror's proposal and will be specified in the contract award document. The award fee pool will be divided into a "Technical Services and Project Management Award Fee Pool" and assigned 90% of the estimated award-fee pool (applicable to the CTOs) and the "Program Management Award Fee Pool" assigned 10% of the estimated award-fee pool (applicable to the overall management of the basic contract across multiple CTOs).

b. Available Award Fee Amount. The available award fee for each evaluation period is based on the amount of work performed by the contractor during the evaluation period (e.g., if the Contractor completes and invoices 25% of the total project work during the evaluation period, then 25% of the estimated award fee pool will be available.)

c. Deferred Award Fee: In the event that the performance (work completed to date) has not reached \$10,000 or there is not adequate information to facilitate evaluation of performance, the evaluation and associated award fee will be deferred until the next award fee period.

d. Retained Award Fee: Prior to completion of the CTO, the maximum award fee that will be made available is 90% of the CTO's pool. Upon receipt of all required interim closeout information, the remaining award fee will be included in the next rating period.

e. Evaluation Time Periods. The award fee evaluations will be performed on six month intervals, starting from the date of contract award. If a CTO is not completed within an evaluation period, the Government will evaluate the physical completion to date.

f. Evaluation Criteria. The evaluation criteria for Program Management, and Technical Services and Project Management, are provided in Attachments 2 and 3, respectively. If the KO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the subsequent award fee evaluation period. Any changes to evaluation criteria will be made by revising the Award Fee Plan and notifying the contractor. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

g. General Characteristics of Levels of Performance and Performance Points. The General Characteristics of Levels of Performance are provided in Attachment 4 and are intended as a guide to describe performance characteristics, which represent levels of performance. It is not necessarily intended that any of the listed performance descriptions exactly describe the contractor's performance, nor is it intended that a contractor's performance in all areas necessarily fall in any one level. Rather, the general characteristics of levels will be used as a tool to select the level of performance which best characterizes the contractor's overall performance for the evaluation period. **The ratings assigned in the award fee process will be entered into the Contractor Performance Assessment Reporting System (CPARS) based on Attachment 5.**

h. Contractor's Self-Evaluation. Both during and at the conclusion of each rating period, the Government will identify specific areas/CTOs that may negatively impact the performance evaluation. When the contractor chooses to submit a written self-evaluation to address the Government's concerns, it must be submitted to the KO no later than 15 working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the AFEB and Advisory Members in evaluating the contractor's performance. It is highly recommended that the contractor follow the Award Fee Plan criteria in conducting and presenting their self-assessment, and include how they rate themselves on their performance for the period. The contractor may also present a PowerPoint presentation of no more than 20 slides at the AFEB Meeting. The draft presentation shall be provided to the lead Contract Specialist and the COR/ACOR for review no later than 15 days prior to the scheduled AFEB Meeting. Costs associated with the written self-evaluation and PowerPoint presentation will not be reimbursed under this contract.

i. AFEB Evaluation. The AFEB reviews the COR/ACOR evaluation; RPM evaluations; KO evaluations with DCAA and DCMA input as appropriate; contractor's self-evaluation, if any; and other pertinent information to arrive at an evaluation of the contractor's performance. The AFEB prepares an evaluation presentation and recommendation of earned award fee for the FDO.

j. FDO Determination. The FDO determines the final earned award fee amount. The FDO has the flexibility to increase or decrease the award fee recommended by making adjustments based on input from the activity or other sources; trends in performance on all CTOs; general economic or business trends which may affect performance capability; or any other information the FDO determines is applicable to the final award fee determination.

k. Notification to Contractor: Once the FDO has determined award fee earned for the period, a letter, which includes a summary of both strengths and weaknesses observed during the period will be forwarded to the contractor along with invoicing instructions for the award fee earned.

l. CPARS. The results of each award fee determination will be entered into the CPARS. Pertinent Program Management and Technical Services and Project Management information shall be captured in the narrative section of the CPAR. In the event performance is less than satisfactory, an interim evaluation for the CTO or contract, as appropriate, will be entered into CPARS at least 45 days prior to the end of the current evaluation period in order to provide formal notification to the contractor of the Government's concerns. Note: Any performance less than Satisfactory will receive a CPARS rating of Marginal or Unsatisfactory. The KO may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

m. Unearned Award Fee: Unearned award fee will be deobligated by modification to each CTO.

n. Duration of Evaluation: The estimated time for the completion of the Navy's evaluation is approximately 45 calendar days after the end of the evaluation period.

5.0 AWARD FEE PLAN CHANGE PROCEDURE

All significant changes are approved by the FDO; the AFEB Chairperson approves other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect contractor's emphasis to areas needing improvement, and revising the distribution of the award fee dollars. The contractor may recommend changes to the KO no later than 60 calendar days prior to the beginning of the new evaluation period. After approval, the KO shall notify the contractor in writing of any change(s). Unilateral changes may be made to the Award Fee Plan if the contractor is provided written notification by the KO before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

6.0 CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award fee evaluation process. After termination for convenience, the remaining award fee amounts allocated to all subsequent award fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

Attachments

1. Award-Fee Organization
2. Evaluation Criteria for Program Management
3. Evaluation Criteria for Technical Services and Project Management
4. General Characteristics of Levels of Performance and Performance Points
5. Award Fee to CPARS Conversion Chart

ATTACHMENT 1

AWARD-FEE ORGANIZATION

Members

Code

Fee Determining Official: Head, Acquisition Dept.

ACQ

Award Fee Evaluation Board Chairperson: ACQ3 Division Director

ACQ3

Award Fee Evaluation Board Member: ENV Restoration Manager

EV3

Advisory Members:

Contracting Officer

ACQ34

Environmental Resources Manager

EV4

Contracting Officer's Representative (COR)

EV Assigned COR

Alternate Contracting Officer's Representative (ACOR)

EV Assigned ACOR

Legal Counsel

09C

Others as may be required

ATTACHMENT 2 PROGRAM MANAGEMENT EVALUATION CRITERIA

| Factor | Description | Weight |
|---------------|--|---------------|
| 1. | Program Execution/Quality Management | 40% |
| 2. | Cost and Schedule Control | 40% |
| 3. | Subcontractor Management and Other Systems Management | 20% |

1. Program Execution/Quality Management (40%)

- a. Demonstrated commitment to accelerate overall clean-up process, including use of solutions to perform work "cheaper, better, faster".
- b. Overall planning as it relates to program execution (setting schedules, setting priorities for all work, etc.) and ability to manage multiple ongoing CTOs simultaneously. Responsiveness to program requirements and management of workload surges.
- c. Proactive approach and responsiveness to problems and issues.
- d. Overall suitability and effectiveness of Key Personnel and staff.
- e. Effectiveness of Quality Control Program and Health and Safety Program.
- f. Overall effectiveness and thoroughness of project documentation and reports, accuracy of data, soundness of conclusions, etc.
- g. Maintenance of professional/team relationships and effective communication with Government personnel, regulators, CLEAN and other Government contractors, and others.

2. Cost and Schedule Control (40%)

- a. Cost savings initiatives.
- b. Development and use of an effective cost and schedule control system.
- c. Working within the established budget (minimization of cost growth). Cost management system automatically identifies problem areas and implements solution to keep project within established budget.
- d. Submission of timely, accurate, and complete monthly progress reports, invoices, cost proposals, and 75% budget notification (Limitation of Cost/Funds Budget).
- e. Cost and schedule variances (including subcontractor) are identified early, fully explained and recovered without impact to the program.

ATTACHMENT 2 PROGRAM MANAGEMENT EVALUATION CRITERIA (cont.)

3. Subcontractor Management and Other Systems Management (20%)

- a. Effectiveness of purchasing system, including selection of suitable specialty subcontractors.
- b. Effectiveness of management of subcontractors or consultants.
- c. Effectiveness of contractor's financial and management systems.
- d. Compliance with contract requirements.
- e. Prompt resolution of audit/CAS issues to reduce funding anomalies.
- f. Effectiveness of Government property management system to minimize and track Government property.
- g. Management of the timely, accurate, and complete submission of physical and financial information for CTO and contract close-out.

**ATTACHMENT 3 TECHNICAL SERVICES AND PROJECT MANAGEMENT
EVALUATION CRITERIA**

| Factor | Description | Weight |
|---------------|--|---------------|
| 1. | Technical Services/Quality Management | 40% |
| 2. | Cost and Schedule Control | 40% |
| 3. | Project Management | 20% |

1. Technical Services/Quality Management (40%)

- a. Technical quality of deliverables and any field work performed. Clarity, thoroughness, suitability and accuracy of project deliverables and documentation.
- b. Compliance with CTO Performance Work Statement and federal, state, local laws, regulations and guidelines.
- c. Use of technically innovative solutions to perform work "cheaper, better, and faster".
- d. Effectiveness of, and adherence to, Quality Control Program and Health & Safety Program.
- e. Assistance to Government in determining appropriate technical requirements (rules, regulations, guidelines) to support remediation.
- f. Responsiveness to comments and corrections made by the Government on deliverables (response within the timeframe specified in the Performance Work Statement).

2. Cost and Schedule Control (40%)

- a. Controlling costs, i.e. working within the established budget. Minimizing cost and schedule impact from changes in field conditions and requirements.
- b. Implementation of cost saving initiatives, which result in cost reductions and/or cost avoidance.
- c. Effective use of resources, including labor, equipment, and subcontractors.
- d. Timeliness of work performance and submittal of deliverables.
- e. Submission of timely, accurate, and complete monthly progress reports and cost proposals.
- f. Accuracy of cost tracking and reporting of cost data.

3. Project Management (20%)

- a. Maintenance of professional/team relationships and effective communication with Government personnel, regulators, CLEAN contractors and others.
- b. Adequate project planning to maximize efficiency and minimize impact of field/construction work on activity personnel and operations.
- c. Effective management of subcontractor's work schedule and quality.
- d. Proactive approach and responsiveness to problems and issues.
- e. Promptness in reporting change in field conditions (within 24 hours of encountering changed conditions i.e. one working day).
- f. Accuracy and appropriateness of Implementation Plans and Cost Proposals.
- g. Adjust schedules and priorities while maintaining overall completion date.

ATTACHMENT 4 GENERAL CHARACTERISTICS OF LEVELS OF PERFORMANCE AND PERFORMANCE POINTS

In order to facilitate entry into the Contractor Performance Assessment Evaluation, the levels of performance utilized in the Award Fee Process shall be used as the basis for the CPARS Evaluation Ratings. Attachment 5 provides the conversion from Award fee adjectival ratings to CPARS ratings.

