

Enclosure (5) to  
Red Hill Bulk Fuel Storage Facility, Oahu, Hawaii  
28 September 2022 Supplement 1.B

## **Redacted Contract Documents in Support of Defueling**

### 1. Naval Facilities Engineering Systems Command

- a) Page 2 - N394320D2225 – 9/28/21 – Contractor is APTIM Federal Services, LLC. Total value \$3,898,564. For repair of fuel piping, specifically phase 1 upper tank pipeline repairs to be completed on May 2, 2022 and phase 2 lower tank pipeline repairs beginning immediately after.
- b) Page 30 - N3943020D2242 (Base) – 5/14/21 – Contractor is Austin Brockenbrough & Associates, LLC. 5/20/21. Total value is \$210,000. For Initial Assessment Report, Integrity Report, Root Cause Analysis Report and Suitability for Service/Mitigation Measure Report all related to JP-5 piping system integrity.
- c) Page 44 - N3943020D2242 (Mod 1 to definitize) – 6/21/21 – Contractor is Austin Brockenbrough & Associates, LLC. Total value increased to \$711,010. For Initial Assessment Report, Integrity Report, Root Cause Analysis Report and Suitability for Service/Mitigation Measure Report all related to JP-5 piping system integrity.
- d) Page 50 - N3943020D2242 (Mod 2 to definitize) – 8/31/21 – Contractor is Austin Brockenbrough & Associates, LLC. Total value increased to \$805,514. Same work as above.
- e) Page 52 - N3943021F4122 (Mod 3 – Additional tasks) – 3/14/22 – Contractor is Austin Brockenbrough & Associates, LLC. Value of additional work is \$69,428/Total value now \$874,942. Mod to add additional tasking as part of PACFLT Investigation.

### 2. Naval Supply Systems Command

- a) Page 55 - N0060422P4022 - Pond & Company is performing a 12-month, \$2.5M contract to provide technical support, technical writing, and knowledge management services to our Fuels Department. Among other things, Pond technical writers are helping FLCPH to completely overhaul our fuel movement operations orders. Insufficient operations orders were identified as contributing factors to the May 6, 2021 spill and the water draw mishap in April 2022. The initial purpose of the contract was to locate and assemble records in response to RFIs from investigators, Congress, regulators and others.
- b) Page 87 - N0060422C0005 - Brice Solutions LLC is performing an advise and assist contract, valued at \$4M over a max 24-month period of performance. The purpose of the contract is to provide engineering, process safety and hazard operability support, and training services to our Fuels Department. Among other things, this contract will specifically assist FLCPH to implement the operational recommendations from SGH's assessment. Of note, the contractor partnered with SGH to produce the assessment and is also supporting Brice as a major subcontractor.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. 2. DELIVERY ORDER/ CALL NO. 3. DATE OF ORDER/ CALL (YYYYMMDD) 4. REQ./ PURCH. REQUEST NO. 5. PRIORITY
N3943020D2225 N3943021F4207 2021 Sep 28 ACQR 5873168 DO-C2

6. ISSUED BY CODE N39430 NAVFAC EXWC 7. ADMINISTERED BY (if other than 6) CODE N62478 NAVFAC HAWAII 8. DELIVERY FOB
CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301 NAVFAC H FEAD PRJ22 (OUTLYING) 400 MARSHALL RD JBP HH HI 96860-3139
[X] DESTINATION
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 1YQ36 FACILITY 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 11. MARK IF BUSINESS IS SMALL
NAME APTIM FEDERAL SERVICES, LLC SEE SCHEDULE 12. DISCOUNT TERMS Net 14 Days SMALL
AND JIM BRIXIUS DISADVANTAGED WOMEN-OWNED
4171 ESSEN LN
ADDRESS BATON ROUGE LA 70809-2157

14. SHIP TO CODE N62478 NAVFAC HAWAII 15. PAYMENT WILL BE MADE BY CODE N68732 DFAS CLEVELAND CLEVELAND NORFOLK ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199-8022
MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
ORLINO PERALTA 400 MARSHALL RD BLDG C27 JBP HH HI 96860-3139

16. DELIVERY/ X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
TYPE CALL
OF PURCHASE Reference your quote dated
ORDER Furnish the following on terms specified herein. REF:
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

18. ITEM NO. 19. SCHEDULE OF SUPPLIES/ SERVICES 20. QUANTITY ORDERED/ ACCEPTED\* 21. UNIT 22. UNIT PRICE 23. AMOUNT

SEE SCHEDULE

24. UNITED STATES OF AMERICA TEL: (805) 982-5570 25. TOTAL \$3,898,564.00

quantity ordered, indicate by X. If different, enter actual EMAIL: william.schreiber@navy.mil

quantity accepted below quantity ordered and encircle. BY: William C. Schreiber CONTRACTING / ORDERING OFFICER DIFFERENCE S

27a. QUANTITY IN COLUMN 20 HAS BEEN

[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE c. DATE (YYYYMMDD) d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

PARTIAL 32. PAID BY  
FINAL

33. AMOUNT VERIFIED  
CORRECT FOR

f. TELEPHONE NUMBER g. E-MAIL ADDRESS

36. I certify this account is correct and proper for payment.

31. PAYMENT

34. CHECK NUMBER

a. DATE b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  
(YYYYMMDD)

COMPLETE  
 PARTIAL  
 FINAL

35. BILL OF LADING NO.

37. RECEIVED AT 38. RECEIVED BY 39. DATE RECEIVED (YYYYMMDD) 40. TOTAL CONTAINERS 41. S/R ACCOUNT NO. 42. S/R VOUCHER NO.

DD Form 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

2

*William C. Schreier*

Section 00 10 00 - Solicitation

STATEMENT OF WORK

This Task Order is issued to Aptim Federal Services, LLC, to repair fuel piping at the Red Hill Bulk Fuel Storage Facility in Honolulu, Hawaii, in accordance with RFP N3943020D2225-X018, PPI responses, and the contractor's final revised proposal received September 22, 2021.

The attached schedule dated September 27, 2021, is hereby incorporated into the contract award documents. The schedule provides for phase 1 upper tank pipeline repairs to be complete on May 3, 2022, with phase 2 lower tank pipeline repairs beginning immediately after on May 4, 2022. Any deviation to the schedule at the request of the Government may be construed as a Government caused delay requiring a modification to the contract.

All terms and conditions of the base contract apply to this task order.

Administrative Contracting Office:

NAVFAC Hawaii

NAVFAC HI FEAD PRJ22

400 Marshall Rd Bldg 1200

JBPHH, HI 96860-3139

Administrative Contracting Officer (ACO):

Nicole Koyanagi

NAVFAC Hawaii

Nicole.s.koyanagi.civ@us.navy.mil

Ph: (808) 473-7808

Contracting Officer's Representative (COR):

Orlino Peralta

orlino.r.peralta.civ@us.navy.mil

Ph: 808-473-7383

Performance and Payment Bonds shall be submitted to the ACO within 15 days of award.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EMERGENT DESIGN BUILD REPAIR RED HILL PIPING. FFP Repair fuel piping at the Red Hill Bulk Fuel Storage Facility in Honolulu, Hawaii. RFP N3943020D2225-X018 WO# 1700348 FOB: Destination PURCHASE REQUEST NUMBER: ACQR5873168 PSC CD: Z2NA	1	Project	\$3,898,564.00	\$3,898,564.00

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NET AMT \$3,898,564.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No. SC06002101420 Customer ACRN: AA MILSTRIP: SC06002101420				\$0.00

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NET AMT \$0.00

ACRN AA \$3,898,564.00  
 CIN: 00000000000000000000000000000000

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-NOV-2022	1	NAVFAC HAWAII ORLINO PERALTA 400 MARSHALL RD BLDG C27 JBPHH HI 96860-3139 808-474-3220 X267 FOB: Destination	N62478

000101 N/A N/A N/A N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 5CFX 254 033189 2I SC0600  
COST CODE: 2101420AA  
AMOUNT: \$3,898,564.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	\$3,898,564.00

Section 00 70 00 - Conditions of the Contract

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.228-15 (Dev)	Performance and Payment Bonds-Construction. (Deviation 2020-O0016)	JUN 2020
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract, (b) prosecute the work diligently, and (c) complete the entire work ready for use in accordance with the proposed schedule. The time stated for completion shall include final cleanup of the premises.

(End of clause)

### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,700 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

NAVY CONSTRUCTION / FACILITIES MANAGEMENT INVOICE

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

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

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N39430
Admin DoDAAC	N62478



Inspect By DoDAAC	N62478
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N62478
Accept at Other DoDAAC	
LPO DoDAAC	N62478
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

(g) WAWF point of contact.

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

orlino.r.peralta.civ@us.navy.mil

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

(End of clause)

Section 00 72 00 - General Conditions

WAGE DETERMINATION

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](http://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

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 BOIL0627-005 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 35.20	27.35

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 BRHI0001-001 08/31/2020

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons.....	\$ 45.95	29.59
Pointers, Caulkers and Weatherproofers.....	\$ 46.21	29.59

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 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

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 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; Signalman; Switchman; Highline Cableway Signalman; 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

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 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.

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 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

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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.		

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LABO0368-001 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, Kettleman, 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, establishing 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

unlading in storage area); Ground and Soil Treatment Work (Pest Control); Gunitite/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, Kettleman, 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; Sheet Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; 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; Striper (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.

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 LABO0368-002 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.

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 LABO0368-003 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)

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 PAIN1791-001 01/01/2021

	Rates	Fringes
Painters:		
Brush.....	\$ 38.90	30.09
Sandblaster; Spray.....	\$ 38.90	30.09

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 PAIN1889-001 07/01/2020

	Rates	Fringes
Glaziers.....	\$ 39.50	34.85
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* PAIN1926-001 02/28/2021		

	Rates	Fringes
Soft Floor Layers.....	\$ 37.77	32.07
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PAIN1944-001 01/05/2020		

	Rates	Fringes
Taper.....	\$ 43.10	29.90
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* PLAS0630-001 08/31/2020		

	Rates	Fringes
PLASTERER.....	\$ 43.69	31.68
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* PLAS0630-002 08/31/2020		

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 42.65	32.29
Trowel Machine Operators....	\$ 42.80	32.29
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PLUM0675-001 01/03/2021		

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...\$	51.43	24.55
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ROOF0221-001 09/06/2020		

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply)....\$	41.80	20.50
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SHEE0293-001 09/02/2018		

	Rates	Fringes
Sheet metal worker.....	\$ 42.55	27.44
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SUHI1997-002 09/15/1997		

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20

FENCE ERECTOR (Chain Link  
Fence).....\$ 9.33        1.65

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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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](http://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)).

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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.

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#### 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.

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END OF GENERAL DECISION

ORDER FOR SUPPLIES OR SERVICES

1 CONTRACT/PURCH ORDER/ AGREEMENT NO N3943020D2242 2 DELIVERY ORDER/ CALL NO N3943021F4122 3 DATE OF ORDER/CALL (YYYYMMDD) 2021 May 14 4 REQ / PURCH REQUEST NO 1300932471 5 P R I O R I T Y

6 ISSUED BY NAVFAC EXWC CODE N39430 7 ADMINISTERED BY (if other than 6) CODE 8 DELIVERY FOB

CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301

SEE ITEM 6

DESTINATION OTHER

(See Schedule if other)

9 CONTRACTOR CODE ODDY7 FACILITY 10 DELIVER TO FOB POINT BY (Date) 11 MARK IF BUSINESS IS

AUSTIN BROCKENBROUGH & ASSOCIATES LLC B. K. SADLER 1011 BOULDER SPRINGS DR STE 200

(YYYYMMDD) SEE SCHEDULE 12 DISCOUNT TERMS Net 30 Days

SMALL SMALL DISADVANTAGED WOMEN-OWNED

ADDRESS RICHMOND VA 23225-4950

13 MAIL INVOICES TO THE ADDRESS IN BLOCK

See Item 7

14 SHIP TO NAVFAC EXWC CODE N39430 15 PAYMENT WILL BE MADE BY CODE N68732

CODE CI11 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301

DFAS CLEVELAND CLEVELAND NORFOLK ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199-8022

MARK ALL PAC KAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16 DELIVERY/ X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract TYPE CALL OF PURCHASE REF: Reference your quote dated Furnish the following on terms specified herein REF:

ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

18 ITEM NO 19 SCHEDULE OF SUPPLIES/ SERVICES 20 QUANTITY ORDERED/ ACCEPTED\* 21 UNIT 22 UNIT PRICE 23 AMOUNT

SEE SCHEDULE

24. UNITED STATES OF AMERICA TEL: 805-982-2764

\* If quantity accepted by the Government is same as

quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. EMAIL: leighann.walker@navy.mil BY: Leigh A. Walker

CONTRACTING / ORDERING OFFICER

25 TOTAL \$210,000.00 26 DIFFERENCE S

27a QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE c DATE (YYYYMMDD) d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 28 SHIP NO 29 DO VOUCHER NO 30 INITIALS





Section 00 10 00 - Solicitation

UNDEFINITIZED TASK ORDER

This undefinitized task order is issued to Austin Brockenbrough & Associates to perform Architect-Engineer services at the Red Hill Bulk Fuel Storage Facility.

1. You are hereby directed to perform this work in accordance with the Statement of Work included herein.
2. The total price of this work shall not exceed \$420,000. The amount of funds obligated on this task order is \$210,000 which is equal to 50% of the not-to-exceed amount.
3. The contractor shall notify the Contracting Officer when 25%, 50%, and 75% of the funds obligated on this order have been expended.
4. Upon definitization, the final firm-fixed-price amount will be incorporated into this task order via a modification.
5. The schedule for definitizing this task order is as follows:

Proposal due date:	May 28, 2021
Negotiation date:	June 4, 2021
Definitization target date:	June 11, 2021

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Architect-Engineer Services FFP Assess Tank 20 Piping for Return to Service at Red Hill Bulk Fuel Storage Facility, Hawaii. WO# 1700384. FOB: Destination MILSTRIP: SC06002100971 PURCHASE REQUEST NUMBER: 1300932471 PSC CD: C1NA	1	Project	\$210,000.00	\$210,000.00 NTE
				MAX NET AMT	\$210,000.00
	ACRN AA CIN: 130093247100001				\$210,000.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	10-NOV-2021	1	NAVFAC EXWC [REDACTED] CODE CI11 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982 [REDACTED] FOB: Destination	N39430

### ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 5CFX 203 4606 0 01 254 0 P.2021 .00730.001 033189  
AMOUNT: \$210,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	130093247100001	\$210,000.00

Section 00 70 00 - Conditions of the Contract

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

### CLAUSES INCORPORATED BY REFERENCE

52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$420,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$210,000 dollars.

(End of clause)

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

(a) A Firm Fixed-Price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price proposal and other than certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal due date: May 28, 2021  
Negotiation date: June 4, 2021  
Definitization target date: June 11, 2021

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or

fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

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

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

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

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

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

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed-price contract not to exceed \$420,000.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

Invoice 2in1

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

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

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

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

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N39430
Admin DoDAAC**	N39430
Inspect By DoDAAC	N39430
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N39430
Accept at Other DoDAAC	
LPO DoDAAC	N39430
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

(g) WAWF point of contact.