Exceptional (Award fee earned 91% to 100%)

Contractor's performance meets contractual requirements and exceeds many contractual requirements to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. The following are characteristics of Exceptional performance:

- Performance includes multiple significant events where the contractor exceeded Government expectations and provided benefit to the Government. However, a singular benefit could be of such magnitude that it alone warrants an Exceptional rating.
- The contractual performance being evaluated was accomplished with zero or few minor problems for which timely corrective actions taken by the contractor were highly effective.
- No significant weaknesses in performance.
- Highly effective relations with Navy or regulators.
- High level of performance results traceable to contractors' continuous improvement and innovative solutions.
- Highly competent technical performance which may have innovative elements.
- Timely delivery schedule or completion after increases due to additional requirements or regulatory changes.
- Highly effective cost control. Initiatives yielded tangible savings to the Government.
- Highly effective management of subcontracted effort.

Note: An Exceptional performance rating is justified by identification of multiple significant events in the element or sub-element being assessed that were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant weaknesses identified.

Very Good (Award fee earned 81% to 90%)

Contractor's performance meets contractual requirements and exceeds some contractual requirements to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. The following are characteristics of Very Good performance:

- Performance includes a significant event where the contractor exceeded Government expectations and provided benefit to the Government.
- No significant weaknesses in performance.
- Very effective relations with Navy or regulators.
- Strives to make continuous improvement and identify innovative solutions.
- Very competent technical performance.
- Timely delivery schedule with minor corrections, or completion after increases due to additional requirements or regulatory changes.
- Very effective cost control. Initiatives have high probability of yielding tangible savings to the Government.

- Successful management of the subcontracted effort.

Note: A Very Good performance rating is justified by identification of a significant event in the element or sub-element being assessed that was a benefit to the Government. There should have been no significant weaknesses identified.

Satisfactory (Award fee earned 71% to 80%)

Contractor's performance meets contractual requirements. The contractual performance of the element or sub-element being assessed was accomplished with minor problems for which corrective actions taken by the contractor were satisfactory. The following are characteristics of Satisfactory performance:

- Performance includes only minor problems the Contractor recovered from without negative impact to the Government.
- No significant weaknesses in performance.
- Effective relations with Navy or regulators.
- Reasonable effort to make continuous improvement and identify innovative solutions.
- Good technical performance.
- Timely deliverables and schedule control with minimal corrections and slippages.
- Effective cost control. Reasonable effort to identify cost savings initiatives.
- Effective management of the subcontracted effort.

Note: A Satisfactory performance rating is justified when there have been only minor problems, or major problems that the contractor recovered without a need for Government input and without impact to the contract. There should have been NO significant weaknesses identified.

Marginal (Award fee earned 50% to 70%)

Performance does not meet some contractual requirements. The contractual performance 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. The following are characteristics of Marginal performance:

- Deficiencies in products and services and the contractor has not yet identified corrective actions.
- Some ineffective relations with Navy or regulators.
- Limited continuous improvement efforts visible.
- Quality issues, Government input excessive.
- Issues with schedule creep.
- Cost creep/increases.
- Oversight issues of the subcontracted effort.

Note: A Marginal performance rating is justified by identification of significant event in each category that the contractor had trouble overcoming and how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Unsatisfactory (NO Award fee earned)

Performance failed to meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. The following are characteristics of Unsatisfactory performance:

- Deficiencies so pervasive as to require substantial rework.
- Ineffective relations with Navy or regulators.
- No continuous improvement efforts visible.
- Unacceptable technical performance.
- Changes in delivery schedule which caused significant problems.
- Significant cost increases due to ineffective or no cost control.
- Significant cost increases due to inadequate performance.
- Failure to monitor subcontractors.

Note: An Unsatisfactory performance rating is justified by identification of multiple significant events in the element or sub-element being assessed that the contractor had trouble overcoming and negatively impacted the Government. A single problem may be of such serious magnitude that it alone constitutes an Unsatisfactory rating. A statement of how the event(s) impacted the Government will be included in evaluations that include an Unsatisfactory rating. An Unsatisfactory rating should also be supported by referencing the management tool(s) that notified the contractor of the contractual deficiency(ies) (e.g. Management, Quality, Safety, or Environmental Deficiency Report, or letter, or email).

ATTACHMENT 5 AWARD FEE TO CPARS CONVERSION CHART

| AWARD FEE EARNED | Award Fee Adjectival Rating | CPARS RATING |
|-----------------------------|------------------------------------|-----------------------|
| 91% to 100% | EXCEPTIONAL | EXCEPTIONAL |
| 81% to 90% | VERY GOOD | VERY GOOD |
| 71% to 80% | SATISFACTORY | SATISFACTORY |
| 50% to 70% | MARGINAL | MARGINAL |
| No award Fee | UNSATISFACTORY | UNSATISFACTORY |

SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF'S CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS

(REVISED AUG 2013)

1. The provisions of these security requirements are applicable to Shipyard & IMF areas including the areas listed below: (R)

a. CIA-I (Controlled Industrial Area I) – The large fenced-in area encompassing the waterfront and industrial shops, extending from Building 1274 to include all of Bravo Pier 2.

b. When activated, CIA-II (Controlled Industrial Area II)- Dry Dock No. 4 Compound (including Building 1444).

c. Areas designated "Other Sensitive Area" (OSA), "Controlled Nuclear Information Area" (CNIA); and "Nuclear Work Area" (NWA).

2. **Performance of all work under this contract (includes task and delivery orders) is restricted to U.S. citizens and U.S. nationals only.** U.S. citizen employees of a foreign owned, controlled, and/or influenced company (including a parent company) for access purposes are considered foreign nationals and special authorization would be required for escorted access to PHNSY & IMF spaces. (R)

3. For issuance of Red or Yellow badges, a "classified contract" is required with a Contract Security Classification Specification (DD 254) that allows access to Restricted Data (for Red) and Naval Nuclear Propulsion Information (NNPI) (for both). Also in accordance with OPNAVINST N9210.3 (Safeguarding of NNPI) the contract or subcontract must incorporate all NNPI handling requirements. (R)

4. These security requirements are applicable to the prime contractor as well as to all subcontractors and suppliers thereunder. For unescorted access, these requirements shall be incorporated into Shipyard & IMF and co-located command originated and funded contracts and memorandums of agreement or understanding. (R)

5. The period of proposed contract work to be performed in particular areas of the Shipyard & IMF is subject to further approval of the Shipyard & IMF Commander depending on the sensitivity of Shipyard & IMF industrial operations in the affected areas.

6. Three weeks prior to the visit, the contractor, subcontractors, and suppliers shall complete applicable items on Part 1 of the Contractor Visit Request (VR) form (PH-SYD 5512/28) and submit it to the Government Contracting Activity (GCA) or COR for completion of Part 2. The GCA/COR will then forward the VR and DD 254, as applicable, to the Shipyard & IMF Sponsor for completion of Part 3 no later than two weeks prior to the visit. The Shipyard & IMF Sponsor will submit the VR to the Pass and Identification Office (Pass and ID) no later than one week prior the visit. The VR must include the type of U.S. citizenship. Entry into the CIA, CNIA, NWA or OSA may be authorized under one of the following conditions. (R)

a. For unescorted entry to the CIA: contractor personnel must show proof of U.S. citizenship before a Green badge can be issued.

b. For unescorted entry into an OSA, CNIA or NWA:

(1) All contractors, subcontractors, and suppliers must have a DOD Facility Security Clearance and those contractor employees who need access to the OSA, CNIA and/or NWA must have DOD security clearances granted by Defense Security Service (DSS). A Yellow or Red badge will be issued depending on the areas needed to be accessed. For a Yellow (CNIA) badge, the contractor must have at least an Interim Confidential. For a Red (NWA) badge, the contractor must have a final security clearance.

c. For situations other than the above, personnel requiring unclassified/CIA access may be issued a White "Escort Required" ("ER") badge for CIA access under the escort of a briefed Yellow or Red badged Shipyard & IMF employee knowledgeable of the area. Escorted access to CNIA's and NWAs must be (R)

ATTACHMENT J.16

coordinated with the cognizant Department Security Coordinator to ensure that the area is sanitized and the escort is properly briefed/knowledgeable of the area. Contractors, subcontractors, and suppliers are advised that processing of "ER" badges may take up to five working days to complete.

d. The initial submittal of VR forms need not be all-inclusive. It may be expanded to meet the essential requirements of the contractor. Each individual added to the list, however shall be subject to the same pre-entry screening requirements as outlined above.

e. Under no circumstances shall personnel sign, transmit or hand-carry their own VR. The VR should be mailed, e-mailed encrypted or password protected, or delivered by the GCA or Shipyard & IMF Sponsor. (R)

f. Ensure that all contractor employees provide a valid (i.e. state or federally issued) photo identification card and proof of U.S. citizenship to the Pass and ID Office prior to being issued a Shipyard & IMF badge, see Attachment (1) for a list of acceptable documents. (R)

g. Ensure any derogatory or questionable information concerning contractor employees possessing a DOD security clearance or a Shipyard & IMF badge is immediately reported to the Security Office (Code 1125) so that access eligibility can be evaluated.

h. Ensure that contractor employees attend a 30-minute orientation on the safety, security, and radiological protection aspects of industrial operations within the Shipyard & IMF. (R)

NOTE: The briefing, which is in the form of a video presentation will be given at the Pass and ID Office in groups of 10, prior to the issuance of Shipyard & IMF badges. Special arrangements for larger groups can be scheduled upon request.

i. Ensure that onsite contractor personnel issued Red or Yellow badges attend mandatory Shipyard security training and briefings as required by SECNAV M-5510.30 (DON Personnel Security Program) and DOD Directives. (A)

j. Ensure that all employees wear and display the Shipyard & IMF badge in the chest area at all times while entering, remaining in, and exiting Shipyard & IMF spaces.

k. Ensure that each badge is used only by the specific individual named on the badge.

l. Maintain strict accountability over identification badges and passes issued by the Pass and ID Office. Report immediately, to the Pass and ID Office, any badges/passes that are missing or lost and the circumstances. Return badges/passes to the GCA immediately upon termination of any employee, upon expiration, upon completion of contract, or when no longer required. The GCA will ensure that all badges/passes are returned and forwarded to the Shipyard & IMF Pass and ID Office (Code 1125.2).

m. Restrict hours of work to 0630 – 1500 hours Monday through Friday only. When operational needs require the contractor to schedule work before 0630 and/or after 1500 (Monday through Friday) or on weekends and holidays, provide written notification at least two weeks in advance to GCA who will obtain approval from the respective Shipyard & IMF departments, offices, and shops. Such notifications will include the company name, type of work to be performed, location of work, specific dates, and hours of work. The POC will submit a request in writing to the Security Office (Code 1124) by Wednesday of each week to add the contractor to the "Non-Duty Hours Contractor Access List" that is prepared weekly. Emergency access for contractors not on the non-duty hours list may be authorized entry by the Security Officer or Security Operations Officer upon verification with the POC.

n. Restrict employees/representatives to the work site and control travel directly to and from the work site.