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

Blanca.yanezl@navy.mil

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

(End of clause)

## STATEMENT OF WORK

### **1 INTRODUCTION**

This Statement of Work (SOW) defines Architect-Engineer services required to assess and report on piping associated with Red Hill Tank 20 at the Red Hill Bulk Fuel Storage Facility (Red Hill), Joint Base Pearl Harbor Hickam (JBPHH), Hawaii. As used throughout this SOW, the term "Contractor" refers to the prime contractor to whom this Task Order is awarded.

#### **1.1 Backround**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 1.2 Objective

Determine the most logical sequence of activities necessary to safely implement the Government priorities. The intent of this work is to:

- a. Determine and report root cause analysis (RCA) of the event
- b. Determine and report measures necessary to prevent a reoccurrence of the event
- c. Assess and report on conditions of the cross-tunnel and mainline JP-5 piping to determine its suitability to return to service

## 1.3 Government Technical Team

For this Task Order, technical and project manager roles have been designated which form the Government Technical Team (GTT). The Project Manager, the Project Engineer, and the Design Manager are the GTT. The GTT roles and responsibilities for this Task Order are listed in Table 1.

**Table 1 GTT Roles and Responsibilities**

Role	Responsibility
Project Manager	Cost, schedule, Contracting Officer Representative
Project Engineer	Technical content
Design Manager	Technical lead

## 2 ENGINEERING SERVICES

### 2.1 General

Provide means and methods to execute contract requirements. Provide appropriate subcontractor support from qualified companies, consultant(s), and specialists to execute this SOW.

For purposes of this work, the limits of the cross-tunnel piping is defined as the line side of the tank isolation double block and bleed valves. The limits for base bid work on the JP-5 mainline are the overhead tee at Tanks 11/12 to the end of the line near Tank 20. Cross-tunnel piping work is described in Table 2.1. Except for Tank 20 piping, the OOS segments have pups which have been removed and do not need to be assessed. Tank 20 piping is OOS but remains in place and must be assessed.

**Table 2.1 JP-5 Cross Tunnel Piping**

Tank	IS/OOS	Base Bid / Option Item
7	IS	O
8	IS	O
9	IS	O
10	IS	O
11	IS	B
12	IS	B
13	OOS	B
14	OOS	B
17	OOS	B
18	OOS	B
19	OOS	B
20	OOS	B

### 2.2 Safety and Occupational Health Requirements

- a. Lead safety oversight authority is FEAD NAVFAC Hawaii, Joint Base Pearl Harbor-Hickam (FEAD). Establish a POC with and follow directions from the FEAD. Submit matters of interpretation of standards to the safety oversight official for resolution before starting work.
- b. Provide the services of a qualified Site Safety and Health Officer.
- c. Comply with USACE EM385-1-1 and Task Order Specifications. Provide an Accident Prevention Plan (APP) for Govt acceptance.
- d. Should hot work be required, obtain a permit and proceed pursuant to Task Order Specifications.

- e. Minimum PPE are hard hat, long pants, safety shoes, high-visibility vest, hearing protection, and eye protection.
- f. Inspect and maintain scaffold or other means necessary for access to elevated surfaces.

## **2.3 Personnel**

### **2.3.1 Piping Inspector**

Provide services of an API-certified piping inspector with minimum five years verifiable experience performing fuel-piping inspections of the same type as required.

### **2.3.2 Nondestructive Examiner**

Examiners must meet minimum requirements for certification in ANSI/ASNT CP-189. Provide examiners certified to at least Level II for the applicable method to be deployed.

### **2.3.3 Project Engineer**

Provide a Project Engineer with at least 10-years experience in the inspection, design, repair of fuels pipelines or piping.

## **2.4 Tasks**

Assessment work must follow principles of API 570 using a certified piping inspector and the project engineer. Use guided wave ultrasonic testing (GWUT) from a qualified vendor to assess conditions within concrete bulkheads. Obtain thickness measurements using UT. Examine welds for cracks using shear wave ultrasonics or balanced field electromagnetic technique. Do not remove coating unless necessary to determine condition.

### **2.4.1 RCA Phase**

- a. Use a systematic approach, tools, and techniques led by the project engineer that will identify the root cause of the event. Safeguard data, information, findings, means, and methods in order to remain objective and independent. Do not share RCA information at any time outside the Government Technical Team (GTT) unless authorized to do so.
- b. Provide a list of documents, information, and interviews necessary to perform RCA. Update the list with new items as they become known. Notify the GTT should documents or information be unavailable, or interviews be unable to be performed.
- c. Gather data necessary to formulate basis for analysis. Review GFI. Consider the 2015 piping inspection report regarding relevant JP-5 piping information. Review the Dresser coupling designs versus existing conditions.
- d. Interview Government operator personnel, review operational plans, records, valve position data, notes, and documents. Establish sequence of events and relevant facts. Document pertinent conditions with high resolution photographs.
- e. Analyze data, events, and facts. Prepare and submit RCA report, sealed by the Project Engineer, identifying the root cause and contributory factor(s). Mark the report and electronic transmission FOUO//Unclassified//.
- f. Provide reports for Govt review per Attachment 1 Submittal Schedule.

### **2.4.2 Return to Service Assessment Phase**

- a. Gather data, review GFI, examine, inspect, and perform a hands-on assessment pursuant to principles of API 570 to ascertain whether the condition of the JP-5 mainline and cross-tunnel piping has changed since the 2015 inspection or due to the event.
- b. Perform GWUT of the JP-5 piping portions passing through the concrete bulkheads.
- c. Determine whether the JP-5 piping, tees, stands, supports, flanges, and Dresser couplings are suitable to return to service. Identify repairs necessary to return the JP-5 mainline and cross-tunnel piping to service.
- d. With respect to the root cause analysis and contributory factor(s), assess and provide a mitigation report which contains measures necessary to prevent a reoccurrence of the event
- e. Report findings and recommendations in a condition report to Govt
- f. Provide reports for Govt review per Attachment 1 Submittal Schedule.



### 2.4.3 Optional Work

- a. Perform a hydrostatic test of the JP-5 mainline and cross tunnel piping. Limits are Tanks 11/12 and the end of the line near Tank 20. Test pressure to be determined.

## 3 REFERENCES

Perform work pursuant to this RFP and the latest version of applicable UFC and DoD standards. Where the word “should” is used or intended in references, substitute with the word “shall”. References include the most recent editions of the following.

### American Petroleum Institute

- a. API 570 Piping Inspection Code: In-Service Inspection, Rating, Repair, and Alteration of Piping Systems
- b. API RP 574 Inspection Practices for Piping System Components

### ASME International

- a. ASME B31.3 Process Piping

### Unified Facilities Criteria (UFC)

- a. UFC 3-460-03 Petroleum Fuel Systems Maintenance

### US Army Corps of Engineers

- a. EM 385-1-1 Safety and Health Requirements Manual

## 4 GENERAL REQUIREMENTS

### 4.1 No Waiver by the Government

The failure of the Govt in any one or more instances to insist upon strict performance to any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or options on any future occasion.

### 4.2 Information Security

Security requirements apply to all contractors, subcontractors, and suppliers associated with this contract. In addition to special or extraordinary security requirements, comply with the following:

- a) Do not publicly disclose information concerning any aspect of the design or services relating to this contract, without prior written approval of the Contracting Officer.
- b) Do not disclose or cause to be disseminated information concerning the operations of the activity, operations of the activity’s security, or information regarding the continuity of operations.
- c) Do not disclose any information to any person not entitled to receive it. Failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.
- d) Direct to the Contracting Officer or Installation Security Officer for resolution all inquiries, comments or complaints arising from any matter 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.
- e) Coordinate photography with Installation requirements. Photo permit requests are processed by the Joint Base.
- f) This effort will result in an aggregation of information which is sensitive and is protected from disclosure. A non-disclosure agreement will be required. Certain documents must be labeled privileged from disclosure.

Deviations from or violations of any of the provisions of this section, will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and withdrawal of the Govt acceptance and approval of employment of the individuals involved.

### **4.3 Proprietary Rights**

All field notes, reports, recommendations, analysis, photos, findings, data, and documents collected and produced as part of this contract become property of the Govt. These data shall not be used, in whole or part, published or unpublished, as a part of any technical or non-technical presentation, or otherwise released by the Contractor without written approval of the Contracting Officer.

### **4.4 Installation Access**

Within five days after award, for workers requiring Red Hill access for the field review, submit request(s) for access and badges in accordance with Task Order Specifications, DBIDS for JBPHH, and FLCPH Badging Process. Submit requests for workers requiring access for subsequent field reviews as soon as they are identified but no later than 90-days prior to the planned trip. Fulfill required background investigation information requests within one week of initiation. For workers already in possession of DBIDS access, a CAC, or a Red Hill badge, coordinate access requirements with the COR.

### **4.5 Communication and Coordination**

Coordinate planned work activities with the GTT. Do not disclose or discuss findings, analysis, determinations, opinions, speculation, results, or conclusions with any party other than the Contracting Officer and the GTT. Report exceptions and deviations from this Statement of Work and Task Order Specifications to the Contracting Officer. Only the Contracting Officer has the authority to authorize work or de-scope work elements of this Task Order.

### **4.6 Qualified Personnel**

Provide qualified personnel to carry out work under this SOW. Provide a summary of personnel which summarizes how qualifications and certification requirements are met in the technical proposal. For RCA phase work, provide senior-level experienced personnel capable of providing an objective and impartial determination, regardless of the root cause or contributory factors.

#### **4.6.1 Conduct**

Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contracting Officer may in writing require the contractor to remove from work any of its personnel that the Govt reasonably determines are unqualified, fail to adequately perform tasks assigned to them, careless, objectionable, contrary to the public interest, or inconsistent with the best interests of National Security.

### **4.7 Submittal Requirements**

Unless otherwise noted, distribution means will be electronic. Distribution schedule is in Attachment 1.

### **4.8 Schedule**

#### **4.8.1 General**

Provide network analysis schedule utilizing the critical path method which represents the Contractor plan on how project work will be accomplished. Include a work breakdown structure for the entire project and logically reflect work sequences. Use Microsoft Project or equivalent software to build the schedule per phase. Present the schedule in Gantt chart format including task start dates, finish dates, and durations (in calendar days). Provide an update to the schedule every month.

## **5 DELIVERABLES**

### **5.1 Reporting**

Provide reports containing background data and information in appendices. Attachment 1 is the schedule of key submittals. Provide other submittals as required in Task Order Specifications.

Provide full resolution project photos monthly to the GTT on DVD media. Ensure photos are labeled or an appropriate log is provided which identifies the specific location of each photo and describes its contents.

### **5.2 Contractor Progress, Status, and Quality Management Report (CPSMR)**

Prepare and submit monthly a brief CPSMR. Use the CPSMR to review, evaluate, and report the overall progress and quality of the work as well as existing or potential problems. The CPSMR shall include for the reporting period:

- a) Summary of events
- b) Work performed
- c) Quality management activity
- d) Existing or potential problems and proposed solution
- e) Percent complete of each task
- f) Corrective action taken
- g) Outstanding issues

### 5.3 Meetings

#### 5.3.1 General

Schedule and conduct periodic meetings for the purpose of transferring information between the Contractor and Government personnel, and pursuant to contract requirements. These meetings will be at an agreed upon time between Government and Contractor. Record and submit minutes of these meetings in accordance with Attachment 1.

#### 5.3.2 Kickoff

Within 5-days after award, host a telephonic kickoff meeting to establish the responsibilities of parties involved, to discuss the schedule, and to ensure a mutual understanding of the scope. Lead the discussion of how specific project requirements will be met and periodicity of production meetings.

#### 5.3.3 Production Status

Host telephonic production meetings to discuss the status of work. The periodicity will depend on the phase, timeliness, and quality of the work as determined by the COR but no more frequent than bi-monthly. The purpose of the meetings includes, but is not limited to, review of activity, project status, and a general exchange of technical information. Participate in and facilitate meetings. Record and report to the COR all meetings minutes.

#### 5.3.4 Report Review

After review of the required 65% submittals, host telephonic review meetings. The purpose of the meetings includes, but is not limited to, discussion of review comments and quality management. The periodicity will depend on the phase, timeliness, and quality of the work as determined by the COR, but are not expected to be more frequent than once per 65% submittal. However, should timeliness or quality of the submittals require additional oversight as determined by the COR, design reviews at the 100% submittals will be required. The COR will advise if the 100% design review meetings are necessary.

## 6 PROPOSAL

### 6.1 Price

Provide detailed price proposal in accordance with MAC requirements. Provide a breakdown which includes all effort required to execute the work required in this SOW per phase, as shown in Table 6.2.

Table 6.2 Price Proposal

Submittal	Price
Administrative	\$
RCA Phase	\$
Return to Service Assessment Phase	\$
Total	\$

## 7 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI will be provided as separate attachments.

1. Red Hill Piping, Dresser Coupling Report 1999
2. Red Hill Piping, Dresser Coupling Report Addendum 1999
3. FLCPH Fuel Complex Access Guide
4. DBIDS for JBPHH
5. Application for Personnel and Vehicle Passes
6. Request for Photo Permit
7. Tanks 1-16 Replace Skin Valves Drawings 1995

- 8.. Piping Stress Analysis, 2004, Draft
- 9.. Tanks 18-20 Piping Schematic
- 10.. Plan to Assess Pipeline Integrity, 2014
- 11.. Red Hill Pipelines Inspection-Repair Report 2019
- 12.. Task Order Specifications
- 13.. Original Fuel Piping for Tanks 3-20
14. Conversion Project, 1960

**8 PERIOD OF PERFORMANCE**

The period of performance is expected to be 180 calendar days.

**9 PRIMARY POINTS OF CONTACT**

Contracting Office

NAVFAC EXWC Code ACQ72  
 1100 23rd Avenue  
 Pott Hueneme, CA 93043-4347  
 (805) 982- [REDACTED]

Contracting Officer Representative (COR)

NAVFAC EXWC Code CII 12  
 1000 23rd Avenue  
 Pott Hueneme, CA 93043  
 (805) 982- [REDACTED]

**KEY SUBMITTAL SCHEDULE**

Submittal Description	Submittal Schedule			Distribution
	Initial	Govt. Review	Final	
Incident Reports	24 hrs after	-	-	EC
Project Schedule	2WACA	1 week	-	EC
APP	3WACA	2 weeks	1 WAGR	EC
Meeting Minutes	2 BD after	-	-	EC
RCA Repmt 65%	2WACO	2 weeks		EC
RCA Repmt 100%	2WAGR	2 weeks		EC
Mitigation Measures Repmt 65%	2WACO	2 Weeks		
Mitigation Measures Repmt 100%	2WAGR	2 Weeks		
Return to Service Report 65%	2WACO	2 weeks		EC
Return to Service Report 100%	2WAGR	2 weeks		EC
Monthly CPSMR	[1]			EC
Meeting Minutes	2 BD after			EC

KEY			
WACA	Weeks after Contract Award	WAPPC	Weeks after Previous Phase Completion
WACO	Weeks after Completion of Applicable Work		
Govt Review	Number of weeks for Government review after receipt of submittal.	<b>0</b>	Include 1 CD-ROM
WAGR	Weeks after Government Review	<b>e</b>	Include 2 CD-ROMs
BD	Business days	<b>c)</b>	Daily reports emailed by 0800 Pacific

			time the following day.
EC	Electronic Copy	④	Minutes of meetings emailed no later than three working days after meeting.
HC	Hard Copy		
[1] – Monthly CPSMR shall be emailed by COB following the last work day of each month			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>21-Jun-2021</b>	4. REQUISITION/PURCHASE REQ. NO. <b>1300932471</b>	5. PROJECT NO.(If applicable) <b>1   6</b>
6. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301	CODE <b>N39430</b>	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AUSTIN BROCKENBROUGH & ASSOCIATES LLC B. K. SADLER 1011 BOULDER SPRINGS DR STE 200 RICHMOND VA 23225-4950		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. <b>N3943021F4122</b>		
		X 10B. DATED (SEE ITEM 13) <b>14-May-2021</b>		
CODE <b>ODDY7</b>	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>DFARS 252.217-7027 Contract Definitization</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>schreibw 21693</b> The purpose of this modification is to definitize this task order. See continuation page for a complete description.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <b>W. Vince Benedetti Principal</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>L. A. Walker</b> TEL: 805-443-6374 EMAIL: leighann.walker@navy.mil		
15B. CONTRACTOR/OFFEROR <i>W. Vince Benedetti</i> (Signature of Person Authorized to Sign)	15C. DATE SIGNED <b>6/18/2021</b>	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <b>6/21/2021</b>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE (SF 30)

The following have been added by full text:

MODIFICATION DESCRIPTION

This modification hereby definitizes Task Order N3943021F4122 for Architect-Engineer services at the Red Hill Bulk Fuel Storage Facility. The parties have mutually agreed to the following firm-fixed-price amounts:

<u>Description</u>	<u>Amount</u>
Base items of work	\$711,010
Option 1: Hydrotest Piping above Mainline DBB at Tanks 11/12	\$161,501
Option 2: Hydrotest Piping below Mainline DBB at Tanks 11/12	\$385,465

As a result of this modification, the total funded amount will increase by \$501,010 from \$210,000 to \$711,010.

Option 1 and/or Option 2 may be unilaterally exercised by the Government prior to the task order completion date.

All other terms and conditions of the task order remain the same.

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

**PROJECT OBJECTIVES**

Initial Assessment Report (Due 6/18/21)

Integrity Report (Due 7/9/21)

RCA Report (Due 8/16/21)

Suitability/Mitigation Report (Due 8/31/21)

**INITIAL ASSESSMENT REPORT PHASE (Due 6/18/21)**

1. Report will be in letter format. It will include:

1.1. Interim condition of the full Red Hill JP-5 piping system integrity.

1.2. The full System is defined here as covering two sections of the Red Hill JP-5 Piping System.

1.2.1. The "Upper" section is the JP-5 piping above the 18" DBB at Tk 12 up to and past Tk 20.

1.2.2. The "Lower" section is the JP-5 piping below the 18" DBB at Tk 12 down to Surge Tk 2.

1.3. With regards to the "Lower" Section:

1.1.1.1. How much can be put back into service now?

1.1.1.2. How much cannot be used until further investigation/repair is conducted?

1.2. With regards to the "Upper" Section, what is the condition of that Section?

1.4. What can be ruled out as Root Cause (% of confidence in that assessment)

1.5. What is the most likely Root Cause (% of confidence in that assessment)

**FULL SYSTEM INTEGRITY REPORT PHASE (Due 7/9/21)**

1.1. Update the interim condition report of June 18 and confirm where possible

1.2. Provide recommendations on:

- 1.1.1.1.
- 1.1.1.2. What portions of the JP-5 system can be immediately returned to service?
- 1.1.1.3. What portions require completing the RCA before returning them to service?
- 1.1.1.4. What portions of the JP-5 system can be quickly returned to service?
- 1.1.1.5. What must be done before those portions are returned to service?
- 1.1.1.6. What portions require repair before returning them to service?
- 1.1.1.7. What repairs will be needed?

**RETURN TO SERVICE LETTER PHASE (JP-5 line below RH Tanks 11/12 Mainline DBB Valve)  
(Due Date TBD)**

- 1. Letter describing how to return JP-5 piping system to service below the Mainline DBB Valve at Red Hill Tk 2.
- 2. What are the hydrotest Requirements Description for JP-5 Piping System:
  - 2.1. Regulations Governing
  - 2.2. Pressure Needed
  - 2.3. What Product to test with (water, fuel)

**ROOT CAUSE ANALYSIS (RCA) PHASE (Due Date 8/16/21)**

Trip #1: RCA SITE VISIT One (Develop Flow Schematic):

- 1.1. Document JP-5 system flow schematic from UGPH/Surge Tank 2 to Tank 20
- 1.2. Search Plan rooms for relevant documents

Trip #2; RCA SITE VISIT Two (Verify General Operations and Verify Operations at Time of Event):

- 1.3. Meet with FLC staff
- 1.4. Determine which motorized valves to be examined by valve/actuator technicians.

Trip #3; RCA SITE VISIT Three (Valve Inspection):

- 1.5. Work with valve/actuator technicians to examine/test selected motorized valves.
- 2. FLOW SCHEMATIC - Generate up to date flow schematic based upon not-yet submitted GFI AFHE flow diagram updated by field data.
- 3. DOCUMENT SEQUENCE OF EVENTS
- 4. REVIEW PAST STUDIES AND REPORTS
- 5. MOTORIZED VALVE/ACTUATOR TESTING AND INSPECTION – Run selected valves through their paces to demonstrate closure and modulating speeds under various conditions in order to more accurately simulate their effects on surge. Inspect valves and actuators to extent possible to determine any issues.
- 6. HYDRAULIC AND SURGE ANALYSIS – Build hydraulic model of the JP-5 system (Tanks RH20 through ST02) using KYPIPE in SURGE program. Build surge model using SURGE. Use flow schematic updated by Site Visit. Run to determine what created the surge pressure necessary to create the observed piping displacement. Use valve opening/closure speeds determined by valve testing/inspection site visit to create surges. As Basis of Estimate assume 10 runs with 10 additional runs based on Govt comments.
- 7. FLEXIBILITY AND STRESS ANALYSES – Build model for RHTF (Tanks RH20 through RH01). Use CAESAR to analyze JP-5 (w/ F-24 connections) pipe movement based upon existing pipe information updated to match new flow schematic, and new valve closure times determine by the Valve and Actuator Inspection Site Visit. Attempt to determine pressure required to create observed pipe displacement. As Basis of Estimate assume 5 runs with 5 additional runs based on Govt comments.
- 8. RCA REPORT
  - 8.1. Executive Summary
  - 8.2. Introduction
  - 8.3. Background - Describe and incorporate Prior Studies and Reports with Summary of Results/Recommendations
  - 8.4. Analyses
    - 8.4.1. Physical Damage Assessment – Fuel Piping/Fittings/Valves.
    - 8.4.2. Physical Damage Assessment - Stress Analysis
    - 8.4.3. Other Physical Damage Assessment (ductwork, electrical, ceiling panels, pipe supports)
    - 8.4.4. Sequence of Events
    - 8.4.5. Valve Analysis - Inspection Results
    - 8.4.6. Surge Analysis - Basic Surge Analysis of the Sequence of Events
  - 8.5. Conclusions
  - 8.6. Appendices – Flow Schematics, etc.



**JP-5 SUITABILITY FOR SERVICE (SFS) PHASE (Due 8/31/21)**

1. Trip #4: API-570 INSPECTION SITE VISIT:

- 1.1. Covers JP5 and F24 Piping Connections above mainline DBB at RH TKs 11/12.
- 1.2. Visual Inspection and Pipe Displacement Documentation
- 1.3. Weld Inspection Report (RT, shear wave, eddy current)
- 1.4. GWUT REPORT of piping inside concrete walls and anchors
- 1.5. API-570 Inspection Report

2. SUITABILITY FOR SERVICE REPORT

- 2.1. Executive Summary
  - 2.2. Introduction
  - 2.3. Background
  - 2.4. API 570 Inspection Results
    - 2.4.1. Physical Damage Assessment (not just fuel piping/fittings/valves but also ductwork, electrical, ceiling panels, pipe supports)
    - 2.4.2. Weld Inspection
    - 2.4.3. GWUT
    - 2.4.4. Hydrotest
  - 2.5. Recommendations/Conclusions
  - 2.6. Appendices - Field Reports, Inspection Reports (InterSpec, LLC), etc.
3. Trip #5: OPTION - SUPERVISE HYDROTEST:  
3.1. Supervise Hydrotest of JP-5 piping below 18" Mainline DBB to Surge Tk 2.
4. Trip #6: OPTION - SUPERVISE HYDROTEST:  
4.1. Supervise Hydrotest of JP-5 and F-24 piping above the 18" Mainline DBB to Tk 20

**MITIGATION MEASURES (PREVENT REOCCURRENCE) PHASE (Due 8/31/21)**

1.1. OPERATIONAL CHANGES

- 1.1.1. Sequence of Operations – Manual operations changes
- 1.1.2. Sequence of Operations – Changes to Control Systems Software (settings, etc.)
- 1.1.3. Valve Changes

1.2. PHYSICAL CHANGES

- 1.2.1. Controls and Instrumentation System
- 1.2.2. Dresser Coupling/Bellows/Flexible Connectors
- 1.2.3. Piping, Fittings, Valves, Equipment Ratings: 150# versus 300#
- 1.2.4. Surge Relief
- 1.2.5. JP-5 and F-24 Systems Interconnects and Impacts on Each Other (WVB)

1.3. PR BASIC HYDRAULIC AND SURGE ANALYSIS – Using recommended changes above choices, tweak hydraulic model of the JP-5 system (Tanks RH20 though ST02) using KYPIPE in SURGE program. Tweak surge model using SURGE. As Basis of Estimate assume 10 runs with 10 additional runs based on Govt comments.

1.4. PR BASIC FLEXIBILITY AND STRESS ANALYSES – Using options from above choices, tweak CAESAR model (Tanks RH20 through RH01). As Basis of Estimate assume 5 runs with 5 additional runs based on Govt comments.

1.5. SHORT TERM RECOMMENDATIONS

1.6. LONG TERM RECOMMENDATIONS

**SUBS**

InterSpec LLC - Sub for API-570, Visual Inspection, GWUT, Weld Inspection

Valve Service & Supply - Sub for Valve and Actuator Inspection

**ASSUMPTIONS**

- A/E cars can access RH parking unescorted.
- A/E can access RH unescorted.
- A/E to provide Valve/Actuator/570/NDT Technicians as Subs.
- All deliverables are electronic.
- Govt to Provide NIWC/AFHE Contractor Presence during the Valve/Actuator Inspection to:

- witness the inspection and discuss the results work.
- discuss how the AFHE control system and the motorized vales interact.
- Govt to provide pipe cutting, pipe welding, flanges, etc. to facilitate hydrotesting above mainline DBB.
- Govt to provide fluid for hydrotesting.
- Govt to Drain, Store, and Dispose of Line Contents if Necessary.
- Govt to Drop Valves for Inspection and Reinstall When Done if Necessary.
- Govt to Provide Valve Spare Parts if Needed for Re-installation.
- Govt to Provide AFHE Personnel during Valve Inspection to Witness and Answer Questions.
- Govt to Provide Ladders.
- Govt to Provide Photo Badges and Access for Unescorted Brockenbrough Access.
- Govt will Provide RH Badges to Subs or will Provide Escort for Subs.

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$501,010.00 from \$210,000.00 to \$711,010.00.

CLIN 0001

The IDC type has changed from Indefinite Quantity to N/A.

The unit price amount has increased by \$501,010.00 from \$210,000.00 to \$711,010.00.

The cost constraint NTE has been deleted.

The total cost of this line item has increased by \$501,010.00 from \$210,000.00 to \$711,010.00.

The following Delivery Schedule Item has been deleted from CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
10-NOV-2021	1	NAVFAC EXWC CATHERINE ROSSETTI CODE CI11 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-3761 FOB: Destination	N39430

The following Delivery Schedule item has been added to CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-SEP-2021	1	NAVFAC EXWC CATHERINE ROSETTI CODE CI11 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-3761 FOB: Destination	N39430

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$501,010.00 from \$210,000.00 to \$711,010.00.

CLIN 0001:

AA: 97X4930 5CFX 203 4606 0 01 254 0 P.2021 .00730.001 033189 (CIN 130093247100001) was increased by \$501,010.00 from \$210,000.00 to \$711,010.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 31-Aug-2021	4. REQUISITION/PURCHASE REQ. NO. 1300932471	1   2	
6. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301	CODE N39430	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AUSTIN BROCKENBROUGH & ASSOCIATES LLC B. K. SADLER 1011 BOULDER SPRINGS DR STE 200 RICHMOND VA 23225-4950		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. N3943021F4122		
		X 10B. DATED (SEE ITEM 13) 14-May-2021		
CODE ODDY7	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.217-7027 Contract Definitization				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: schreibw21867 See continuation page for modification description.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM C. SCHREIBER / CONTRACTS TEL: (805) 982-5570 EMAIL: william.schreiber@navy.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <i>William C. Schreiber</i> (Signature of Contracting Officer)	01-Sep-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE (SF 30)

The following have been added by full text:

MOD P00002 DESCRIPTION

The purpose of this modification is to add funds for the contractor's labor and expenses that were incurred prior to the definitization of this task order but were unintentionally omitted from the definitization proposal.

As a result of this modification, the total funded amount will increase by \$94,504 from \$711,010 to \$805,514.

All other terms and conditions of the task order remain the same.

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$94,504.00 from \$711,010.00 to \$805,514.00.

CLIN 0001

The unit price amount has increased by \$94,504.00 from \$711,010.00 to \$805,514.00.

The total cost of this line item has increased by \$94,504.00 from \$711,010.00 to \$805,514.00.

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$94,504.00 from \$711,010.00 to \$805,514.00.

CLIN 0001:

AA: 97X4930 5CFX 203 4606 0 01 254 0 P.2021 .00730.001 033189 (CIN 130093247100001) was increased by \$94,504.00 from \$711,010.00 to \$805,514.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 14-Mar-2022	4. REQUISITION/PURCHASE REQ. NO. 1300932471	1   3	
6. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301		CODE N39430	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AUSTIN BROCKENBROUGH & ASSOCIATES LLC B. K. SADLER 1011 BOULDER SPRINGS DR STE 200 RICHMOND 23225-4950			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N3943021F4122	
			X	10B. DATED (SEE ITEM 13) 14-May-2021	
CODE ODDY7		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: schreibw 22652 Prepared by: schreibw POL: Mod to add additional Tasking as part of the PACFLT Investigation					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Jeffrey W. King - Director - Fuels Infrastructure			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William C. Schreiber		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 3/14/2022	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		
			16C. DATE SIGNED		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE (SF 30)

The following have been added by full text:

MOD P00003 DESCRIPTION

The purpose of this modification is to add additional tasking as part of the PACFLT Investigation in accordance with the Statement of Work dated January 5, 2022 and the contractor's proposal (rev 1) dated January 28, 2022. The total cost for this additional work is \$69,428 with a period of performance of 90 days from the effective date of this modification.