7. The Pass and ID Office is located in Building 207 at Safeguard Street and Russell Avenue.

8. No vehicle will be permitted access to a work site in the CIA without a valid Shipyard & IMF CIA vehicle pass. The Shipyard & IMF CIA vehicle passes are issued by the Shipyard & IMF Pass and ID Office. Shipyard & IMF CIA vehicle passes will not be issued unless proof of vehicle registration to the (D)

ATTACHMENT J.16

contractor's company has been presented to Shipyard & IMF Pass and ID. All vehicles are required to conform to Shipyard & IMF traffic regulations. The speed limit is 15 MPH in the CIA. Outside the CIA, the speed limit is as posted or marked.

9. Only those contractor vehicles meeting all of the following criteria will be allowed to enter the CIA with the Shipyard & IMF CIA vehicle pass:

a. All vehicles must clearly display an authorized company sign or logo on both sides of the vehicles. The logo must be either painted on or a magnetic sign. Paper or cardboard signs are not authorized. Lettering of the logo must not be less than 2-1/2 inches in height and 1/4 inch wide.

b. They must be company or commercial vehicles used by the contractor to transport heavy equipment and/or material to the job site. In limited circumstances, contractor vehicles may be allowed entry to conduct on-site inspections at the job site.

NOTE: Contractor vehicles will not be used to transport employees to the job site. Privately-owned vehicles will not be allowed in the CIA.

10. A limited number of CIA vehicle passes will be issued to each contractor, subcontractor and vendor to facilitate work requirements. Every vehicle entering the CIA will display the pass on the dashboard or visor (facing outward). The pass will be visible at all times while in the CIA. Parking is limited to those areas that are specifically identified on the pass. If additional passes are required, adequate justification must be presented to the Pass and ID Office via the GCA.

11. Vehicles may enter and exit from gates located on Paul Hamilton Avenue or on Chosin Street, Monday through Friday, 0630 to 1500 hours. For access before 0630 and after 1500 hours, weekends, and holidays the contractors must comply with paragraph 6.m. After proper notification, contractors may enter and exit from either gate after hours, weekends, and holidays.

12. Parking is not permitted on any piers on any dry dock/waterfront areas. Contractors shall not park on or block the marked fire lanes at any time. Vehicles may stop on the piers of dry dock/waterfront areas for 15 minutes for loading or unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier or ship, i.e., a truck which uses a mounted generator, a vehicle with built-in equipment, etc. A written request for pier parking authorization with justification will be sent to the Shipyard & IMF Security Officer (Code 1120) via the GCA at least two weeks prior to the date parking space is required. The following information is required:

- a. The license number of the vehicle(s).
- b. The type and size of the vehicle(s) (pickup truck, crane, forklift, etc.)
- c. Parking location.
- d. Purpose and duration.

13. Parking for privately-owned vehicles is available:

a. In the "N" parking lot on Central Avenue and "D" parking lot on Paul Hamilton Avenue, located between South Avenue and Safeguard Street.

b. In the "C" parking lot on Lake Erie Street and Central Avenue.

14. All vehicles are subject to search while entering, remaining in, or leaving the Shipyard & IMF and/or JBPHH areas. A Property Pass (OP-7) issued and signed by the GCA must cover all government material being transported out of the CIA by contractors. Material found without a Property Pass will be confiscated and a police offense report issued.

15. Entry into shop/office/ship spaces covered by this contract will be subject to prior approval of the respective Shop Superintendent/Office Head/Ship's Commanding Officer. Contractors will coordinate

action with the GCA for obtaining entry approval.

16. The Shipyard & IMF Security Officer will provide guard services on a reimbursable basis for contractors requiring guard services. The contractor must notify and obtain approval from the Shipyard & IMF Security Office via the GCA at least two weeks prior to the time guard services will be required. Notification in writing shall (include the purpose and number of hours guard services will be required). (R)

17. Contractor personnel will not be permitted to enter Shipyard & IMF buildings, spaces, and areas not covered by this contract except on prior approval of the Shipyard & IMF department/office/shop having jurisdiction of the areas. Contractors will coordinate action with the GCA to obtain such entry approval.

18. Access to unclassified and classified U.S. Navy shipbuilding, conversion, or repair technology and related technical information manuals, documents, drawings, plans, specifications, etc., by the contractor shall be restricted to an official need-to-know basis. This type of information shall be handled, controlled, and safeguarded to prevent oral, visual, and documentary disclosure to uncleared personnel, the public, to foreign sources, and to all personnel not having an official need-to-know. It shall be returned to the Pearl Harbor Naval Shipyard & IMF upon completion of contracted work, except when the GCA grants specific retention authorization.

19. **Photography and photographic equipment are prohibited in the Pearl Harbor Naval Shipyard & IMF, to include personal cellular phones with camera features.** When operationally required, a written request containing specific justification and details will be submitted to the Security Office (Code 1125) via the GCA for consideration. If a Shipyard & IMF photographer is unable to take the photographs, authorization will only to be granted to the contractor if the contractor has a Shipyard Sponsor and is under continuous escort of a designated Shipyard & IMF employee. The designated escort shall be briefed by Code 1125. The escort will take the film or photographic media in his or her custody. The Sponsoring Shipyard Code/Office will mark and control the photographs as "For Official Use Only" and route the photographs in accordance with local regulations for review and approval of a Distribution Statement (prior to release from Shipyard & IMF). (R)

20. **Portable Electronic Devices (PEDs).** PEDs include pagers, mobile/cellular telephones (with/without cameras), personal digital assistants/job performance aids, laptop/notebook/handheld computers, digital imagery (still/video) devices, analog/digital sound recorders (e.g. I-PODs), video game devices, USB devices, and devices of similar capability, functionality, or design. Privately-Owned PED devices such as those listed above are prohibited on Shipyard premises. Privately-Owned PEDs without camera devices are prohibited unless approved in writing by the local Information Assurance Authority (IAA) or Information Assurance Manager (IAM). Violations may result in the confiscation and sanitization of the PEDs. The only approved method of sanitizing most PEDs is physical destruction. (R)

a. All users authorized to use PEDs in the Shipyard & IMF workspaces, whether privately-owned (includes contractor-owned) or government-owned, are required to comply with NAVSHIPYD&IMFPEARLINST 5239.1(series), *Activity Information Systems Security Plan (AISSP)* (R)

b. For Privately-Owned PEDs without camera devices approved for use in Shipyard & IMF spaces, the user shall follow: (R)

(1) The PEDs will not handle, process, or store any U.S. Government information unless otherwise authorized by the IAM.

(2) The PEDs will not be connected to any Shipyard & IMF network, U.S. Government-Owned computers, or associated peripherals.

(3) The PEDs will operate in only approved locations. These PEDs are not allowed in spaces processing and/or handling classified information.

(4) Users shall comply with software copyright laws and agreements.

(5) Violations of the above may result in the confiscation of the PED.

ATTACHMENT J.16

(6) The U.S. Government will not be liable for the privately-owned PED hardware/software while on the Shipyard & IMF premises.

c. For U.S. Government-Owned PEDs approved for use in Shipyard & IMF spaces and issued for official government travel, the user shall follow:

(1) Government-Owned PEDs that are synchronized with desktop computers on Shipyard & IMF Local Area Network (LAN) shall follow the security measures in Enclosure (2) of NAVSHIPYD&IMFPEARLINST 5239.1(series).

(2) Use of Government-Owned PED equipment while on travel and performing official government business is allowed.

(3) Government-Owned PEDs shall not be checked as baggage, stored in airport or bus station lockers, or left with desk clerks at motels. PEDs with NNPI data shall not be left unattended in the motel room. If a PED with no NNPI data is left unattended in the motel room, it must be locked in a personally owned container (i.e., luggage, brief case, etc.).

(4) Government-Owned PEDs shall not be taken out of the United States without an authorization letter from the IAM.

(5) Government-Owned PEDs will not be used to store passwords; safe and door combinations; personal identification numbers (PINs); as well as classified information.

(6) Government-Owned PEDs shall not be used for classified information processing unless specifically authorized in writing by the local IAA.

(7) Where feasible, Government-Owned PEDs shall employ up-to-date signature files that are used to profile and identify viruses, worms, and malicious code. As proven anti-virus clients for PEDs become available, these clients shall be deployed to the greatest possible extent in all PEDs that connect to the Shipyard & IMF network.

21. Ensure that yellow plastic material is not used for warning signs, covering material, etc.

22. Be responsible for control and security of all contractor-owned equipment and material at the work site. Report immediately, all missing/lost/stolen property to the Joint Base Pearl Harbor Hickam Security Detachment (phone 474-6751) as each case occurs. (R)

23. Ensure that no material is stacked within ten (10) feet of the CIA perimeter. Remove from the work site, or secure, ladders or other such equipment, which could be used to climb the CIA perimeter fence. Ensure that no vehicles are parked within ten (10) feet of the CIA perimeter.

24. Provide written notification to the Commander, Pearl Harbor Naval Shipyard & IMF (Code 1120) via the GCA, two (2) weeks prior to actual start of work to allow for notification of the appropriate Shipyard & IMF departments, offices, and shops of the impact resulting from the contract work. Such notifications will include specific details such as work schedules (including actual start date for Shipyard & IMF entry), and impact statements concerning tasks to be done, e.g. specific parking spaces to be vacated, inclusive dates involved, traffic rerouting, changes to traffic and parking patterns, traffic/parking controls to be instituted by the contractor, barricades to be erected by the contractor, etc., along with sketches of the particular areas involved.

25. Two weeks prior to making any penetrations (i.e. tunneling under, cutting through a fence or building, etc.) in a restricted area (e.g. CIA fence line, CNIA or NWA) the contractor shall contact Code 1120 via the GCA to make arrangements for a security guard or other measures required to meet all security requirements. The cost for the security guard will be charged to the contractor. (R)

26. Any exceptions to these security requirements must be coordinated with the Security Office (Code 1120).

ATTACHMENT (1)

(R)

**DOCUMENTS ACCEPTABLE FOR PROOF OF U.S. CITIZENSHIP
(Original documents or certified copies)**

1. U.S. BIRTH REGISTRATION CARD (with Registrar's raised seal and signature)
2. U.S. BIRTH CERTIFICATE (original with raised seal from one of the 50 states or outlying U.S. territories or U.S. possessions)
3. U.S. IMMIGRATION AND NATURALIZATION SERVICE NATURALIZATION CERTIFICATE (INS N-550/570)
4. DD FORM 1966 (U.S. citizenship documents sighted are listed and attested to by a recruiting official)
5. DELAYED BIRTH CERTIFICATE (Original with Registrar's seal and signature and cites secondary evidence)
6. HOSPITAL BIRTH CERTIFICATE (Original with authenticating raised seal or signature provided all vital information is given)
7. U.S. PASSPORT (Current or expired)
8. U.S. IMMIGRATION AND NATURALIZATION SERVICE CERTIFICATE OF CITIZENSHIP (INS N-560/561)
9. FORM FS 240 – REPORT OF BIRTH ABROAD OF A CITIZEN OF THE UNITED STATES OF AMERICA/CONSULAR REPORT OF BIRTH
10. FORM FS 545 – CERTIFICATION OF BIRTH (Issued by U.S. Consulate)
11. FORM DS 1350 – DEPARTMENT OF STATE CERTIFICATION
12. NOTICE FROM THE STATE'S REGISTRAR ACCOMPANIED BY SECONDARY EVIDENCE I.E. BAPTISMAL CERTIFICATE, CERTIFICATE OF CIRCUMCISION, EARLY CENSUS, FAMILY BIBLE RECORDS, ETC.

--END OF SECTION--

Section K - Representations, Certifications and Other Statements of Offerors

Request for Proposal No: RFP N62742-20-R-1801

Name and Address of Offeror: _____

Business Phone: () _____ **Facsimile Phone:** () _____

CEC/DUNS Number: _____ **TIN NUMBER:** _____

CAGE Number: _____ **Email Address:** _____

SUMMARY

THIS PROCUREMENT IS TOTAL SMALL BUSINESS SET-ASIDE.

The following clauses are from the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Complete the paragraphs below, and return with the proposal forms.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.209-7 | Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-13 | Violation of Arms Control Treaties or Agreements -- Certification. | FEB 2021 |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan. | OCT 2020 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | DEC 2019 |
| 252.247-7022 | Representation of Extent of Transportation by Sea. | JUN 2019 |

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-8, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)/DFARS 252.204 7007 ALT A (NOV 2020)

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

(2) The small business size standard is 750 employees.

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

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

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

| FAR/DFARS Clause # | Title | Date | Change |
|--------------------|-------|------|--------|
| | | | |

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or

extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--|--------------------|-------------|------------------------------------|
|----------------------|-----------------------------------|--|--------------------|-------------|------------------------------------|

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L1 NUMBER OF COPIES/CONTENT/TIME OF RECEIPT FOR PROPOSALS

1. The Cost Proposal (Volume I) and Non-Cost Proposal (Volume II) shall be submitted in separate binders, tabbed appropriately, and must include a cover page with the name of the prime contractor, addresses, phone and fax numbers, email addresses, solicitation number, and point of contact.

2. **VOLUME I - COST PROPOSAL:** An original plus three (3) paper copies and two (2) electronic copies (CD-ROM) of the cost proposal shall be submitted no later than the date and time provided in Block 9 of the Standard Form 33, "Solicitation, Offer, and Award", in a sealed envelope and marked in the bottom right corner "COST PROPOSAL SUBMITTED UNDER RFP N62742-20-R-1801- DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The cost proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed. The proposal shall be typewritten, using 11-12 font size. **There is no page limitation for Volume I.**

a. Organization of Cost Proposal

SECTION I STANDARD FORM 33

Tab 1 - Signed and completed Standard Form (SF) 33 (Solicitation, Offer and Award).

Tab 2 – Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD) (if applicable)

Tab 3 - Representations and Certifications (Section K)

SECTION II COST AND RELATED INFORMATION

Tab 1 – Cost Proposal with supporting documentation

Tab 2 – Cost model information

Tab 3 – Cost pool, financial/accounting system and audit information.

SECTION III – APPENDICES:

Appendix A – Direct Labor and Indirect Rate Forward Pricing Agreements

Appendix B – Uncompensated Overtime

Appendix C – Compensation Plan for Professional Employees

Appendix D – Pre-award Survey Information

b. Cost Proposal Submittal Requirements:

SECTION I STANDARD FORM 33

Tab 1 - Signed and completed Standard Form (SF) 33 (Solicitation, Offer and Award). Complete Blocks 12 through 18. Indicate period of validity of the offeror's proposal in Block 12 at least 150 calendar days.

Tab 2 - Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD) (if applicable)

(See L2 for required documents)

Tab 3 - Representations and Certifications (See Section K)

SECTION II – COST AND RELATED INFORMATION.

The Cost submission shall include the following attachments provided in the Section J:

| | |
|------|--|
| J.1 | Direct Labor Bid and Billing Rate Submission |
| J.1A | Direct Labor Rate Escalation Submission |
| J.2 | Identification of Uncompensated Overtime Ratios |
| J.3 | Indirect Ceiling Rates Build-up, Award Fee Application and Distribution of Cost-Reimbursable Work Form |
| J.4 | Indirect Ceiling Rate, Award Fee Application and Distribution of Cost-Reimbursable Work Form |
| J.5 | Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates |
| L.6 | Proposed, Historical, and Year-to-Date Indirect Rates |
| J.7 | Cost Model Work Sheet |
| J.7A | Cost Model Summary Sheet |

Notes:

(1) The proposal shall include **COST REIMBURSABLE TEAM SUBCONTRACTOR** information in the same level of detail as provided by the Offeror. Subcontractor information may be submitted separately for proposal purposes. However, it is noted that the direct labor and billing rate (J.1), indirect ceiling rates, award fee application and distribution of cost reimbursable work (J.4), and Service Contract Labor Standards and Construction Wage Rate Requirements Ceiling Labor Rates (J.5) for each cost reimbursable Subcontractor will be incorporated into any resulting Contract. **Note:** If the offeror is a joint venture, and the joint venture partners are proposing separate rates, information must be provided in the same level of detail for each member of the joint venture team. One submittal may be submitted for the Joint Venture (JV) entity, only if the JV has an established separate cost center for the JV entity with an adequate accounting system for a cost reimbursable contract.

(2) Offerors shall not deviate from the basic format of the forms identified in this solicitation. However, offerors may adjust columns, rows and cost elements under Attachments J.3, J.4, J.6, and J.7 in order to be consistent with their cost accounting systems. The cost proposal shall include the completed mandatory rate forms and supporting information in the general format outlined below:

The cost proposal shall be a complete and detailed cost breakdown of all cost elements and other cost information required herein. Offerors shall submit proposals consistent with the structure of their established and/or disclosed accounting practices. The composition of indirect expense pools and bases thereof (Overhead, General and Administrative, Material Handling, etc.) shall be consistent with those actually being utilized by the company. Proposed rates shall be based on recent history and/or budgetary projections. Pool expenses shall not include any of those expenses identified in FAR Part 31 as unallowable. The cost and pricing information shall be completed in accordance with the following:

Tab 1 – COST PROPOSAL WITH SUPPORTING DOCUMENTATION

a. DIRECT LABOR RATE SUBMISSION-ATTACHMENTS J.1, J.1A, J.2, and J.5

(1) A separate rate sheet shall be submitted by the prime, each joint venture member, and each cost reimbursable subcontractor. Note: If the offeror is a JV and the JV partners are proposing separate rates, separate rate sheets must be provided by each member of the JV. One submittal may be submitted for the JV entity, only if the JV has an established separate cost center for the JV entity with an adequate accounting system for a cost reimbursement contract. Offerors shall provide direct labor rates, including any adjustment for uncompensated overtime (see attachment J.2), for all cost reimbursable labor categories listed in Attachment J1.1 and J.1A as follows:

(2) Each contractor, JV member and cost reimbursable subcontractor shall provide labor rates for ALL LABOR CATEGORIES listed on attachment J.1 and J.1A. If the contractor/subcontractor does not currently employ the listed employee, a market rate shall be provided. The employee must be tied to an internal labor category whether or not they are a current employee.

(3) Offerors SHALL NOT ADD ADDITIONAL labor categories on J.1. If it is determined that a labor category not listed on J.1 is required for a task order, Contracting Officer for the contract may approve the labor category and

the corresponding bid/ceiling rate for the specific task order, and if applicable, may incorporate the labor category into the basic contract.

(4) Offerors shall provide the company's labor category equivalent for all labor categories listed on J.1 and J.1A.

(5) Labor categories listed on Attachments J.1 and J.1A are for exempt employees, supervisory, and specialty UXO personnel. Service Contract Labor Standards (SCA) or Construction Wage Rate Requirements (Construction) labor categories are not included. As applicable, SCA and Construction Wage Determinations will be included in individual task orders. The proposed bid and bill rates for SCA and Construction labor shall be equal to or greater than the minimum wage determination rates specified in the DOL Wage Determination incorporated in the task order, but shall not exceed the maximum percent proposed in Attachment J.5.

(6) The labor categories and labor rates identified in Attachment J.1 establish provisional/bid rates for negotiating baseline costs and maximum ceilings for Direct Labor during the base period and all option periods (if exercised) of the contract. Offerors are to provide provisional bid and ceiling rates for the base year and all four option periods on Attachment J.1. Ceiling rates shall not exceed 15% above the proposed provisional rate for each contract period. See Section H for additional information. The provisional rates will be used for negotiating task orders, and rates billed against specific task orders will be based on the actual labor rates in effect, not to exceed the ceiling rates allowed under the contract on Attachment J.1. The provisional and ceiling rates proposed and submitted with the RFP shall be utilized for the base year and exercise of each option period.