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

Clarification from Mod P00001:

The Option Items identified in Mod P00001 may be unilaterally exercised by the Government prior to the task order completion date of the repair task order (N3943021F4207) associated with this project. The task order completion date of this task order is extended to November 30, 2022 in order to match the current completion date of the repair task order.

SECTION 00 10 00 - SOLICITATION

The total cost of this contract was increased by \$69,428.00 from \$805,514.00 to \$874,942.00.

CLIN 0001

The unit price amount has increased by \$69,428.00 from \$805,514.00 to \$874,942.00.

The total cost of this line item has increased by \$69,428.00 from \$805,514.00 to \$874,942.00.

The following Delivery Schedule Item has been deleted from CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-SEP-2021	1	NAVFAC EXWC CATHERINE ROSETTI CODE CI11 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-3761 FOB: Destination	N39430

The following Delivery Schedule item has been added to CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
30-NOV-2022	1	NAVFAC EXWC CATHERINE ROSETTI CODE CI11 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-3761 FOB: Destination	N39430

#### Accounting and Appropriation

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$69,428.00 from \$805,514.00 to \$874,942.00.

##### CLIN 0001:

AA: 97X4930 5CFX 203 4606 0 01 254 0 P.2021 .00730.001 033189 (CIN 130093247100001) was increased by \$69,428.00 from \$805,514.00 to \$874,942.00

(End of Summary of Changes)



**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
1300978654

PAGE 1 OF 32

2. CONTRACT NO. N0060422P4022	3. AWARD/EFFECTIVE DATE 31-Dec-2021	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION	a. NAME		b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

INFORMATION CALL:

9. ISSUED BY CODE N00604 10. THIS ACQUISITION IS  UNRESTRICTED OR SET ASIDE: \_\_\_\_\_ % FOR:

NAVSUP FLC PEARL HARBOR  
1942 GAFFNEY ST  
STE 100

SMALL BUSINESS  
HUBZONE SMALL

WOMEN-OWNED SMALL BUSINESS (WOSB)  
ELIGIBLE UNDER THE WOMEN-OWNED  
SMALL BUSINESS PROGRAM

NAICS:

ATTN: ROBERT DUNN  
PEARLHARBOR HI 96860-4549

BUSINESS

EDWOSB

541611

TEL:

SERVICE-DISABLED  
VETERAN-OWNED  
SMALL BUSINESS

8(A)

SIZE STANDARD:  
\$16,500,000

FAX:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS NET 30

13b. RATING

13a. THIS CONTRACT IS A  
RATED ORDER UNDER  
DPAS (15 CFR 700)

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO CODE N00604

16. ADMINISTERED BY

CODE

(N00604) IAW  
NATHAN HONG

**SEE ITEM 9**

NAVSUP FLC FUEL DEPARTMENT, CODE 700  
NEOSHO AVE, BLDG 1757  
JOINT BASE PEARL HARBOR HIC HI 96860

17a. CONTRACTOR/OFFEROR CODE 1ENB3 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE N50083

POND & COMPANY  
POND

DEFENSE FINANCE AND ACCOUNTING SERVICE  
NAVY ERP - NAVSUP  
P.O. BOX 998022

3500 PARKWAY LN STE 500  
PEACHTREE CORNERS GA 30092-2861  
TELEPHONE NO

CLEVELAND OH 44199-8022

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK

SUCH ADDRESS IN OFFER

BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
--------------	------------------------------------	--------------	----------	----------------	------------

**SEE SCHEDULE**

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

See Schedule

\$2,408,964.80

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER

(TYPE OR PRINT)

30c. DATE SIGNED

1/3/22

31b. NAME OF CONTRACTING OFFICER

(TYPE OR PRINT)

/ Contract Specialist

31c. DATE SIGNED

31-Dec-2021

TEL:

EMAIL:

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 32

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months	\$179,372.40	\$2,152,468.80
	DATA ANALYSIS SUPPORT SERVICES				
	FFP				
	Data Analysis Support Services in accordance with PWS contained herein.				
	FOB: Destination				
	MILSTRIP: 1300978654				
	PURCHASE REQUEST NUMBER: 1300978654				
	PSC CD: R799				
					NET AMT
					\$2,152,468.80
	ACRN AA				
	CIN: 130097865400001				
					\$2,152,468.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Group	\$256,496.00	\$256,496.00 NTE
	TRAVEL				
	FFP				
	All travel shall be in accordance with FAR 31.205-46 at a not to exceed amount of two hundred fifty-six thousand four hundred ninety-six dollars.				
	FOB: Destination				
	MILSTRIP: 1300978654				
	PURCHASE REQUEST NUMBER: 1300978654				
	PSC CD: R799				
					NET AMT
					\$256,496.00
	ACRN AB				
	CIN: 130097865400002				
					\$256,496.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 31-DEC-2021 TO 30-DEC-2022	N/A	(N00604) IAW NATHAN HONG NAVSUP FLC FUEL DEPARTMENT, CODE 700 NEOSHO AVE, BLDG 1757 JOINT BASE PEARL HARBOR HIC HI 96860 808-473-7831 FOB: Destination	N00604
0002	POP 31-DEC-2021 TO 30-DEC-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00604

ACCOUNTING AND APPROPRIATION DATA

AA: 1721804 9U3N 251 69231 0 050120 2D 000000  
 COST CODE: A00006489683  
 AMOUNT: \$2,152,468.80

AB: 1721804 9U3N 220 69231 0 050120 2D 000000  
 COST CODE: A00006489683  
 AMOUNT: \$256,496.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	130097865400001	\$2,152,468.80
AB	0002	130097865400002	\$256,496.00

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	DEC 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2021
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2021
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

\_\_\_ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

- \_\_\_\_(ii) Alternate I (MAR 2020) of 52.219-7.
- \_\_\_\_(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_(17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).
- \_\_\_\_(ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_\_(iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_\_(iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_\_(v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_\_(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_(ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_\_(19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- \_\_\_\_(20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- \_\_\_\_(22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- \_\_\_\_(ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_\_(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_\_(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_(ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_(ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).



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

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

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

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

X (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

\_\_\_\_(ii) Alternate I (OCT 2015) of 52.223-13.

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

\_\_\_\_(ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

\_\_\_\_(ii) Alternate I (JUN 2014) of 52.223-16.

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

\_\_\_\_(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_(47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_(ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_(48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_(ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_(iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_(iv) Alternate III (JAN 2021) of 52.225-3.

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

\_\_\_\_(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

\_\_\_\_(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

\_\_\_\_(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

\_\_\_\_(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_(ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of

law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

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

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

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

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

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

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

\_\_\_\_(7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

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

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

(End of clause)

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

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

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

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

COMBO

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N50083
Issue By DoDAAC	N00604
Admin DoDAAC**	N00604
Inspect By DoDAAC	N/A
Ship To Code	N40295 PHBR
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N40295 PHBR
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

N/A

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

(End of clause)

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT  
NAVAL SUPPLY SYSTEMS COMMAND, FLEET LOGISTICS CENTER, PEARL HARBOR****1. BACKGROUND:**

NAVSUP Fleet Logistics Center Pearl Harbor's Fuel Department is responsible for operating, sustaining, restoring and modernizing Petroleum, Oil and Lubricant (POL) infrastructure in order to maximize operational readiness. Since 2014, the Fuel Department has experienced several fuel leaks and releases throughout the fuel facility. There are multiple investigations being conducted on recent and prior leaks and releases. The requests for information (RFI) from Congress, regulators, elected officials, and investigation teams has significantly affected the time available to Fuel Department management personnel to perform the basic management functions fuel operations require.

**2. OBJECTIVE/SCOPE:**

NAVSUP Fleet Logistics Center Pearl Harbor has a requirement for services including consulting, providing technical support, technical writing, knowledge management, cataloging information, generating briefs and reports, digital mapping, and digitization of hardcopy records. These services advise and assist the Government as the Subject Matter Expert (SME) in data management, analysis strategies, and response to senior level RFIs. This support requires personnel familiar with the Red Hill Bulk Fuel Storage Facility, pipelines, valves, hydrants, and appurtenances on Joint Base Pearl Harbor Hickam (JBPHH) and in the City and County of Honolulu, State of Hawaii (Red Hill Fuel Facility).

The Contractor shall provide support services in the following consulting and technical areas: (1) technical writing in regards to the Red Hill Fuel Facility; (2) developing reports and briefs for senior officials; (3) knowledge management to catalog information, create digital maps, and convert hardcopy records to a digital format. High-level objectives and responsibilities are described below. High-level objectives are not unique to one specific task and may be represented across multiple tasks. Specific tasks are listed in Section 3 – Performance Requirements.

- Enhance the strategic reporting capabilities of the infrastructure and operations of the NAVSUP Fleet Logistics Center Pearl Harbor Fuel Department and provide experienced and knowledgeable support staff with experience with strategic reporting in response to RFIs.
- Have a broad knowledge and understanding of Navy Fuel operations and maintenance and specifically have experience with the Red Hill Fuel Facility. A close familiarity with NAVSUP Fleet Logistics Center Pearl Harbor fuel related processes and understanding of NAVSUP Fleet Logistics Center Pearl Harbor Fuel Department operations is required.
- Provide business smart and operationally sound process improvements, and help determine the most cost effective means for writing and presenting RFIs, reports, and briefs on petroleum repair, maintenance and operations.
- Provide support to the various programs managers within NAVSUP Fleet Logistics Center Pearl Harbor.
- Assist in the development, implementation and execution of data gathering and reporting initiatives.
- Perform skilled data analytics to support recommendations related to RFI responses, briefs and reports.
- Create technical documents and manuals; explain complex information in a clear and concise manner and working with engineering and operations staff to ensure accuracy of product descriptions.
- Provide both commercial and federal energy industry insight.
- Provides advisory and assistance on a number of interest areas, which includes: Data Automation and Data Visualization.

**3. PERFORMANCE REQUIREMENTS**



This section of the PWS defines the performance requirements and the performance results the government intends to measure the contractor's performance.

- 3.1. TASK 1- Enhance NAVSUP Fleet Logistics Center Pearl Harbor reporting capability and increase response times. Task 1 Background: Due to the increased requirements for reporting, NAVSUP Fleet Logistics Center Pearl Harbor has a requirement to collect, organize, and prepare for distribution of briefs, records and RFIs.
  - 3.1.1. The Contractor shall develop new data management and reporting capabilities to track the compliance of formal and informal RFIs. Provide support to develop an organized, categorized software suite of information to quickly access the information for responses to RFIs. Any data management systems or reporting systems created by the contractor must be useable on government systems and are the property of the government. Contractor must ensure FLC Pearl Harbor personnel are able to use and have full access, to include editing, to any software suite of information that is developed as part of this contract.
    - 3.1.1.1. The Contractor shall conduct an assessment of the data management and reporting requirements of NAVSUP Fleet Logistics Center Pearl Harbor Fuel infrastructure and operations, making a recommendation on how to best implement a solution to address these needs. The recommendations and proposed solution shall consider how to best integrate existing information by category for ease of reporting.
    - 3.1.1.2. The Contractor shall present and execute a plan for developing the new data management and reporting capabilities solution.
    - 3.1.1.3. The Contractor shall define and establish a process for the development of the knowledge management system. This shall include the process, timeline, and set of stakeholders involved in the development of technically written responses to RFI and the development of a knowledge management system. In addition, it shall include the methodology and types of analysis required to define the work execution plan and associated budget to meet the requirements.
    - 3.1.1.4. The Contractor shall collect all existing Red Hill data and input the information into the newly developed database or data library.
  - 3.1.2. The Contractor shall develop enhancements to the current data management and reporting capabilities for fuel assets, infrastructure and operations. The requirement is to improve user-friendliness, data integrity, and incorporate new emerging data fields, metrics, and other reporting requirements. Enhancement support services shall include:
    - 3.1.2.1. Enhancements shall cover data management, program analysis, data integrity and reporting capabilities for operations and maintenance of the Red Hill Fuel Facility.
    - 3.1.2.2. Informational Briefings and User Guides for enhancements: The Contractor shall conduct an informational briefing and develop or update user guides and other instruction documents for each information-sharing enhancement that is/are implemented.
  - 3.1.3. Informational Briefings, User Guides, and RFI Responses.
    - 3.1.3.1. The Contractor shall provide informational briefings that support in-person and virtual participation for reporting requirements of the NAVSUP Fleet Logistics Center Pearl Harbor Fuel Department.
    - 3.1.3.2. The Contractor shall develop written user guides, desk references, and other instruction

documents that provide systematic processes on how to execute key actions in a database, SharePoint, or share drive.

- 3.1.3.3. The Contractor shall author, review and edit RFIs, identifying all mandatory requirements, deliverables and milestones resulting in completed RFIs to publish to key stakeholders, regulators, and senior officials.
- 3.1.4. Database Maintenance Activities.
  - 3.1.4.1. The Contractor shall maintain all information in a single, cataloged location.
  - 3.1.4.2. The Contractor shall conduct weekly back-ups.
  - 3.1.4.3. The Contractor shall implement monthly System Administrator updates.
  - 3.1.4.4. The Contractor shall provide targeted information briefings and desk side assistance to Program Managers and other stakeholders with the database/storage functionality.
  - 3.1.4.5. The Contractor shall assist NAVSUP Fleet Logistics Center Pearl Harbor with generating reports in support of daily operations.
  - 3.1.4.6. The Contractor shall prepare a weekly report that provides details on RFI progress, upcoming briefs and reports.
- 3.1.5. Improve and enhance Fleet Logistics Center Pearl Harbor Fuel Department databases, share drives; excel spreadsheets, and power point briefs.
  - 3.1.5.1. The contractor shall develop new data management and reporting capabilities to develop, organize, and build a cache of ready for issue responses to past, current, and future RFIs.
    - 3.1.5.1.1. The Contractor shall conduct continual assessments and make recommendations on how existing information as it applies to NAVSUP Fleet Logistics Center Pearl Harbor's RFIs, required briefs and/or reports.
    - 3.1.5.1.2. The Contractor shall develop a plan for integrating recommendations that have been reviewed and approved by NAVSUP Fleet Logistics Center Pearl Harbor, into the existing systems and processes. Solution can include options other than Microsoft Access; however, alternate platforms will need to be supported by NMCI.
    - 3.1.5.1.3. The Contractor shall author, review and edit RFIs, identifying all mandatory requirements, deliverables and milestones resulting in a completed RFI to publish to key stakeholders, regulators, and senior officials.
  - 3.1.5.2. Develop enhancements to the current data management and reporting capabilities to improve user-friendliness, data integrity, and incorporate new emerging data fields, metrics, and other reporting requirements.
    - 3.1.5.2.1. The Contractor shall conduct beta testing and demonstrations of the new functionality for each version enhancement with the Fuel Department and NAVSUP Fleet Logistics Center Pearl Harbor Front Office Staff with the objective of allowing users to become familiar with and provide comments on the new capabilities.
    - 3.1.5.2.2. The Contractor shall conduct informational briefings and develop or update user guides and other instruction documents for each database enhancement that is implemented.