(7) Attachment J.1A reflects the escalation rate applied to the direct labor bid rate for each option period. No additional escalation will be applied to the provisional rates when option periods are exercised. Therefore, offerors should factor escalation into their provisional rates for option periods one through four. For each labor category, the Offeror shall enter its escalation factors applied to the provisional rates for each option period on Attachment J.1A. The offeror shall also provide the basis for any proposed/projected escalation and the assumptions used: forecast source (such as Global Insight), index used (index number and title), calculations (index values used: base and projected values), and dates used (month and year of applicable index numbers). The offeror shall provide copies of the escalation forecasts as support documentation in their proposal.

(8) Where it is determined necessary to utilize a specific individual on this contract whose actual labor rate exceeds the established ceiling, the Contractor will be required to obtain prior written approval by the Contracting Officer. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate.

(9) Cost proposal shall address CEILING RATES FOR SERVICE CONTRACT LABOR STANDARDS AND CONSTRUCTION WAGE RATE REQUIREMENTS labor categories by completing ATTACHMENT J.5.

(10) Offerors shall provide the following information to support the proposed direct labor rates:

Offerors shall provide and discuss how the proposed labor rate ceilings on J.1 were derived. Provide information on the basis of the base rates used to arrive at the ceiling rates, such as whether the base rates were based on actual individual rates for key personnel, average or weighted rates for current employees, forward pricing rates, market sources such as Bureau of Labor Statistics or salary.com, or the offeror's estimate, etc. If a composite labor rate is utilized or a labor rate is prorated over fiscal years, provide the specific details/calculations used to determine the rate. If forward pricing rates apply, provide a copy in Appendix A. Any deviation from forward pricing rates, current actual rates for individuals, etc. shall be clearly documented. Note the percent markup used on the base rates to arrive at the proposed ceiling rate for each labor category. Complete J.1 showing the base rate for each labor category, percentage markup for each labor category and ceiling rate for the base and option years.

If uncompensated overtime is proposed and used in calculating individual and average labor rates for Fair Labor Standards Act exempt employees listed in Attachment J.1 and J.1A, complete **Attachment J.2 (IDENTIFICATION OF UNCOMPENSATED OVERTIME RATIOS)** for each affected labor category. Additionally, provide in Appendix C: (1) required information per provision FAR 52.237-10 Identification of Uncompensated Overtime (March 2015); (2) historical number of hours in excess of 40 hours per week for each

labor category; and (3) evidence of the Defense Contract Audit Agency or Defense Contract Management Agency approval of the corporate policy addressing uncompensated effort.

Shown below are **sample** entries for the J.1, Direct Labor Bid and Billing Rate Form:

| Contract Labor Category | Company Equivalent Labor Category | Source | Base Year Individual or Average Bid Level Rate | Percent Mark-Up for Direct Labor Ceiling Rate | Base Year Maximum Ceiling Rate for Billing Purposes |
|--------------------------------|--|----------------------------|---|--|--|
| Project Manager | Program Manager I, | Individual Rate (Jane Doe) | \$000 | 0% | \$000 |
| Sr Project Engineer | Engineer IV | 2012 Avg. Rate | \$000 | 0% | \$000 |
| Word Processor | Word Processor | Market Rate | \$000 | 0% | \$000 |

Shown below are **sample** entries for the J.1A, Direct Labor Rate Escalation Form:

| Contract Labor Category | Company Equivalent Labor Category | Source | Base Year Individual or Average Bid Level Rate | Escalation Factor Applied to Option Year 1 | Option Year 1 Individual/ Average Bid Level Rate |
|--------------------------------|--|----------------------------|---|---|---|
| Project Manager | Program Manager I | Individual Rate (Jane Doe) | \$000 | 0% | \$000 |
| Sr Project Engineer | Engineer IV | 2012 Avg. Rate | \$000 | 0% | \$000 |
| Word Processor | Word Processor | Market Rate | \$000 | 0% | \$000 |

b. INDIRECT RATE SUBMITTAL – ATTACHMENTS J.3, J.4, AND J.6

1. INDIRECT RATES, FEE APPLICATION FORM AND DISTRIBUTION OF COST-REIMBURSABLE WORK - (A separate rate sheet shall be submitted by the prime, each joint venture member, and each cost reimbursable subcontractor.) (NOTE: If the JV has an established separate cost center for the JV entity with an adequate accounting system for a reimbursement contract, one form may be submitted for the JV entity). The indirect ceiling rates proposed will be the maximum allowable rates that can be proposed or billed under task orders issued during the ordering period. These are not bid rates. Indirect rates proposed for individual task orders may be less and should be in accordance with the offeror’s disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, should actual rates experienced during performance of the contract be lower than the ceiling rates shown, actual rates will be billed. The indirect rate ceilings will be incorporated into the awarded contract as stated under Section H hereto.

(1) The offeror shall submit a completed Indirect Ceiling Rate, Award Fee Application and Distribution of Cost-Reimbursable Work Form, (J.4), showing the application of all proposed indirect ceiling rates and the award fee pool applicable to the appropriate bases. The matrixes provide base year and option year indirect rates as applicable and in accordance with disclosed accounting practices. Offerors shall delete or add other indirect rate pools to Attachment J.3 and J.4, as appropriate, to reflect their accounting systems. For instance, if Workmen’s Compensation is a separate indirect rate pool, it should be added. On the other hand, if fringes are included in the overhead pool, the fringe pool should be deleted. (Note: Attachments J.3 and J.4 are provided in Microsoft Word. Complete in Microsoft Word format, as provided. Additionally, offerors should provide J.3 AND J.4 IN MICROSOFT EXCEL FORMAT ON THE CDS to show how the multiplier was calculated.)

(2) Offerors shall separately describe all indirect cost rates. Provide a comprehensive narrative explaining the application of indirect rates to appropriate bases. The narrative should include your disclosed accounting practices

defining your indirect cost pools and bases, and the application of indirect rates to bases. This could include, but is not limited to, labor fringes, labor overhead, material overheads, General and Administrative expenses, cost of money factors, and any other indirect rate applicable to the work that will be performed under this contract. Offerors shall provide and discuss how the proposed indirect ceiling rates were derived. Provide information on the basis on the base indirect rates (show base indirect rates on attachment J.3, Indirect Ceiling Rates Build-Up and Award Fee Application Form) used to arrive at the ceiling rates, (i.e. Forward Pricing Rate Agreement and the date of agreement (provide in Appendix A), bidding rates and the date of submission, and the date of approval, etc.). Offerors shall exclude all unallowable costs identified in FAR 31.2 from the indirect cost rates. Offerors shall state whether DCAA has audited or applied agreed-upon procedures to the proposed indirect cost rates. If so, Offerors shall provide the date of the DCAA review and the DCAA report number. Any variance between indirect base rates used to develop the ceiling rates and applicable forward pricing rates/DCAA approved rates should be clearly documented in the supporting narrative. Note the proposed mark-up, if any, applied to the indirect base rates to arrive at the ceiling rates for the base year and each option period. The offeror shall clearly document why any significantly discounted rates will not pose a risk that the offeror will be unable to provide the services for the proposed costs, e.g. how will losses be handled. Significantly discounted rates are defined as those rates below the cost of the work to be performed, i.e. rates that will result in a loss. Any indirect rate discounts proposed will be analyzed to ensure compliance with cost realism.

(3) Award Fee: An award fee plan will be included in the basic contract. Award fee will not be allowed on Travel, Contractor – Acquired Property, Facilities Capital Cost of Money (FCCOM), and award fee on cost reimbursable subcontractor's costs at any tier.

2. PROPOSED HISTORICAL AND YEAR –TO-DATE INDIRECT RATES-ATTACHMENT J.6 (A separate rate sheet shall be submitted by the prime, each joint venture member, and each cost reimbursable subcontractor.) Offerors shall provide historical indirect rates on Attachment J.6, as follows:

(1) Offerors shall delete or add other indirect rate pools to J.6, as appropriate, to reflect their accounting systems. The pools shall correspond to the pools listed on J.3 and J.4.

(2) Provide the following information in your cost proposal for all indirect pools listed:

Compare proposed indirect base rate(s) with the rate(s) experienced during the prior three completed fiscal or calendar years (whichever is most recent) and with the current year to date actual rate. Rates shown must be actual experienced costs, not budgeted or billing rates.

State whether the proposed rates include any appreciable change in the business volume, which materially affect the proposed burden rate(s). State whether the proposed rates include the effect of this contract.

Tab 2 - COST MODEL INFORMATION ATTACHMENTS J.7 & J.7A

Notes: SCA refers to Service Contract Labor Standards
DBA refers to Construction Wage Rate Requirements

1. A separate Cost Model Worksheet (J.7) for the base year and each option year shall be completed/submitted by the prime, each joint venture member, and each cost reimbursable subcontractor in its entirety. Additionally, if multiple cost centers will be used in the performance of this contract, a completed cost model shall be submitted for each cost center. (Note: If a joint venture has an established separate cost center for the joint venture entity with an adequate accounting system for a cost reimbursement contract (FAR 16.301-3), one form may be submitted for the joint venture entity).

2. Offeror shall not add labor categories, make structural changes, or change the hours on this form. The Offeror shall not change the costs associated with Travel, Other Direct Costs, or Fixed Price Subcontracts on Attachment J.7. Offeror, however, should add or delete additional indirect costs in accordance with their established accounting system (must use appropriate base and explain).