- 3.1.5.3. Conduct informational briefings and develop or update user guides and other instruction documents for each database enhancement that is implemented.
  - 3.1.5.3.1. The Contractor shall conduct informational briefings that support in-person and virtual participation for personnel on the functionality of the most recent informational updates.
  - 3.1.5.3.2. The Contractor shall provide written user guides, desk references, and other instruction documents that provide systematic processes on how to execute key actions in a database or other knowledge management portal.
- 3.1.5.4. Provide troubleshooting and resolving technical issues.
  - 3.1.5.4.1. The Contractor shall provide weekly back-ups.
  - 3.1.5.4.2. The Contractor shall implement monthly System Administrator updates.
  - 3.1.5.4.3. The Contractor shall provide targeted training and desk side assistance to the Fuel Department and Front Office Leadership.
  - 3.1.5.4.4. The Contractor shall assist NAVSUP Fleet Logistics Center Pearl Harbor with generating reports in support of daily information requests. Be prepared to respond to RFIs within 24 hours.
  - 3.1.5.4.5. The Contractor shall prepare weekly reports on status of knowledge management, technical writing accomplishments, data management, and digital products.
- 3.1.5.5. Migration and Security: The Contractor shall work closely with NAVSUP Fleet Logistics Center Pearl Harbor Code 303 to ensure information security.
- 3.2. TASK 2- Refinement of existing information into clear and coherent technical information. Task 2 Background: This task requires skilled wordsmithing, distillation of technical information, and writing tailored to government/public sector clients. The writer must have experience with the Red Hill Fuel Facility.
  - 3.2.1. The Contractor shall provide documentation of clear and coherent technical information, distillation of the technical complexities of the Red Hill Fuel Facility, writing that addresses mandatory requirements/information requested, and is appropriate for the end client/readers.
  - 3.2.2. The Contractor shall work with internal Proposal and Business Development teams to ensure finalized documents meets requirements.
  - 3.2.3. The Contractor shall meet with proposal teams, marketing teams, writers, colleagues, and managers to discuss technical problems.
- 3.3. TASK 3- Development of knowledge management system for technical writing in response to current and future RFIs, briefs, or reports. RFIs are estimated at fifty (50) per month. **At a minimum the Government requires onsite subject matter expertise support in Operations, Maintenance, and Knowledge Management areas.**
  - 3.3.1. The Contractor shall define and establish a process for the development of the knowledge management system. This shall include the process, timeline, and set of stakeholders involved in the development of technically written responses to RFI and the development of a knowledge management system. In addition, it shall include the methodology and types of analysis required to define the work execution plan and associated budget to meet the requirements.
  - 3.3.2. The Contractor shall update and maintain all Process Documentation and Reference Materials.

- 3.3.3. The Contractor shall provide strategic advice and technical and analytical support in response to RFIs on operations and maintenance of the Red Hill Fuel Facility.
    - 3.3.3.1. The Contractor shall conduct data mining, data organization, and use the categorization system for all information related to the Red Hill Fuel Facility.
  - 3.3.4. Provide strategic advice and technical, analytical, and management support across the Red Hill Fuel Facility.
    - 3.3.4.1. The Contractor shall provide technical and analytical support on Strategic Studies and Initiatives.
      - 3.3.4.1.1. The Contractor shall provide technical and analytical support and strategic advisory assistance to NAVSUP Fleet Logistics Center Pearl Harbor on ongoing and emerging special studies, RFIs and investigations. In addition, the Contractor shall provide assistance in preparing responses to internal and external requests associated to these studies, RFIs and investigations.
      - 3.3.4.2. The Contractor shall provide Subject Matter Expertise on relevant topics: NAVSUP Fleet Logistics Center Pearl Harbor requires Subject Matter Experts on a variety of topics such as DoD fuel policy, DoD fuel operations and maintenance. Contractor support must have relevant experience at the Red Hill Fuel Facility.
      - 3.3.4.3. Support for key events and workshops: The Contractor shall provide technical, analytical, and facilitation advice and support to NAVSUP Fleet Logistics Center Pearl Harbor, for key events and workshops such as Town Halls, Fuel Tank Advisory Committee meetings, and other military and public events. Support may include defining the topics and objectives for these workshops, making recommendations on event format and structure, assisting with facilitation, and capturing and tracking follow-ups and action items. Key event and workshop support may require travel at the discretion and approval of the COR and the Contracting Officer (CO).
- 3.4. TASK 4 – Provide Program and Contract Management Support
- 3.4.1. The Contractor shall provide the necessary resources to effectively oversee the performance of all requirements as defined herein. Within this responsibility, the Contractor shall develop and implement a quality control and management oversight plan to effectively manage the staff and the performance per the performance standards established herein.
  - 3.4.2. The Contractor shall ensure the support is properly accomplished and ensure accountability and auditability. The Contractor shall develop and deliver a weekly status report. The Contractor shall prepare the weekly status report to detail the accomplishments to date, projected activities and a schedule to accomplish those projected activities. This report shall also project the availability of Contractor resources and include copies of completed deliverables. This report shall be provided electronically and in person to the NAVSUP Fleet Logistics Center Pearl Harbor on the first working day of each week. If NAVSUP Fleet Logistics Center Pearl Harbor determines reports are insufficient for any reason, the Contractor shall revise the report to acceptable levels and resubmit it within four (4) calendar days. Copies of deliverables due weekly will be provided with weekly contract status report.
  - 3.4.3. The Contractor shall meet at a minimum every week with the COR or their designee and other Government representatives, at the discretion of the COR or designee, to review Contract performance. There may be conditions where the Contractor will meet more frequently due to unanticipated circumstances.

- 3.4.4. The Contractor shall, within ten (10) business days following the award date, attend a Kick-Off/Post Award Meeting, with NAVSUP Fleet Logistics Center Pearl Harbor, to review contract goals and objectives, and to discuss technical requirements, administrative matters, security requirements, project transition, Government Furnished Information/Materials/Equipment (GFI/GFM/GFE), the milestone schedule, review cycles, and invoicing, and as otherwise necessary.
- 3.4.4.1. The Contractor shall prepare and present its plan for performing all tasks under the award. The Kick-Off/Post Award Meeting shall include the CO and other necessary Government personnel, and all Contractor "key personnel." The Meeting shall be held at the Government facility. All work must be conducted on Joint Base Pearl Harbor-Hickam
- 3.4.4.2. The Contractor shall develop a Kick-Off/Post Award Meeting agenda and presentation slides summarizing the contract management and implementation plan. The Contractor shall develop and present a staffing plan for all "Key Personnel" and non-key personnel. The agenda and staffing plan shall be delivered to the CO five (5) calendar days prior to the proposed Kick-Off/Post Award Meeting for Government review.
- 3.4.5. Transition-in Performance: The Contractor shall plan for and execute a transition-in strategy to provide for the on-boarding of appropriately qualified personnel with the required DoD security elements needed to support a smooth and seamless transition from the incumbent support team to "full performance" within 10 calendar days of award. Transition-in Performance includes all staffing activities, as well as the necessary knowledge transfer and capture to ensure "work-in-progress" is smoothly transitioned, and mission support is not interrupted. Performance measures for the first 60 days will be recorded and reported for monitoring purposes, but will not be used as performance indicators until the completion of the 3rd month of performance.
- 3.4.6. Transition-out Performance: The Contractor shall plan for and support the smooth and seamless transition-out at the end of the performance period. The Contractor shall develop and deliver a transition-out plan defining its knowledge transfer plan with specific emphasis on transitioning work-in-progress. The Contractor shall coordinate with any incoming individuals and/or organization as necessary to enable a seamless transition with minimum interruption of mission support. The Contractor shall remain accountable for performance consistent with the Performance Requirements Summary below until the end of the contract period of performance..

**4. PERFORMANCE STANDARDS**

<b>PWS SECTION</b>	<b>PERFORMANCE STANDARD</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>SURVEILLANCE METHOD</b>
3.1	Build an electronic location to amass all related fuel information into a single location and logically categorize.	100% Compliance	COR Inspection Weekly
3.1.14	Collect all existing Red Hill data and input information into newly developed database or data library.	99% Compliance	COR Inspection Weekly
3.1, 3.2, 3.3,3.4	Daily (when required) and Weekly status reports submitted timely.	99%	COR Inspection
3.2	Refinement of existing information into clear and coherent technical information.	99%	COR Inspection Weekly
3.3	Development of knowledge management system	99%	COR Inspection Daily and Weekly
3.4	Provide Program and Contract Management Support	99%	COR Inspection Weekly
3.1.5.4.4	Timely Response to RFI(s)	100%	COR Inspection/Review

**5. DELIVERABLE SCHEDULE**

<b>PWS SECTION</b>	<b>DESCRIPTION</b>	<b>FORMAT</b>	<b>DISTRIBUTION</b>	<b>DUE DATE</b>
3.4.4	Kick-Off/Post Award Meeting Agenda & Presentation	Contractor Format (Word, PDF, Excel)	Send to COR via email	NLT 10 days after award
3.1, 3.2, 3.3, 3.4	Weekly Updates	Contractor Format (Word, PDF, Excel)	Send to COR via email	First working day of the week
3.4.4.2	Staffing Plan	Contractor Format ( <b>Work</b> , PDF, Excel)	Send to COR via Email	NLT 5 days after date of award or 5 days prior to Kick-Off/Post Award Meeting
3.4.6	Transition Out Plan	Contractor Format (Word, PDF, Excel)	Send to COR via email	60 days prior to expiration of contract
16.7.1	Non-disclosure Agreement	Contractor Format (Word, PDF, Excel)	Send to COR via email	Prior to start of performance, and as personnel are added or removed from the list.

**6. CONTRACTOR QUALITY CONTROL**

6.1. The Contractor shall develop and maintain an effective quality control program to ensure services are satisfactorily performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-receipt of marginal or unsatisfactory services as defined in the Government's Quality Assurance Surveillance Plan (QASP).

6.1.1. The Contractor's quality control program is the means by which the Contractor assures itself that its work complies with the requirement of the contract.

6.1.2. The Contractor's Quality Control Plan (QCP) shall be provided within 30 calendar days after contract award to the Contracting Officer's Representative (COR). The Contractor shall provide any changes to the Contractor's QCP within seven (7) calendar days once it is determined by the Contractor that a change is required.

6.2. The COR, and/or other Government personnel, as appropriate will meet weekly with the Contractor to review the Contractor's performance, and the Contractor will apprise the Government of any and all being experienced. Appropriate action shall be taken by the Contractor to resolve and identified issues. These meetings will be at no additional cost to the Government.

**7. KEY PERSONNEL REQUIREMENTS AND QUALIFICATIONS**

Certain skills and experience levels are essential for successful Contractor accomplishment of the work to be performed. The personnel who have these skill sets are defined as "key personnel". Key personnel shall have demonstrated the skills and expertise detailed below. Key Personnel required for performance covered by this PWS include the following positions:

**7.1. Senior Analyst/Technical Writer** (or equivalent Labor Category Title with the requisite experience and education):

7.1.1. Experience and Skill set required:

1. Demonstrated experience DoD Petroleum operations and maintenance, 8 years minimum;
2. Experience with the Red Hill Fuel Facility in Honolulu County, HI; 1 year minimum experience;
3. Microsoft Office skills and experience, 5 years minimum;
4. Performance measurement skills and expertise, 5 years minimum;
5. Metric development and reporting skills and expertise, 5 years minimum;
6. Demonstrated experience in strategic planning, 5 years minimum. Preference given to strategic planning at the DoD level;
7. Demonstrated experience working with the DoD fuel community, 5 years minimum;
8. Demonstrated experience of compiling reports, metrics data, and other administrative functions, including skills and experience in building and maintaining effective working relationships with a wide array of government or non-government personnel and organizations, 3 years minimum; and
9. Speak, read and write the English language fluently at the college graduate level.
10. Requires periodic onsite visits to Joint Base Pearl Harbor-Hickam.

7.1.2. Education and Certifications Required: Possess a Master degree in Business, Engineering, Computer Science, Finance - or in a related field - from an accredited academic institution.

**7.2. Associate Analyst/Technical Writer** (or equivalent Labor Category Title with requisite experience and education):

7.2.1. Experience and Skill set required:

1. Demonstrated experience in the Commercial/Government oil and gas industry, 5 years minimum;
2. Performance measurement skills and expertise, 5 years minimum;
3. Metric development and reporting skills and expertise, 5 years minimum;
4. Demonstrated skills and experience in strategic planning, 3 years minimum. Preference given to strategic planning at the DoD level;
5. Demonstrated skills and experience of compiling reports, metrics data, and other administrative functions, including experience in building and maintaining effective working relationships with a wide array of government personnel and organizations, 3 years minimum;
6. Speak, read and write the English language fluently at the college graduate level; and
7. Experience with the Red Hill Fuel Facility in Honolulu County, HI; 1 year minimum experience.
8. All work must be conducted on Joint Base Pearl Harbor-Hickam.

7.2.2. Education and Certifications Required: Possess a Bachelor's degree in Business, Engineering, Computer Science, Finance or a related field from an accredited academic institution.

**7.3. Knowledge Manager** (or equivalent Labor Category Title with requisite experience and education):

7.3.1. Experience and Skill set required:

1. Demonstrated experience in the knowledge management and organization of information, 5 years minimum;
2. Performance measurement skills and expertise, 5 years minimum;
3. Metric development and reporting skills and expertise, 5 years minimum;
4. Demonstrated skills and experience of compiling reports, metrics data, and other administrative functions, including experience in building and maintaining effective working relationships with a wide array of government personnel and organizations, 3 years minimum;
5. Familiarization with the Red Hill Fuel Facility in Honolulu County, HI, 1 year minimum;
6. Speak, read and write the English language fluently at the college graduate level; and
7. Microsoft Office skills and experience, 5 years minimum.
8. All work must be conducted on Joint Base Pearl Harbor-Hickam.

- 7.3.2. Education and Certifications Required: Possess a Bachelor's degree in Business, Engineering, Computer Science, Finance or a related field from an accredited academic institution.
- 7.4. Resumes demonstrating the above requirements are met must be provided for key personnel included in the Contractor's quotation and that will be utilized during requirement performance at the time the quotation is submitted. Copies of the required education degrees shall also be provided. The continued availability of proposed key personnel must be internally confirmed by the Contractor at the time of award.
- 7.5. The Contractor shall not remove or replace any personnel designated as "key personnel" for the duration of the contract, without the written concurrence of the CO. This notification shall be made no later than two weeks (14 calendar days) in advance of any proposed substitution and shall include justification and the labor category of the proposed substitution(s) in sufficient detail to permit evaluation of the impact on contract performance. If immediate substitution is necessary due to unforeseen circumstances, such as illness, death, or termination of employment, the Contractor shall notify the CO and COR no later than three (3) business days after the occurrence of any of these events. The Contractor must provide a detailed explanation of the circumstances necessitating the proposed substitutions, provide complete resumes for the proposed substitutes, and provide any additional information requested by the COR. The COR through the CO will notify the Contractor of the acceptability of the substitutes after receipt of all required information. Substitute "key personnel" qualifications shall be greater than or equal to the "key personnel" being substituted.
- 7.6. If the CO determines that (1) suitable and timely replacement of "key personnel" who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or (2) the resultant substitution would be so substantial to impair the successful completion of the contract in accordance with the quotation accepted by the Government at the time of contract award, the CO may (1) terminate the contract for cause/default or for the convenience of the Government, as appropriate or (2) at his/her discretion, if the CO finds the contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss, and/or damages.

## **8. NON-KEY PERSONNEL REQUIREMENTS AND QUALIFICATIONS**

In addition to proposing the required full-time "key personnel" meeting the requirements in section 7, the Contractor shall also propose one or more non-key personnel which collectively (i.e., through a combination of one or multiple individuals) possess the following knowledge and experience below:

1. Demonstrated experience in database management, database development, data analysis, predictive analysis, visual display of data; data organization, Microsoft Access, requirements gathering and software testing and training.
2. Demonstrated experience in creating instructional guides, software documentation and training materials.
3. Demonstrated experience in environmental constraints placed on construction or repair of fuel facilities.
4. Demonstrated familiarity with American Petroleum Institute (API) inspection standards.
5. Demonstrated familiarity and detailed knowledge of the operations and maintenance of the Red Hill Fuel Facility.
6. Have knowledge of Occupational Safety and Health Administration (OSHA) regulations and codes.

Resumes must be provided to the Government for all non-key personnel that will be utilized to support this requirement when quotes are submitted.

If the Contractor requests to add new non-key personnel for the performance of the contract, the Contractor must provide the resume(s) and copies of all qualifications of the new personnel to the COR at least three (3) business days prior to that new employee's commencement of performance for the Government's review and approval.

### **8.1. Project Manager (PM)**



The Contractor must designate a PM in its quotation. The PM is responsible for the daily operation and performance of the contract. The individual's point of contact information (name, telephone, and email) must be submitted, as well as, point of contact information for an alternate or alternates that will act in the PM's absence. The PM must be available via telephone or electronic mail during normal business hours, unless otherwise stated. The PM shall have demonstrated experience in their resume of contract management, with experience in performing federal government contracts preferred

#### 8.2. **Contract Manager (CM)**

The Contractor must designate a CM in its quotation. The CM has full authority to act on behalf of the Contractor on contractual matters relating to the contract. The individual's point of contact information (name, telephone, and email) must be submitted, as well as, point of contact information for an alternate or alternates that will act in the CM's absence. The CM must be available via telephone or electronic mail during normal business hours, unless otherwise stated.

#### 8.3. **Personnel Mix**

In an effort to be more streamline and efficient with personnel, the PM, CM, and the non-key personnel roles in section 8 may be filled by one or more key personnel but additional non-key personnel roles must be clearly identified in the Contractor's staffing plan and demonstrated by the skills and work experience in their resumes.

### 9. **CONTRACTOR TEAM REQUIREMENTS**

- 9.1. The Contractor must not employ persons for work on the contract if such an employee or contractor is considered by the COR to be a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. All personnel shall be United States citizens.
- 9.2. The Contractor must not employ any person for work on the contract who is an employee of the U.S. Government if employing that person would create a conflict of interest, to be determined by NAVSUP Fleet Logistics Center Pearl Harbor.
- 9.3. The Contractor must speak, read and write the English language fluently at a college graduate level for work on the contract. English shall be the only language used with regard to this contract for written correspondence, discussions and other business transactions.

### 10. **SUPTXT204-9400(3-19) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY SYSTEMS OR PROTECTED HEALTH INFORMATION**

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This clause does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contractor employees performing work overseas. The clause is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

#### CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

#### APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required, contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

#### START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date.

Definition of "productive":

- a. Visit Authorization Request (VAR)
- b. Contractor Information Sheet (CIS)
- c. FD-258 Fingerprint Card
- d. Completed Electronic Investigation (EQIP)
- e. All contractor resource(s) must have an active Joint Personnel Adjudication System (JPAS) profile

f. Common Access Card (CAC)

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

#### ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

In Accordance With (IAW) Secretary of the Navy (SECNAV) M-5510.30, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to sensitive information. Sensitive information includes information protected under the Privacy Act, to include PHI. All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check (NAC) with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1, and must be trained and certified on the Operating System (OS) or Computing Environment (CE) they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the Contracting Officers Representative (COR) shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM at least thirty (30) days prior to the individual's start date. Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

#### INTERIM ACCESS

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

## DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

## CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the Contracting Officer and CSM.

## BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and PHI, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) years) throughout the contract performance period. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy command's ISSM/IAM. Completion and approval of a SAAR-N form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the Navy CSM at least thirty (30) days prior to the individual's start date. Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the OPM; Potential suitability

or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a VAR via the JPAS or a hard copy VAR directly from the contractor's security representative. Although the contractor will take JPAS owning role over the contractor employee, the Navy command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT position category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and
  - Must have a favorably completed NACI or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your CSM and ISSM/IAM for local policy when IT-III (non-sensitive) access is required for non-U.S. citizens outside the U.S..\*

\*\*Alternative language which may be included as appropriate:

Contractor and all Contractor personnel with access to or responsibility for XXXXXX of this contract shall comply with DoD Directive 8500.1E IA, DoDI 8510.01 Risk Management Framework (RMF) for DoD IT, DoD Directive 5400.11 DoD Privacy Program, DoD 5200.2-R Personnel Security Program and HSPD 12.

X.1 Be CAC ready at the IT Level II prior to reporting for work.

X.2 At minimum, all contractor personnel must possess/maintain a favorable Tier 3 investigation; formerly a NAC with Local Agency Check and Credit Check (NACLCC). This requirement is critical in order to access the data base systems within NAVSUP. It is Contracting Companies; responsibility to ensure that 100% of the contractors have the Tier 3 investigation/IT Level II. In addition, interim approval of clearances is not authorized.

X.3 Be citizens of the U.S.

X.4 If at any time, any contractor person requiring a CAC is unable to possess/maintain an adjudicated Tier 3 investigation, the contractor shall immediately notify the NAVSUP COR to coordinate removal of such a person from work under this contract.

X.5 Contractor personnel with access to or responsibility for nonpublic government data under this contract must comply with HSPD-12 Personal Identity Verification (PIV) issuance requirements, known as the CAC for NAVSUP.

## **11. PERIOD OF PERFORMANCE**

11.1. The period of performance shall be for one (1) 12-month base period.

Base Period: December 31, 2021 – December 30, 2022

## **12. PLACE OF PERFORMANCE**

12.1. The primary place of performance is Joint Base Pearl Harbor-Hickam, Hawaii.

12.2. Hours of Operation:

Contractor's work schedules will coincide with the work schedules of Government employees working at NAVSUP Fleet Logistics Center Pearl Harbor, with minimum availability from 0800-1630 on Government workdays. Normal duty days shall be Monday through Friday, excluding Government-observed holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings.

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed. This schedule will facilitate coordination with Government personnel. With appropriate advanced approval from the CO, hours outside of these normal working hours may be authorized.

12.3. Recognized Holidays: If the Federal holiday falls on a Saturday, the holiday is observed in the preceding Friday. If the Federal holiday falls on a Sunday, the holiday is observed on the following Monday. Contractor personnel are not required to perform services on the following recognized holidays:

- New Year's Day (January 1)
- Birthday of Martin Luther King Jr. (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Fifth Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

## **13. CONTRACTOR PERFORMANCE EVALUATION**

13.1. The government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP).

13.1.1. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

**14. GOVERNMENT FURNISHED ITEMS AND SERVICES**

- 14.1. Unless specified in the following paragraph, the Contractor shall provide all necessary labor, supplies, materials, and equipment necessary to carry out the performance objectives of this PWS.
- 14.2. The Government will provide computers, local area network (LAN) access, software, general administrative support equipment, and other material needed to perform the requirements of this PWS. All work must be done on-site at Joint Base Pearl Harbor-Hickam.
- 14.3. GFP shall be used for official use and authorized purposes only. Family members and friends of employees or Service members are not authorized to use GFE and materials. GFP must be returned to the DoD Component at the conclusion of teleworking arrangements or at the Component's request. Except for those items specifically stated to be Government furnished, the Contractors shall furnish everything required to perform the requirements of this PWS. Contractors will need to qualify for and obtain a government common access card (CAC).
- 14.4. Government-Furnished Information - The Government will provide copies of, or access to, all required Government directives, publications and documentation, and will provide other necessary resources and information to accomplish the requirement. The Contractor must ensure protection, through completed non-disclosure statements or otherwise, of the integrity and sensitivity of the information provided by NAVSUP Fleet Logistics Center Pearl Harbor, or collected from any other source while performing under the contract. All documents and technical data provided to the Contractor during the execution of the contract are considered confidential and shall not become property of the Contractor.
- 14.5. Request for (additional) Government Furnished Property and Services must be submitted in writing to the COR and may be responded to by the Government within 30 calendar days of receipt. Except for those items specifically stated in this section, the Contractor shall furnish everything required to perform the services in the contract.

**15. TRAVEL**

- 15.1. The Contractor may be required to travel in support of performance requirements. The Contractor will be authorized travel expenses consistent with the substantive provisions of FAR 31.205-46 and the limitation of funds specified in the contract. All travel requires Government approval and authorization and notification to the Contracting Officer Representative. Travel is estimated at 20 trips.

**16. SECURITY**

- 16.1. Use of cameras, video recorders, voice recorders and computers require authorization by installation security personnel. The contractor and subcontractor personnel shall make itself aware of anti-terrorism requirements and consult with installation security as to those restrictions if site visits are required.
- 16.2. All Contractor employees must meet the requirements for an information technology (IT) non-critical sensitive level background investigation. A DD 2875 System Authorization Access Request (SAAR) Form will be required for access to NAVSUP Fleet Logistics Center Pearl Harbor IT resources.
- 16.3. All Contractor employees will need a Common Access Card (CAC) if the Contractor will be working on-site or if the Contractor will be working on-site at Joint Base Pearl Harbor-Hickam. The individual nominated to work under this performance work statement must have the ability to pass a background investigation to obtain a Red Hill Fuel Facility Badge and a CAC for access to Government computer systems. The Government will not reimburse a Contractor for individuals that do not meet this requirement. Contractor s using Government-furnished equipment are subject to the same terms and conditions of use as Government employees.

- 16.4. NAVSUP Fleet Logistics Center Pearl Harbor, retains the right to request removal of any Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, conflict with the interests of the Government.
- 16.5. The Contractor employee badges shall be worn and clearly displayed on the outer garment at all times while on the government premises. Lost badges shall be immediately reported to the NAVSUP Fleet Logistics Center Pearl Harbor Security Officer. The Contractor shall ensure all badges are returned to the NAVSUP Fleet Logistics Center Pearl Harbor Security Office on resignation or termination of any employee.
- 16.6. Work on this project may require that personnel have access to privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of U.S. Code, Section 552a, the Procurement Integrity Act, and any other applicable statutes, regulations and policies.
- 16.7. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this Contract, until made public or specifically authorized by the Government. Contractor personnel shall be required to sign non-disclosure agreements. The Contractor shall not use, disclose, or reproduce third part data, other than as authorized and required by the Contracting Officer, in the performance of this Contract.
- 16.7.1. The Contractor shall provide a list of personnel associated with this contract and provide signed non-disclosure agreements to the COR prior to start of performance, and as personnel are added or removed from the list.

#### **17. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- 17.1. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive deliverables, where indicated. The COR will provide technical assistance and clarification required for the performance of this contract. The COR will not provide any supervision or instructional assistance to Contractor or its personnel.
- 17.2. The COR is not authorized to change any terms or conditions of the Contract. Changes in the contract requirements, price or terms and conditions shall only be made by the CO via properly executed modifications to the Contract.

#### **18. TECHNICAL DIRECTION**

- 18.1. Performance of the work under this contract shall be subject to the technical direction of the CO or COR. The term "technical direction" is defined to include, without limitation:
- 18.1.1. Directions to the Contractor which fill in details or otherwise serve to accomplish the PWS.
- 18.1.2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description
- 18.1.3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- 18.2. Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
- 18.2.1. Constitutes an assignment of additional work outside the scope of the PWS.
- 18.2.2. Interferes with Contractor's performance of the terms / conditions of the contract. The CO or COR. shall issue all appropriate technical directions in writing.



18.3. The Contractor shall proceed promptly with the performance of technical directions duly issued by the CO or COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction falls within Section 18.2, the Contractor shall not proceed but shall notify the CO in writing within five (5) working days after receipt of any such instruction or direction. Upon receiving the notification from the Contractor, the Contracting Officer shall:

18.3.1. Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's notice that the technical direction is within the scope of the contract effort and does not constitute a change under the contract.

18.3.2. Advise the Contractor within a reasonable time that the Government will consider issuance of a written change modification. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the contract.

**19. POINTS OF CONTACT**

19.1. Contracting Officer:

Name: [REDACTED]  
Address: Naval Supply Systems Command, Fleet Logistics Center, Pearl Harbor  
Regional Contracting Department, Code 201B  
1942 Gaffney Street, Suite 100, Building 475, 2<sup>nd</sup> Floor  
JBPHH, HI 96860-4549  
Phone #: [REDACTED]  
Email: [REDACTED]

19.2. Contracting Officer's Representative (COR): Provided via separate correspondence.

19.2.1. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive deliverables, where indicated. The COR will provide technical assistance and clarification required for the performance of this contract. The COR will not provide any supervision or instructional assistance to Contractor or its personnel.