3. Each team member (prime/JV, cost reimbursable subs) submitting this form shall provide rates for **ALL LABOR CATEGORIES LISTED ON J.7.**
4. Offeror shall input their direct labor ceiling rates from Attachment J.1 (Maximum Ceiling Rate for Billing Purposes), which correspond to the labor categories listed on J.7, for each respective year (base and option years).
5. The proposed rates for SCA labor shall be equal to the wage determination base rates provided in WD 2015-5689, Revision No. 13, dated 12/21/2020 (Attachment J.12) Do not include hazard pay for the SCA labor categories.
6. The proposed rates for DBA labor shall be equal to the wage determination base rates provided in General Decision Number HI20210001, Modification No. 4 dated 02/19/2021 (Attachment J.13).
7. For SCA and DBA labor, if it is the offeror’s normal accounting practice to charge health and welfare/fringe benefits as a direct charge, then the offeror shall explain the basis of the base rate, including calculation in Microsoft Excel format on a CD to clearly show the base rate and markups applied. For example, showing the SCA rate plus SCA health and welfare or DBA plus WD fringe and any other direct charges added to the direct labor rate such as FUTA, SUTA and FICA. The offeror shall use their indirect ceiling rates on Attachment J.4 in any offset or differential calculations to account for the payment of health and welfare/fringes in the base labor rate.
8. All indirect rates submitted on the Cost Model shall be the **INDIRECT CEILING RATES** provided in Attachment J.4 for each respective year (base and option years), and not base rates (i.e. forward pricing rates) used to derive the ceiling rates. If an offeror (prime/JV, cost reimbursable subs) proposes multiple mark-up rates for other direct costs and subcontracts (e.g. G&A), the highest mark-up rate shall be utilized on the cost model worksheet (J.7).
9. If applicable, in accordance with their accounting system, the offeror shall add any direct costs applied to the labor base (e.g. health and safety charge, low value equipment per labor hour). It is noted that in accordance with Section H5- costs for the acquisition or use of Information Technology Equipment or Systems shall not be considered as an allowable direct charge to this contract.
10. Award Fee – The award fee proposed in Attachment J.4 shall be applied to applicable costs. Award fee shall not be applied to travel, Contractor-Acquired Property, Facilities Capital Cost of Money, and award fee on cost reimbursable subcontractor’s cost at any tier.
11. Cost Model Worksheet (J.7) does not include formulas. In addition to the hard copies, Offerors shall submit this form in Microsoft Excel format on a CD to show all calculations (i.e. labor extensions, indirect rate application of labor, etc.) used to arrive at the total cost.
12. The Cost Model Summary Sheet (J.7A) shall be submitted by the prime contractor. This form does include formulas. For evaluation purposes, the percentages listed on **Attachment J.3 (Distribution of Work)** shall be used for the prime/JV and each cost reimbursable subcontractor listed on the Summary Sheet. In the event an offeror (prime, JV member or cost subcontractor) utilized multiple cost centers, the cost model will be completed for each cost center and the highest “Total” cost for the cost model shall be used on the summary sheet. The Prime contractor’s indirect ceiling rate mark-ups (e.g. G&A) for cost reimbursable subcontractors provided in J.4 for each year shall be added to the total cost. If the prime contractor is a JV, the rate for the JV member with the highest ceiling rate mark-up for a cost sub shall be used. **Note: In addition to a hard copy, the summary form shall be submitted in Microsoft Excel format on a CD.**

For clarification purposes the following example for the Summary Sheet is provided:

| | Total Cost Model Value for Base Year | % of work (J.3) | Total Value of Base Year based on % of Work |
|---------------------|---|------------------------|--|
| Prime / JV member 1 | \$490,000.00 | 30% | \$147,000.00 |

| | | | |
|--|----------------|-----------|------------------|
| Prime/JV member 2 | \$505,000.00 | 25% | \$126,250.00 |
| Cost Reimbursable Contractor | \$479,000.00 | 20% | \$95,800.00 |
| Cost Reimbursable Contractor | \$515,000.00 | 25% | \$128,750.00 |
| | | 100% | \$497,800.00 |
| | Cost Sub Total | % Mark-up | Cost Sub Mark-up |
| Prime/JV indirect ceiling rate mark-up on Cost Reimbursable Subcontractors, i.e. G&A, as provided on J.4 | \$224,550.00 | 7.5% | \$16,841.25 |
| TOTAL VALUE OF COST MODEL FOR BASE YEAR | | | \$514,641.25 |

Note: The Prime's percent mark-up applied to the total cost for the cost reimbursement subcontractors is based on the indirect ceiling rate for JV member #1, whose rate was higher than JV member #2. The rate was applied to the total subcontract cost (\$95,800 + \$128,750) shown under Total Value of Base Year on % of Work Column.

Tab 3 - COST POOL, FINANCIAL/ACCOUNTING SYSTEMS AND AUDIT INFORMATION

The offeror should identify its cognizant Defense Contract Audit Agency (DCAA) office, Defense Contract Management Agency (DCMA) office, and if applicable, Cognizant Federal Agency Official (CFAO). The point of contact, address, phone number, and e-mail address for each of the cognizant agencies identified must be included. Provide information to support a determination by the Navy of the degree to which each of the accounting and management systems listed below are adequate and compliant with Government regulations and standards. In accordance with FAR 16.104(i) and FAR 16.301-3(a) the offeror's accounting system must be deemed adequate for the timely development of all necessary cost data and to determine costs applicable to the contract prior to contract award.

The Offeror should provide the Government with the current status (e.g. approved, disapproved, acceptable, adequate, inadequate, inadequate in part, etc.) of its following management systems:

1. Accounting System
2. Purchasing System
3. Billing System
4. Estimating System

The supporting data should include the most recent date of the audit or review completed by the cognizant agency and, if known, the audit report number. Offerors shall also identify whether an audit or review is in process. If the approved or adequate status of any of these systems is currently in question, or if DCAA has issued any reports [including issuance of any Statements of Condition(s) and Recommendation(s) (SOCARs) and/or Auditor Comments related to the Offeror's response to the SOCARs released to the Offeror prior to issuance of a final report to the Contracting Officer], on inadequacies of the systems, the Offeror should provide copies of the subject reports and/or SOCARS, as well as an explanation of its agreement or disagreement with the cited inadequacies of the system. The Offeror should explain in detail the system inadequacies and specific plans for corrective action, including milestones for implementation of revised procedures. Also, the Offeror should discuss the impact on this procurement on the reported system inadequacies, and what action is being taken to ensure that these systems are corrected to ensure no detrimental impact should the Offeror receive a contract award. The Government reserves the right to coordinate with any Government Agency to verify the current status of these systems and the status of any corrective action taken by the Offeror already or still considered outstanding. In those cases where the accounting system does not have DCAA approval, the Offeror shall describe the action taken to obtain such approval prior to contract award. If DCAA audits are in excess of one year old, the Offeror shall certify via a statement that the system(s) have not changed since the date of the last audit. If audits have not been performed, brief description(s) of the system(s) should be provided. Each functional/task component of the system(s) shall be addressed. This information is required to ensure that the contractor has a system that ensures that the Government is properly billed for only the costs incurred during the performance of the work under a cost reimbursable task order.

If submitting a proposal as a joint venture, submit the required information for the managing member who will implement and control the systems. If 100% of the costs allocated to the joint venture are not based on the managing member's financial and management systems, then the offeror shall submit the required information for each joint venture member. Example is where joint venture will subcontract work-out to individual joint venture members; thereby, utilizing their individual systems. Another example is where staffing includes employees of joint venture member firms subject to compensation plans and policies other than that of the managing member. Where a mix of joint venture and individual member management systems exist, Offeror shall explain which of these systems are fully applicable, partially applicable, or not applicable to the joint venture.

All the information requested above should also be provided for any cost reimbursable team subcontractors to which the Offeror anticipates awarding subcontracts. An explanation is required if information is not available for a subcontractor.

SECTION III – APPENDICES

Appendix A – Direct Labor and Indirect Rate Forward Pricing Agreements

- 1) The offeror shall provide any approved direct labor and indirect rate forward pricing rate agreements.
- 2) If facilities capital cost of money is proposed, Form CASB-CMF must be provided with the proposal for each performance period.

Appendix B – Uncompensated Overtime

1) If uncompensated overtime is proposed and used in calculating individual and average labor rates for Fair Labor Standards Act exempt employees listed in Attachment J.1, complete **Attachment J.2 (IDENTIFICATION OF UNCOMPENSATED OVERTIME RATIOS)** for each affected labor category. Additionally, provide in Appendix B: (1) required information per provision FAR 52.237-10 Identification of Uncompensated Overtime (Mar 2015); (2) historical number of hours in excess of 40 hours per week for each labor category; and (3) evidence of the Defense Contract Audit Agency or Defense Contract Management Agency approval of the corporate policy addressing uncompensated effort.

Appendix C – Compensation Plan for Professional Employees

- 1) In Appendix C, provide a total compensation plan in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees (Feb 1993), setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract for the offeror and each key cost reimbursable subcontractor.
- 2) Advise if you have different compensation plans for various skill levels and describe.

Appendix D – Pre-award Survey Information

A pre-award survey may be conducted on all firms submitting a proposal, to include key cost reimbursable subcontractors indicating firm commitments to this acquisition. The following information shall be submitted in a **separate envelope marked "Pre-Award Survey"**.

a) The company's last three complete fiscal year financial statements, audited, reviewed, or compiled by an independent accounting firm, including the accounting firm's cover letter and full disclosure notes for the prime and each party to a joint venture. Additionally, the Offeror shall provide its current year-to-date financial statements as of the quarter ending prior to submission of offers. Any offeror that intends to rely on the financial backing of its parent corporation must submit separate financial statements for both the partially-owned or wholly owned subsidiary and the parent corporation. If a partially-owned or wholly-owned subsidiary relying on the financial backing of a parent corporation cannot submit its own financial statements, provide a detailed explanation why. If a

partially-owned or wholly-owned subsidiary which will be performing the contract is relying on a parent corporation for financial backing, a financial guarantee letter must also be submitted.

b) Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures/teaming arrangements discuss the financial responsibilities among companies and provide same information.

c) The Government may request additional information if needed in order to determine responsibility.

3. VOLUME II - NON-COST PROPOSAL (TECHNICAL AND PAST PERFORMANCE): An original plus five (5) paper copies and two (2) electronic copies (CD-ROM) of the Non-Cost Proposal shall be submitted no later than the date and time provided in Block 9 of the Standard Form 33, "Solicitation, Offer, and Award", in a sealed envelope and marked in the bottom right corner "NON-COST PROPOSAL SUBMITTED UNDER RFP N62742-20-R-1801- DO NOT OPEN IN MAILROOM." Identify the original proposal as "Original" on the cover of the proposal. The Non-Cost proposal shall be submitted in a three-ring binder with a table of contents and shall be tabbed appropriately. The proposal shall be typewritten, using 11 point font. **(Refer to Section M, for non-cost factors submittal requirements).**

a. A graphic representation no more than 1 page in length identifying the firms/companies that are part of the Offeror's team, and clarifies which companies are the prime, joint venture partners, and subcontractors.

b. All information required by Factor 1 – Corporate Experience

c. All information required by Factor 2- Safety

d. All information required by Factor 3- Past Performance

The Government is not liable for any proposal preparation expenses incurred in response to this solicitation nor any proposal preparation expenses incurred for individual task orders issued under the resultant contract.

4. PROPOSAL SHALL BE SUBMITTED TO THE FOLLOWING ADDRESS:

IF SENT VIA UNITED STATES POSTAL SERVICE:

NAVFAC FACILITIES ENGINEERING SYSTEMS COMMAND PACIFIC
SOLICITATION NO. N62742-20-R-1801
ENVIRONMENTAL CONTRACTS BRANCH (CODE ACQ34:VM)
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

IF HAND-CARRIED/ OR VIA COURIER SERVICES:

NAVFAC FACILITIES ENGINEERING SYSTEMS COMMAND, PACIFIC
ENVIRONMENTAL CONTRACTS BRANCH (CODE ACQ34: VM)
4256 Radford Drive, Building 62
Honolulu, HI 96818-3296

Depository hours between 8:00 a.m. and 3:00 p.m., HST. Monday through Friday except for holidays.

5. Proposals not received at the above address on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1(c), "Late submission, modification, revision, and withdrawal of proposals".

L2 JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS

(LTD), ETC.

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement signed by the appropriate individual(s) of each firm outlining the following in terms of percentages where appropriate:
 1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing. Clearly identify the expected relationship, role and responsibility between the firms or of the subcontractor or other entity (type and proportion of work to be performed) (including an explanation of the meaningful involvement that the entity will have in performance of this contract)
 2. The management approach in terms of who will conduct, direct, supervise, and control and the controlling partner's authority to obligate the entity.
 3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
 5. Set forth procedures to be followed in the event that the entity is dissolved due to unforeseen circumstances such as the bankruptcy of a member.
- c. A list of partners/parties, to include company name, DUNS and CAGE Numbers, Address, Point of Contract, Email address, phone number and facsimile number.

L3 INSTRUCTIONS FOR SUBMITTING QUESTIONS REGARDING SOLICITATION

Questions regarding the solicitation shall be submitted in **writing** via electronic mail to **vanessa.menor@navy.mil**. Electronic mail must be received no later than ten (10) working days in advance of the closing date. Verbal queries will not be entertained.

L4 AMENDMENTS

Amendments will be posted to the web site <https://beta.sam.gov>. It is the offeror's responsibility to check the web site periodically for any amendments to the solicitation.

L5 MULTIPLE AWARDS

Multiple awards will NOT be made. The Government intends to issue one contract resulting from this solicitation.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|---|----------|
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | JAN 2017 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |

| | |
|--------------|--|
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation FEB 1999 |
| 52.222-46 | Evaluation Of Compensation For Professional Employees FEB 1993 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls OCT 2016 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

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

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

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

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

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

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

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

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

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
 - (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
- (b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.
- (c) CAGE codes may be obtained via--
- (1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
 - (2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite-Delivery Indefinite-Quantity, Cost-Plus-Award Fee Single Award Contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Naval Facilities Engineering Systems Command Pacific
Environmental Contracts Branch (ACQ34)
258 Makalapa Drive, Suite 100
Joint Base Pearl Harbor-Hickam, HI 96860-3134

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

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

Adjusted hourly rate (including uncompensated overtime) is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

Section M - Evaluation Factors for Award

M1 COMPETITIVE RANGE:

The Government intends to evaluate all proposals received and award a contract without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost/price and technical standpoint. However, if discussions are deemed necessary, to maximize the Government's ability to obtain the best value, discussions will be held with those offerors within the competitive range. The Government may limit the number of proposals in the competitive range to the most highly qualified proposals, considering cost and technical factors.

M2 ORAL PRESENTATIONS:

If discussions are deemed necessary, the Government reserves the right to request oral presentations with offerors within the competitive range. The oral presentation will be to augment the offeror's written proposal.

M3. ENFORCEABILITY OF PROPOSAL:

The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the offeror agrees that all items proposed (e.g., key personnel, subcontractors, approach, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

M4 BASIS OF AWARD

The contract resulting from this solicitation will be awarded to the responsible offeror whose offer, conforming to the solicitation, is determined to be the most advantageous to the Government considering Cost and Non-Cost evaluation factors. Award may be made to other than the lowest cost offeror or other than the highest Non-Cost rated offeror. Business judgment and tradeoffs will be used to determine the proposal offering the best value to the Government. In determining the best value to the Government, the Government need not quantify the tradeoffs that led to the best value decision.

M5 EVALUATION FACTORS

(1) The evaluation factors are as follows:

I. Non-Cost Evaluation Factors:

FACTOR 1, CORPORATE EXPERIENCE

FACTOR 2, SAFETY

FACTOR 3, PAST PERFORMANCE

II. Cost

(2) The relative order of importance of the non-cost evaluation factors is as follows: Factor (1) Corporate Experience and Factor (2) Safety are of equal importance to each other; and, when combined are equal in importance to Factor (3) Past Performance. When the proposal is evaluated as a whole, the three non-cost factors combined are significantly more important than cost.

(3) NON-COST EVALUATION FACTORS (FACTORS 1, 2, AND 3)

a. NOTES applicable to Factor 1, Corporate Experience and Factor 3, Past Performance on Recent, Relevant Projects:

(1) Definition of “recent relevant project” is as follows:

A. In general, relevant project means projects whose scopes of work were similar to the types of projects that may be ordered against this contract that require the performance of one or more of the Specific Tasks described in Section C, paragraph 1.2. A relevant project must be either a standalone contract or task order under an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. The submission of information or the description of the scope of a Basic IDIQ contract will not be considered a relevant project, except in Section M, paragraph M5.(3).b.(2)c and Attachment J.10, Key Personnel Experience/Qualifications. Information may be provided on Basic IDIQ contracts on Attachment J.10 for the Program Manager, Contract Administration Manager, Quality Assurance Manager, and Health and Safety Manager key personnel positions, but not the Senior Project Manager key personnel position.

B. A relevant project shall also be for an amount of at least \$200,000 in dollar value and shall be at least 85% financially executed as of the issuance date of this solicitation. A relevant project shall involve performance of remedial action services.

C. Recent is defined as five (5) years from the issuance date of this solicitation.

(2) The distinction between Corporate Experience and Past Performance is that Corporate Experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past Performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

(3) Definition: “Offeror” typically refers to a single corporation or business entity submitting the proposal as a prime contractor. “Offeror” is also defined as other legal entities such as joint ventures, Limited Partnerships (LTD), or a Limited Liability Company (LLC). In its evaluation of past performance and experience, the Government’s evaluation will generally focus on the entity submitting the proposal (single corporation, individual joint venture partners, or the LTD or LLC identified on the SF33). Entities may not submit as Prime on more than one offer. Failure to comply with this may result in disqualification of the Offeror for contract award.

(4) If an Offeror is utilizing or relying on experience or past performance information from affiliates/subsidiaries/parent companies/LLC/LTD member companies (where their name is not exactly as stated on the SF33), the proposal shall clearly explain the nature of the involvement of the affiliate/subsidiary/parent firm/LLC/LTD member companies in the performance of the contract. The proposal shall state the specific resources (e.g., workforce, management, facilities, or other resources) that the affiliate/subsidiary/parent/LLC/LTD member companies will commit toward the performance of the contract. If meaningful involvement is not demonstrated in the proposal, the affiliate, subsidiary or parent company’s experience or past performance and/or key personnel information will not be considered.

(5) A subcontractor’s experience and past performance will not be given the same level of consideration as either a prime contractor or a joint venture partner because there is no direct legal relationship between the Government and a subcontractor. The Government may consider the experience or past performance of a subcontractor where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement which creates legal responsibility on the part of the subcontractor. However, the level of consideration will depend on the extent to which the proposal demonstrates the subcontractor's commitment to the project and legal accountability and will not be accorded the same level of consideration as a prime contractor’s experience or past performance.

(6) Prime contractor and prime contractor-subcontractor teams/Joint Ventures/LLCs/LTDs with a demonstrated history of working successfully together on prior projects may be considered more favorably than those without such history.

(7) If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the Joint Venture entity, if available. If the Joint Venture does not have shared experience, projects may be submitted for any of the Joint Venture members. Projects completed by the JV that are relevant may be

considered more favorably than projects submitted by the individual JV members. Offerors who submit experience for all Joint Venture partners may be considered more favorably. Offerors are still limited to a total of eight (8) projects combined.

(8) If an Offeror is relying on the experience performed under a previous JV, the Offeror shall demonstrate what portion of the work was performed by the entity offering on this contract under the prior JV and shall not include work performed by the JV as a whole unless all members of the prior JV are being proposed under this solicitation.

b. EVALUATION FACTOR 1, **CORPORATE EXPERIENCE**

(1) The Offeror will demonstrate its technical experience and expertise in performing the requirements of this solicitation and their ability to recruit and employ qualified Key Personnel. This technical factor will be used to evaluate the probability of successful accomplishment of the work contemplated under this contract.

(2) Solicitation Submittal Requirements:

Offerors shall:

- a. Use Attachment J.8 to describe experiences with no more than eight (8) recent, relevant projects completed or substantially completed within the last five (5) years that individually or collectively are similar in scope, complexity, and size to the work described in Section C. The Offeror shall not submit more than two (2) pages single-sided per project. If more than two (2) pages are submitted, the agency will not consider the information on the additional pages.
- b. Use Attachment J.9 to describe capability and capacity to deliver on-schedule products similar to the scope and complexity of the tasks described in Section C of this solicitation assuming a workload of at least ten (10) projects totaling a minimum of \$10 million at multiple locations within the solicitation area of responsibility occurring concurrently in addition to ongoing work for other clients. The combined submittal for Attachment J.9 shall not exceed six (6) single-sided pages.
- c. Use Attachment J.10 to detail experience for each person who will be assigned as Key Personnel to work on this contract. Key personnel are the Program Manager, Senior Project Manager, Contract Administration Manager, Quality Assurance (QA) Manager, and Health and Safety Manager. The Offeror shall not submit more than four (4) pages single-sided per person submitted as Key Personnel. The Offeror shall provide information on a maximum of four (4) recent, relevant projects that were completed by each Key Personnel that would demonstrate their project experience. Experience that is not related to the work described in Section C of this solicitation should not be included in Attachment J.10. A letter of commitment shall be provided for each proposed key personnel that does not currently work for the Offeror and shall include the key personnel's role in the contract. Offerors shall not submit Attachment J.10 for personnel who will not be assigned as Key Personnel under this contract. Key Personnel experience may include experience gained while not employed by the Offeror.