19.3. Technical Point of Contact:

Name: [REDACTED]  
Address: Naval Supply Systems Command, Fleet Logistics Center, Pearl Harbor  
Regional Contracting Department, Code 201B  
1942 Gaffney Street, Suite 100, Building 475, 2<sup>nd</sup> Floor  
JBPHH, HI 96860-4549  
Phone #: [REDACTED]  
Email: [REDACTED]

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
SC00.XI2200835

PAGE 1 OF 34

2. CONTRACT NO. **t-0060422C0005** 1. AWARD/EFFECTIVE DATE **27-May-2022** 4. ORDER NUMBER 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
7. FOR SOLICITATION INFORMATION CALL a. NAME b. TELEPHONE NUMBER (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY NAVSUP FLC PEARL HARBOR CODE **N:0604** 10. THIS ACQUISITION IS UNRESTRICTED OR **fx** SET ASIDE: % FOR:  
10A. WOMEN-OWNED SMALL BUSINESS 10B. VETERAN-OWNED SMALL BUSINESS 10C. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

1942 GAFFNEY STREET STE. 100 ATTN PEARL HARBOR HI 96860  
TB: FAX:  HUBZONE SMALL BUSINESS  EDWOSB  NAICS: 541611  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  a(A)  SIZE STANDARD: \$16,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS Net 30 days 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION **DRFO Owe**  1

15. DELIVER TO (NIXHJ4)1AW CODE ...N\_00104 ---116. ADMINISTERED BY CODE

**SEE ITEM 9**

NAVSUP FLC FUEL DEPARTMENT, CODE 7CO  
NEOSHO AVE, BLDG 1757  
JOINT BASE PEARL HARBOR HIC HI 95B60

17a. CONTRACTOR/ OFFEROR CODE 8JF62 FACILITY CODE BRICE SOLUTIONS, LLC  
3700 CENTERPOINT DR STE 8133 ANCHORAGE AK 99503-5800  
TB: PHONE NO  18a. PAYMENT WILL BE MADE BY CODE SL4701  
CFAS COLUUBUS SVCBSM FQBOX 182317 COLUUBUS OH 43218-2317

17b. **OE OF REMITTANCE IS EFFICIENT AT-0** FUTURE ACCESS IN OFFER  18a. THIS BLOCK

19. RTB/IT/O. 20. SQ-IS:UE OF SL.m..ES/ SffiVO:S 21. QUANTITY 22. IT 23. LNTPFOCE 24. **AMJLNT**

**SEE SCHEDULE**

25. ACCOUNTING AND APPROPRIATION DATA See Schedule 26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$4,021,414.96**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA [r] REDARE NOT ATTACHED

27b. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA REF. DARE NOT ATTACHED  
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN AWARD OF CONTRACT REF. 011 IRFP dated 17 May 2022

029

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

OFFER DATED **2+May+2022**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIC-NATURE OF OFFER/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. WORK AND TITLE OF OFFER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>	
ffEVOUS s:m:N IS NOT USABLE		05/27/2022		EMAIL:	
				31c. DATE SIGNED 27 May 2022	
AUTHORIZED FOR LOCAL USE ONLY. FEDERAL GOVERNMENT IS NOT USABLE		87 STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212			
[REDACTED]					
[REDACTED]					
[REDACTED]		Date: 2022.05.27 10:09:40 -10'00'			
		[REDACTED]			
		[REDACTED]			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FUEL ADVISORY AND ASSISTANCE FFP Base period. Advisory and Assistance services in accordance with PWS contained herein. FOB: Destination MILSTRIP: SC06002200835 PURCHASE REQUEST NUMBER: SC06002200835 PSC CD: R799	12	Months	\$334,284.58	\$4,011,414.96

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NET AMT \$4,011,414.96

ACRN AA \$4,011,414.96  
CIN: SC060022008350001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL COST 1Base period. All travel shall be in accordance with PWS 10.1, FAR 31.205-46 and Joint Travel Regulations at a not to exceed amount. FOB: Destination MILSTRIP: SC06002200835 PURCHASE REQUEST NUMBER: SC06002200835 PSC CD: R799	1	Group		\$10,000.00 NTE

ESTIMATED COST \$10,000.00  
\$10,000.00

ACRN AA  
CIN: SC060022008350002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		6	Months	\$347,916.33	\$2,087,497.98
OPTION	FUEL ADVISORY AND ASSISTANCE FFP Option 1. Advisory and Assistance services in accordance with PWS contained herein. FOB: Destination MILSTRIP: SC06002200835 PSC CD: R799				

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NET AMT \$2,087,497.98

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Group		\$10,000.00 NTE
OPTION	TRAVEL COST 1Base period. All travel shall be in accordance with PWS 10.1, FAR 31.205-46 and Joint Travel Regulations at a not to exceed amount. FOB: Destination MILSTRIP: SC06002200835 PSC CD: R799				

ESTIMATED COST \$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		6	Months	\$347,916.33	\$2,087,497.98
OPTION	FUEL ADVISORY AND ASSISTANCE FFP Option 2. Advisory and Assistance services in accordance with PWS contained herein. FOB: Destination MILSTRIP: SC06002200835 PSC CD: R799				

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NET AMT \$2,087,497.98

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	TRAVEL COST 1Base period. All travel shall be in accordance with PWS 10.1, FAR 31.205-46 and Joint Travel Regulations at a not to exceed amount. FOB: Destination MILSTRIP: SC06002200835 PSC CD: R799	1	Group		\$10,000.00 NTE
				ESTIMATED COST	\$10,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 27-MAY-2022 TO 26-MAY-2023	N/A	(N00604) IAW [REDACTED] NAVSUP FLC FUEL DEPARTMENT, CODE 700 NEOSHO AVE, BLDG 1757 JOINT BASE PEARL HARBOR HIC HI 96860 [REDACTED] FOB: Destination	N00604

0002	POP 27-MAY-2022 TO 26-MAY-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00604
1001	POP 27-MAY-2023 TO 26-NOV-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00604
1002	POP 27-MAY-2023 TO 26-NOV-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00604
2001	POP 27-NOV-2023 TO 26-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00604
2002	POP 27-NOV-2023 TO 26-MAY-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00604

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 5CFX 2034606 001 2540 S33189  
AMOUNT: \$4,021,414.96

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	SC060022008350001	\$4,011,414.96
	0002	SC060022008350002	\$10,000.00

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	DEC 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2021
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2021
52.245-1 Alt I	Government Property (SEP 2021) Alternate I	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019



252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

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

\_\_\_ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

\_\_\_(10) [Reserved]

\_\_\_(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

\_\_\_(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_(13) [Reserved]

\_\_\_(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_(ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_(ii) Alternate I (MAR 2020) of 52.219-7.

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

\_\_\_(17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

\_\_\_(ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_(iii) Alternate II (NOV 2016) of 52.219-9.

\_\_\_(iv) Alternate III (JUN 2020) of 52.219-9.

- \_\_\_\_(v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_\_(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_(ii) Alternate I (MAR 2020) of 52.219-13.
- X (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- \_\_\_\_(20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- \_\_\_\_(ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_\_(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_(26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_\_(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_\_(ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_(ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_\_(ii) Alternate I (JUL 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (NOV 2021). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

\_\_\_\_(ii) Alternate I (OCT 2015) of 52.223-13.

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

\_\_\_\_(ii) Alternate I (JUN 2014) of 52.223-14.

\_\_\_\_(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

\_\_\_\_(ii) Alternate I (JUN 2014) of 52.223-16.

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

\_\_\_\_(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

\_\_\_\_(ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_(48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

\_\_\_\_(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_(ii) Alternate I (JAN 2021) of 52.225-3.

\_\_\_\_(iii) Alternate II (JAN 2021) of 52.225-3.

\_\_\_\_(iv) Alternate III (JAN 2021) of 52.225-3.

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

\_\_\_\_(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

\_\_\_\_(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

\_\_\_\_(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

\_\_\_\_(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_(ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_(iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

\_\_\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

\_\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
 \_\_\_\_\_(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

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

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

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

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)



## 252.219-7009 SECTION 8(A) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration  
Seattle District Office  
2401 Fourth Avenue Suite 450  
Seattle, WA 98121

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

COMBO

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	N00604
Admin DoDAAC**	N00604

Inspect By DoDAAC	N/A
Ship To Code	N40295 PHBR
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N40295 PHBR
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

N/A

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

(6) The contractor shall also submit their invoices via email to:

Kevin.Lorenzo@dla.mil  
Amanda.Muscavage@dla.mil

(End of clause)

#### PERFORMANCE WORK STATEMENT

#### **PERFORMANCE WORK STATEMENT NAVAL SUPPLY SYSTEMS COMMAND FLEET LOGISTICS CENTER PEARL HARBOR ENGINEERING & OPERATIONS ADVISORY & ASSISTANCE SERVICES**

### 1. BACKGROUND

1.1 Naval Supply Systems Command (NAVSUP) Fleet Logistics Center (FLC) Pearl Harbor (PH) is responsible for operating, sustaining, restoring and modernizing Joint Base Pearl Harbor-Hickam (JBPHH) Defense Fuel Storage Point (DFSP) in order to maximize operations and readiness. NAVSUP FLCPH requires advisory and assistance services for engineering and operations to include but not limited engineering, process safety, hazard operability, and training.

## 2. OBJECTIVE/SCOPE

2.1 The objective of this Performance Work Statement (PWS) is to obtain advisory and assistance services to support and improve the operation at NAVSUP FLCPH JBPHH DFSP using a Firm-Fixed Price Contract. These advisory and assistance services will provide engineering and operations subject matter experts to assist the Government in data management, analysis strategies, management strategies, operations, process safety, and training to safely operate and manage the JBPHH DFSP. This support requires personnel familiar to include but not limited to Red Hill Bulk Fuel Storage Facility, Pearl Harbor fuel piers and upper tank farm, Hickam Air Field fuel operations, and related, pipelines, valves, hydrants, and appurtenances on JBPHH.

2.2 The Contractor shall provide advisory and assistance services to include: Chief Engineer services; Process Safety and Hazard Operability services; and Training services.

2.2.1 Chief Engineer personnel shall:

- Provide advisory and assistance services for the overall assurance of technical rigor and safe operation in all aspects of the JBPHH DFSP.
- Assess and advise NAVSUP FLCPH on systems and equipment procedures.
- Identify engineering and administrative controls and their interrelationships.

2.2.2 Process Safety and Hazard Operability personnel shall:

- Assess risk and advise NAVSUP FLCPH for all evolutions from a system of systems perspective for JBPHH DFSP.
- Analyze and advise NAVSUP FLCPH on impact of systemic deviations – causes, consequences, safeguards, and risk.
- Recommend NAVSUP FLCPH mitigations measures.

2.2.3 Training personnel shall:

- Advise and assist NAVSUP FLCPH on training programs to ensure compliance with all Federal, State, and DoD requirements.
- Provide support services in the following training areas:
  - (1) Build a training program that consists of a centralized knowledge management platform utilized to track, record, and schedule trainings based on required employee position qualifications;
  - (2) Administer the training program;
  - (3) Utilize a knowledge management tool to track, schedule, and report employee trainings and qualifications. High-level objectives and responsibilities are described below. High-level objectives are not unique to one specific task and may be represented across multiple tasks.
- Ensure all training programs ensure operational proficiency in functional systems.
- Recommend formalized watch station qualification program.

2.3 Advisory and assistance personnel shall:

2.3.1 Enhance the strategic reporting capabilities of the infrastructure and operations of the JBPHH DFSP and provide experienced and knowledgeable support staff with experience with JBPHH DFSP.

2.3.2 Have a broad knowledge and understanding of Navy Fuel operations and maintenance and specifically have experience with the JBPHH DFSP. A close familiarity with JBPHH DFSP related processes and understanding of JBPHH DFSP operations is required.

- 2.4 Provide support to the various programs managers within NAVSUP FLCPH. Advisory services include management of both hard copy and electronic contract files and related information to be maintained in a Government repository, arrangement of meetings, preparation of correspondence, and development of responses to taskers and requests for information.
- 2.5 A member of the U.S. Government workforce will review contractor work products for accuracy and quality. Contractor efforts will be purely to support the NAVSUP FLCPH, who shall retain all authority to direct all strategies and decisions. The Contractor will not be granted any authority and shall not act as an agent of the Government in any capacity.
- 2.6 The Government requires all work products and activities to be based on thorough research, all applicable laws and regulations, official Government policy guidance, Command procedures, irreproachable ethical behavior, and sound business judgment with a commitment to understanding and mitigating risks to safety, mission, and the environment. The contractor is responsible for submitting grammatically correct, professional, and error-free work products. Contractor shall use its professional judgment and experience to suggest improved strategies, question non-conforming practices, make recommendations for correction of deficiencies, and provide suggestions for revised practices to NAVSUP FLCPH in order to contribute to an enterprise-wide practice of continuous process improvement.
- 2.7 The contractor shall maintain all training requirements up to date.
- 2.8 Inherently Governmental Functions: In Accordance With (IAW) FAR Subpart 7.503, the Contractor shall not perform inherently governmental functions. Contracting Officers (CO) will retain all decision-making authority for all Government contracts during all phases of the acquisition cycle.

### 3. PERFORMANCE REQUIREMENTS

- 3.1 This section of the PWS defines the performance requirements and the performance results the government intends to measure the contractor's performance.
- 3.2 Chief Engineer personnel shall:
  - 3.2.1 TASK 1 - Provide engineering expertise and assist FLCPH to develop processes and systems to ensure the assurance of technical rigor and the mitigation of environmental and safety risk in all aspects of JBPHH DFSP operations. The output of the contractor's Process Safety and Hazard Operability and Training staff development must be approved by the Chief Engineer prior to submission to the Government.
  - 3.2.2 TASK 2 - Provide continuing evaluation and recommendations concerning the material condition and operational procedures for JBPHH DFSP. This will include maintaining a running list of all current and future construction projects and repair.
  - 3.2.3 TASK 3 - Provide Engineering expertise for specific fuel evolutions and products including, but not limited to, operations orders, Operations-Maintenance & Safety manual, baseline valve alignment, and potential risk of operations based on configuration of systems.
  - 3.2.4 TASK 4 - Provide technical insight and identifies areas for increased technical rigor to ensure compliance with all local, state, federal, and DoD requirements, standards, and policies.

- 3.2.5 TASK 5 - Identify actual and potential problem areas in the JBPHH DFSP and recommend corrective action by ensuring the application of sound engineering practices.
  - 3.2.6 TASK 6 - Recommend short-term and long-term priorities, and propose work completion schedules for the Fuels Department.
  - 3.2.7 TASK 7 - Provide support to the various programs managers within NAVSUP FLCPH. Advisory services include management of both hard copy and electronic contract files and related information to be maintained in a Government repository, arrangement of meetings, preparation of correspondence, and development of responses to taskers and requests for information.
- 3.3 Process Safety and Hazard Operability personnel:
- 3.3.1 TASK 1 - Identification of hazard scenarios for engineering and systems processes using techniques such as the hazard and operability study to ensure the assurance of technical rigor and the mitigation of environmental and safety risk in all aspects of JBPHH DFSP operations
  - 3.3.2 TASK 2 - Identify and make recommendations to ensure OSHA's Process Safety Management Standards are in place to prevent accidental releases of hydrocarbons, thus protecting employees as well as the environment.
  - 3.3.3 TASK 3 - Recommend an organization structure to establish an enduring Process Safety and Hazard Operability program.
  - 3.3.4 TASK 4 - Identify any previous incidents, which had a likely potential for catastrophic consequences in the workplace.
  - 3.3.5 TASK 5 - Identify and recommend engineering and administrative controls applicable to the hazards and their interrelationship such as appropriate application of methodologies to prevent failure of engineering and administrative controls.
  - 3.3.6 TASK 6 - Provide a qualitative evaluation of a range of possible safety and health effects of failure of controls on employees in the workplace, the operational impact, as well as the environment.
- 3.4 Training personnel shall:
- 3.4.1 TASK 1 - Provide business smart and operationally centric training improvements, and help determine the most cost effective means for developing a training program as well as training program implementation, considering risk and technical proficiency.
  - 3.4.2 TASK 2 - Develop Government approved training course curriculum based on federal, including Department of Defense (DoD), DON, Defense Logistics Agency (DLA), state, and local requirements. Training will include classroom instruction, field exercises, drills and periodic spot-checks of learning. Training will include but not limited to Fuel Operator Certification Program, HAZWOPER, Fall Protection, Confined Space Safety, Respirator Program, LOTO/FOILS, etc.

3.5 The Contractor shall meet at a minimum every day with the Contracting Officer’s Representative (COR) or their designee and other Government representatives, at the discretion of the COR or designee, to review Contract performance. There may be conditions where the Contractor will meet more frequently due to unanticipated circumstances.

3.6 Mobilize for Performance: The Contractor shall plan for and execute a strategy to provide for the on-boarding of appropriately qualified personnel with the required DoD security elements needed to support with an objective of providing full support within 10 calendar days of award, but no longer than 20 calendar days. Performance measures for the first 60 days will be recorded and reported for monitoring purposes, but will not be used as performance indicators until the completion of the 3rd month of performance.