Contractors are required to use the Attachments noted above to document experience. Experience that is provided outside the furnished attachments will not be considered.

(3) Basis of Evaluation:

The Government will evaluate the extent to which the proposal demonstrates recent, relevant Corporate and Key Personnel experience by the Offeror (including an evaluation of the applicable credentials such as training, education, and experience of Key Personnel) in performing the depth, breadth, and volume of work in Section C of this solicitation. Experience will be evaluated on the (1) complexity, (2) scope, (3) contract volume/project size and (4) location of the work performed as compared to the requirements contemplated under this solicitation and described in Section C.

- a. **Minimum Required Experience:** To be considered for this contract, the Offeror must demonstrate experience (in Corporate AND Key Personnel experience) in the following tasks described in Section C of this solicitation:
- ... Removal actions at sites regulated under CERCLA
 - ... Soil and/or sediment remediation of various contaminants at sites regulated under CERCLA
 - ... Expedited response actions
 - ... Munitions response actions and closures
 - ... Management as the prime contractor on a cost IDIQ contract
- b. Corporate and Key Personnel experience in sediment removal and/or remediation may be evaluated more favorably.
- c. **Minimum Key Personnel Requirements:** Key personnel must meet the education, training, and experience qualifications described in Section C, paragraph 1.3.3 to be considered for this contract.
- d. Letters of commitment shall be submitted for all key personnel including subcontractor key personnel that does not currently work for the Offeror.
- e. Offerors who demonstrate experience working for the Navy/Marine Corps may be evaluated more favorably.
- f. Experience that provides relevant innovative approaches to performance of work described in Section C may be evaluated more favorably. An innovative approach should provide a cost savings and should be different from the industry standard.
- g. Project experience working in Guam, Hawaii, California, and the Northern Marianas Islands may be evaluated more favorably.
- h. Failure to use, completely fill out or provide the required information in the templates referenced above will result in the proposals being considered deficient for this Factor 1 Experience.

c. **EVALUATION FACTOR 2 -- SAFETY**

Solicitation Submittal Requirements:

The Offeror shall submit the following information: The Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and Total Case Rate (TCR) for the specified five (5) Calendar Years (CY), as well as a safety narrative, as described further below. For a partnership or joint venture, the Offeror shall submit separate DART rates and TCR for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required. Any fatalities experienced within this 5-year timeframe must be explained in detail, to include root cause and corrective actions.

NOTE: DART and TCR shall not be submitted for subcontractors

1. **DART Rate:** Submit five (5) previous complete calendar years' [CY2016, CY2017, CY2018, CY2019, and CY2020] worth of data (not an overall average). If the Offeror has no DART rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

- a. DART cases include injuries or illnesses resulting in death, days away from work, and/or restricted work or transfer to another job days beyond the day of injury/illness.
- b. Calculation of DART rate: Multiply the total number of DART cases by 200,000, and then divide by the number of employee labor hours worked.

$$\text{DART RATE} = \frac{\text{Number of DART Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

2. TCR Rate: Submit five (5) previous complete calendar years' [CY2016, 2017, 2018, 2019, and 2020] worth of data (not an overall average). If the Offeror has no TCR rate, for any year, affirmatively state so and explain why. Should a negative trend occur above moderate risk levels, an acceptable/detailed explanation is required that includes any corrective actions taken for improvement.

- a. TCR cases include injuries or illnesses resulting in death, days away from work, restricted work or transfer to another job days beyond the day of injury/illness, medical treatment beyond first aid, or loss of consciousness.
- b. Calculation of TCR rate: Multiply the total number of TCR incidents by 200,000, and then divide by the number of employee labor hours worked.

$$\text{TCR RATE} = \frac{\text{Number of TCR Incidents} \times 200,000}{\text{Total Number of Employee Labor Hours Worked}}$$

3. Technical Approach to Safety: Submit a narrative that addresses the following:

- a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS
- b. Describe the evaluation process used to select potential subcontractors.
- c. Describe the processes of how the Offeror will oversee safety compliance of all levels of subcontractors throughout the execution of the contract (to include the Offeror's own in-house workforce).
- d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.

4. The Government reserves the right to review other available sources (public/gov-internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), etc.

Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The evaluation will collectively consider the DART rate, TCR, and Technical Approach to Safety; the Government reserves the right to consider other sources of information available to the Government. The board will evaluate the DART rates and TCR to determine if the Offeror has demonstrated a history of safe work practices taking into account any negative trends and extenuating circumstances that impact the rating.

1. DART Rate: Evaluate any trends over the last five years. Consider changes that take it from one risk level (or more) to the next up or down. Negative trends will require the explanation of any extenuating circumstances that caused the higher mishap rates.

- a. Missing data without an explanation is considered a deficiency.
- b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
- c. An increasing DART rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR) if an acceptable explanation is not provided for any trends that rise above Moderate.
- d. This chart correlates the DART rate to the level of risk:

| <u>Risk</u> | <u>DART Rate</u> |
|---------------------|------------------|
| Very Low Risk | Less Than 1.0 |
| Low Risk | From 1.0 to 1.99 |
| Moderate Risk | From 2.0 to 2.99 |
| High Risk | From 3.0 to 4.0 |
| Extremely High Risk | Greater than 4.0 |

2. TCR Rate: Evaluate any trends over the last five years. Consider changes that take it from one risk level (or more) to the next up or down. Negative trends will require the explanation of any extenuating circumstances that caused the higher mishap rates.

- a. Missing data without an explanation is considered a deficiency.
- b. Declining trends that push the risk levels from Moderate Risk (MR) or higher to Low Risk (LR) or Very Low Risk (VLR) would indicate a strength.
- c. An increasing TCR rate trend could be considered a weakness (i.e. MR or better to High Risk (HR) or Extremely High Risk (EHR) if an acceptable explanation is not provided for any trends that rise above Moderate.
- d. This chart correlates the TCR rate to the level of risk:

| <u>Risk</u> | <u>TCR Rate</u> |
|---------------------|------------------|
| Very Low Risk | Less Than 2.49 |
| Low Risk | From 2.5 to 3.49 |
| Moderate Risk | From 3.5 to 4.49 |
| High Risk | From 4.5 to 5.99 |
| Extremely High Risk | Greater than 6.0 |

3. The Technical Approach to Safety Narrative. To determine the degree to which the Offeror:

- a. Describes a viable SMS that addresses elements; such as Management/Leadership involvement, Employee involvement, Hazard prevention, Hazard control, Worksite analysis, and Safety and health training, to include the standard(s) used to benchmark the SMS.
- b. Describes a methodical process of evaluating subcontractor’s safety performance in their selection process.
- c. Describes a logical management plan to hold themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

d. EVALUATION FACTOR 3 -- **PAST PERFORMANCE**

(1) The Offeror’s past performance evaluation will be based upon customer satisfaction in the execution of the same recent relevant projects submitted for Factor 1 (Experience) and completed or substantially completed projects

within the last five (5) years that are similar to the tasks described in Section C. Customer satisfaction will include assessing quality control and timely performance.

(2) Solicitation Submittal Requirements:

- a. IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE TECHNICAL PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation as Attachment J.11 is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Experience of The Firm. AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.
- b. IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ (Attachment J.11), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Vanessa Menor, via email at vaness.menor@navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.
- c. Also include performance recognition documents received within the last five (5) years, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.
- d. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.
- e. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(3) Basis of Evaluation: The degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- ... A pattern of successful completion of tasks;
 - ... A pattern of deliverables that are timely and of good quality;
 - ... A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
 - ... Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
 - ... A respect for stewardship of Government funds
- a. A subcontractor's past performance may be submitted for evaluation where the prime contractor provides, in its proposal, evidence of a binding teaming agreement or other contractual agreement that creates legal responsibility on the part of the subcontractor.

- b. Projects will be compared against the requirements of Section C for complexity, volume/size, scope, and location. The Government will consider the past performance in a project more relevant if similar to the requirements in this solicitation.
- c. A subcontractor's past performance will be given less consideration than a prime contractor's past performance. The level of consideration will depend on the extent to which the proposal demonstrates the subcontractor's commitment to the contract and legal accountability. Prime-subcontractor or JV arrangements with a demonstrated history of working successfully together on prior projects may be considered more favorably than arrangements without such history.
- d. An Offeror will not be rated favorably or unfavorably for Factor 3, Past Performance, if the Offeror does not have a record of relevant past performance or if a record of past performance is unavailable. In such a case an Offeror will receive a "Neutral Confidence" rating.

(4) COST PROPOSAL EVALUATION

- a. Cost Proposal Submittal Requirement: See Section L, L1.
- b. Basis of Evaluation. The Government will evaluate the offeror's cost proposal on the basis of:
 - Completeness- All information required under Section L, L1 of the solicitation.
 - Price reasonableness in accordance with FAR 15.404-1(b).
 - Cost reasonableness in accordance with FAR 15.404-1(c).
 - Cost realism in accordance with FAR 15.404-1(d).

The Government will evaluate all aspects of the cost proposal for completeness, reasonableness and realism. This Cost Proposal evaluation may include an analysis of each Offeror's proposed costs to determine whether the proposed cost elements are realistic and are consistent with other cost-related information, i.e. DCAA audits, historical rates, etc., available to the Contracting Officer.

Proposed costs may be adjusted for purposes of evaluation, based on the results of the cost realism evaluation to determine probable cost of performance. Offerors are reminded that for the purpose of evaluation under this solicitation, the direct labor ceiling rates and indirect ceiling rates proposed by the prime and all cost reimbursable team members, as provided in Attachments J.1 and J.4, respectively, hereto, for the base year and each option year shall be proposed under the Cost Model for each respective year, and will be used for cost realism evaluation of the Cost Model. The Government may reject an offer that reflects a serious lack of cost realism. Furthermore, in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees, set forth in Section L hereto, the Government will evaluate offerors compensation plans for professional employees. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may be viewed as evidence of failure to comprehend the complexity of the contract requirements. The use of uncompensated overtime, as defined in the FAR 52.237-10 in Section L, will also be considered in the cost realism analysis and risk assessment.

Cost Pool Information and Audit Information - The Government will also review all information provided as required in Section L of this solicitation to determine if the offeror's accounting and billing systems are adequate for cost-reimbursable type contracts.