4. PERIOD AND PLACE OF PERFORMANCE

4.1 Period of Performance. All reference to the term “days” within this PWS shall be defined as calendar days unless otherwise specified. The base period of performance for this contract will be for 12 months and will include mobilization. The contract also includes two (2) 6-month Option Periods. The total term of the contract shall not exceed a total of two (2) years and six (6) months.

Period of Performance	Months
Base Period (including mobilization period)	Twelve (12) Months
Option 1	Six (6) Months
Option 2	Six (6) Months
52.217-8 Ordering Period to Extend Services	Six (6) Months Maximum

5. PLACE OF PERFORMANCE

5.1 Hours of Operation. Contractor’s work schedules shall coincide with the work schedules of Government employees working at NAVSUP FLCPH, with minimum availability from 0800-1630 on Government workdays. Normal duty days are Monday through Friday, excluding Government-observed holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. Contractors are expected to perform work on site.

5.2 The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed. This schedule will facilitate coordination with Government personnel. With appropriate advanced approval from the CO, hours outside of these normal working hours may be authorized.

5.3 Recognized Holidays: If the Federal holiday falls on a Saturday, the holiday is observed in the preceding Friday. If the Federal holiday falls on a Sunday, the holiday is observed on the following Monday. Contractor personnel are not required to perform services on the following recognized holidays:

- New Year’s Day (January 1)
- Birthday of Martin Luther King Jr. (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Fifth Monday in May)
- Juneteenth (June 19)

Independence Day (July 4)  
Labor Day (First Monday in September)  
Columbus Day (Second Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Day (December 25)

## 6. CONTRACTOR QUALITY CONTROL

- 6.1 The Contractor shall develop and maintain an effective quality control program to ensure services are satisfactorily performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of marginal or unsatisfactory services as defined in the Government's Quality Assurance Surveillance Plan (QASP).
- 6.2 The Contractor's quality control program is the means by which the Contractor assures itself that its work complies with the requirement of the contract.
- 6.3 The Contractor's Quality Control Plan (QCP) shall be provided within 30 calendar days after contract award to the COR. The Contractor shall provide any changes to the Contractor's QCP within seven (7) calendar days once it is determined by the Contractor that a change is required.
- 6.4 The COR, and/or other Government personnel, as appropriate will meet weekly with the Contractor to review the Contractor's performance, and the Contractor will apprise the Government of any and all being experienced. Appropriate action shall be taken by the Contractor to resolve and identified issues. These meetings will be at no additional cost to the Government.

## 7. PERSONNEL REQUIREMENTS AND QUALIFICATIONS

- 7.1 Certain skills and experience levels are essential for successful Contractor accomplishment of the work to be performed. The personnel who have these skill sets are defined as "key personnel". Key personnel shall have demonstrated the skills and expertise detailed below. Key Personnel required for performance covered by this PWS include the following positions:
- 7.1.1 Chief Engineer (or equivalent Labor Category Title with the requisite experience and education) personnel education, experience, and skills required:
- 7.1.1.1 Possess a Master's degree in Business, Engineering, or a related field from an accredited academic institution.
- 7.1.1.2 Mastery of advanced management and organization principles and practices along with a comprehensive knowledge of budget, fiscal policy, acquisition and administration of financial and material resources.
- 7.1.1.3 Knowledge of and experience with team building skills.
- 7.1.1.4 Experience with and an ability to manage resources, establish goals, and meet targeted objectives.
- 7.1.1.5 Experience with and an ability to negotiate and facilitate group discussions of desired requirements and establish consensus on final project requirements and needs.



- 7.1.1.6 Knowledge of and experience with DoD regulations and sound business practices-concerning construction contract administration.
- 7.1.1.7 Experience with and an ability to evaluate, review and analyze programs or program segments in terms of effective attainment of scheduled objectives and milestones, utilization of funds, delays, slippages, overruns and resolution of problems. Extensive knowledge gained through experience with the technical and managerial challenges associated with bulk fuel storage systems and operations.
- 7.1.1.8 Expert knowledge of and experience with DLA, Naval Facilities Engineering Systems Command (NAVFAC), and NAVSUP FLCPH contract administration in connection with the highly technical bulk fuel storage systems and operations.
- 7.1.1.9 Extensive knowledge, skill and experience with oral and written communications, as well as an in-depth operating knowledge of qualitative and quantitative analytical processes.
- 7.1.1.10 Proven management ability to advise on top-level decisions on courses of action having far-reaching implications. Ability to advise the Command for top-level conferences and discussions, and proposed program issues.
- 7.1.1.11 Apply new developments and experienced judgment to solve a variety of highly complex technical engineering problems on behalf of DON, and have experience with the same.
- 7.1.1.12 Exercise considerable creativity in developing new theories for dealing with issues of considerable engineering complexity involving issues that cross the entire spectrum of bulk fuel storage systems and operations, and have experience with the same.
- 7.1.2 Process Safety and Hazard Operability (or equivalent Labor Category Title with the requisite experience and education) personnel experience and skills required:
  - 7.1.2.1 A degree from an accredited university or college in a relevant technical discipline to include degrees in Engineering, Environmental Material Management, and Hazard Planning are examples.
  - 7.1.2.2 Minimum of six years of recent and relevant experience with Process Hazard Analysis as well as an in-depth understanding of the Occupational Safety and Health Administration's (OSHA) Process Safety Management (PSM).
  - 7.1.2.3 Technical knowledge and relevant experience with the Environmental Protection Agency's (EPA) Risk Management Program.
- 7.1.3 Training (or equivalent Labor Category Title with the requisite experience and education) personnel experience and skills required:
  - 7.1.3.1 Have a broad knowledge and understanding of Navy Fuel operations and maintenance particularly with the Red Hill Storage Facility.

7.1.3.2 Have detailed knowledge in business smart and operationally centric training improvements. Technical knowledge and relevant experience in evaluating cost effective means for developing a training program as well as training program implementation considering risk and technical proficiency.

7.1.3.3 Have Technical Knowledge of course curriculum design based on federal, Department of Defense (DoD), DON, DLA, state, and local requirements.

7.2 The Contractor shall not remove or replace any personnel designated for the duration of the contract, without the written concurrence of the CO. This notification shall be made no later than two weeks (14 calendar days) in advance of any proposed substitution and shall include justification and personnel of the proposed substitution(s) in sufficient detail to permit evaluation of the impact on contract performance. If immediate substitution is necessary due to unforeseen circumstances, such as illness, death or termination of employment, the Contractor shall notify the CO and COR no later than three working days after the occurrence of any of these events. The Contractor must provide a detailed explanation of the circumstances necessitating the proposed substitutions, provide complete resumes for the proposed substitutes, and provide any additional information requested by the COR. The COR through the CO will notify the Contractor of the acceptability of the substitutes after receipt of all required information. Substitute personnel qualifications shall be greater than or equal to the personnel being substituted.

7.3 If the CO determines that (1) suitable and timely replacement of "key personnel" who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or (2) the resultant substitution would be so substantial to impair the successful completion of the contract in accordance with the quotation accepted by the Government at the time of contract award, the CO may (1) terminate the contract for cause/default or for the convenience of the Government, as appropriate or (2) at his/her discretion, if the CO finds the contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss, and/or damages.

8.0 PERFORMANCE STANDARDS

PWS SECTION	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD
3.2.1	Provide engineering expertise and assist FLCPH to develop processes and systems to ensure the assurance of technical rigor and the mitigation of environmental and safety risk in all aspects of JBPHH DFSP operations.	99% Compliance	COR inspection Weekly
3.2.2	Provide continuing evaluation and recommendations concerning the material condition and operational procedures for JBPHH DFSP. This will include maintaining a running list of all current and future construction projects and repair.	99% Compliance	COR inspection Weekly
3.2.3	Provide Engineering expertise for specific fuel evolutions and products including, but not limited to, operations	99% Compliance	COR inspection Weekly

	orders, Operations-Maintenance & Safety manual, baseline valve alignment, and potential risk of operations based on configuration of systems.		
3.2.4	Provide technical insight and identifies areas for increased technical rigor to ensure compliance with all local, state, federal, and DoD requirements, standards, and policies.	99% Compliance	COR Inspection Weekly
3.2.5	Identify actual and potential problem areas and recommend corrective action by ensuring the application of sound engineering practices.	99% Compliance	COR Inspection Weekly
3.2.6	Recommend short-term and long-term priorities, and propose work completion schedules for the Fuels Department.	99% Compliance	COR Inspection Weekly
3.2.7	Provide support to the various programs managers within NAVSUP FLCPH. Advisory services include management of both hard copy and electronic contract files and related information to be maintained in an electronic Government repository, arrangement of meetings, preparation of correspondence, and development of responses to taskers and requests for information	99% Compliance	COR Inspection Weekly
3.3.1	Identification of hazard scenarios for engineering and systems processes using techniques such as the hazard and operability study.	99% Compliance	COR Inspection Weekly
3.3.2	Identify and make recommendations to ensure OSHA's Process Safety Management Standards are in place to prevent accidental releases of hydrocarbons, thus protecting employees as well as the environment.	99% Compliance	COR Inspection Weekly
3.3.3	Recommend an organization structure to establish an enduring Process Safety and Hazard Operability program.	99% Compliance	COR Inspection Weekly
3.3.4	Identify any previous incidents, which had a likely potential for catastrophic consequences in the workplace.	99% Compliance	COR Inspection Weekly
3.3.5	Identify and recommend engineering and administrative controls applicable to the hazards and their interrelationship such as appropriate application of methodologies to prevent failure of engineering and administrative controls.	99% Compliance	COR Inspection Weekly

3.3.6	Provide a qualitative evaluation of a range of possible safety and health effects of failure of controls on employees in the workplace, the operational impact, as well as the environment.	99% Compliance	COR Inspection Weekly
3.4.1	Provide business smart and operationally cenuic u-aining improvements, and help detennine the most cost effective means for developing a training program1 as well as training program implementation, considering risk and technical proficiency.	99% Compliance	COR Inspection Weekly
3.4.2	Develop Government approved u-aining course cmliculum based on federal, including Department of Defense (DoD), DON, DLA state, and local requirements. Training will include classroom instruction, field exercises, drills and periodic spot-checks of learning. Training will include but not limited to Fuel Operntor Certification Program, HAZWOPER, Fall Protection, Confined Space Safety, Respirator Program, LOTO/FOILS, etc.	99% Compliance	COR Inspection Weekly
3.5	Daily (when required) and Weekly stahls reports submitted timely.	99% Compliance	COR Inspection Weekly
5.2	The Contractor shall at all times maintain an adequate work force for the unintem1pted perfonnance of all tasks defmed within this PWS when the Government facility is not closed.	99% Compliance	COR Inspection Weekly

9. DELIVERABLE SCHEDULE

PWS SECTION	DESCRIPTION	FORMAT	DISTRIBUTION	DUE DATE
3.2.2	Provide continuing evaluation and recoIIIllendations concerning the material condition and operational procedures for JBPHH DFSP. This will include maintaining a running list of all current and future constmction projects and repair.	Contractor Format (Word, PDF, Excel)	Send to COR via email	Weekly

3.2.6	Recommend short-term and long-term priorities, and propose work completion schedules for the Fuels Department.	Contractor Format (Word, PDF, Excel)	Send to COR via email	Within first two weeks and Weekly thereafter
3.2.7	Provide support to the various programs managers within NAVSUP FLCPH. Advisory services include management of both hard copy and electronic contract files and related information to be maintained in an electronic Government repository, arrangement of meetings, preparation of correspondence, and development of responses to taskers and requests for information	Contractor Format (Word, PDF, Excel)	Weekly meeting to include hard copies and documents maintained in an electronic Government repository	Weekly
3.3.1	Identification of hazard scenarios for engineering and systems processes using techniques such as the hazard and operability study.	Contractor Format (Word, PDF, Excel)	Send to COR via email	Within the first 30 days. Weekly updates
3.3.3	Recommend an organization structure to establish an enduring Process Safety and Hazard Operability program.	Contractor Format (Word, PDF, Excel)	Send to COR via email	Within the first 30 days. Weekly updates
3.4.1	Provide business smart and operationally centric training improvements, and help determine the most cost effective means for developing a training program as well as training program implementation, considering risk and technical proficiency.	Contractor Format (Word, PDF, Excel)	Send to COR via email	Provide a comprehensive list of proposed improvements within the first 30 days
3.4.2	Develop Government approved training course curriculum based on federal, including Department of Defense	Contractor Format (Word, PDF, Excel)	Send to COR via email	Weekly Updates

	(DoD), DON, DLA, state, and local requirements. Training will include classroom instruction, field exercises, drills and periodic spot-checks of learning. Training will include but not limited to Fuel Operator Certification Program, HAZWOPER, Fall Protection, Confined Space Safety, Respirator Program, LOTO/FOILS, etc.			
3.5	Daily Brief	Oral daily briefs. Contractor Format (Word, PDF, Excel) for Weekly	Weekly briefs send to COR via email	Daily orally. Weekly in writing

10. TRAVEL

10.1. The Contractor may be required to travel in support of performance requirements. The Contractor will be authorized travel expenses consistent with the substantive provisions of FAR 31.205-46 and the limitation of funds specified in the contract. All travel requires Government approval and authorization and notification to the COR. Travel is estimated at 30 trips.

11. SECURITY

11.1. Use of cameras, video recorders, voice recorders and computers require authorization by installation security personnel. The contractor and subcontractor personnel shall make itself aware of anti-terrorism requirements and consult with installation security as to those restrictions if site visits are required.

11.2. All Contractor employees must meet the requirements for an information technology (IT) non-critical sensitive level background investigation. A DD 2875 System Authorization Access Request (SAAR) Form will be required for access to NAVSUP Fleet Logistics Center Pearl Harbor IT resources.

11.3. All Contractor employees will need a Common Access Card (CAC) if the Contractor will be working on-site or if the Contractor will be working on-site at Joint Base Pearl Harbor-Hickam. The individual nominated to work under this performance work statement must have the ability to pass a background investigation to obtain a Red Hill Fuel Facility Badge and a CAC for access to Government computer systems. The Government will not reimburse a Contractor for individuals that do not meet this requirement. Contractor’s using Government-furnished equipment are subject to the same terms and conditions of use as Government employees.

11.4. NAVSUP Fleet Logistics Center Pearl Harbor, retains the right to request removal of any Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, conflict with the interests of the Government.

- 11.5. The Contractor employee badges shall be worn and clearly displayed on the outer garment at all times while on the government premises. Lost badges shall be immediately reported to the NAVSUP Fleet Logistics Center Pearl Harbor Security Officer. The Contractor shall ensure all badges are returned to the NAVSUP Fleet Logistics Center Pearl Harbor Security Office on resignation or termination of any employee.
- 11.6. Work on this project may require that personnel have access to privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of U.S. Code, Section 552a, the Procurement Integrity Act, and any other applicable statutes, regulations and policies.
- 11.7. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this Contract, until made public or specifically authorized by the Government. Contractor personnel shall be required to sign non-disclosure agreements. The Contractor shall not use, disclose, or reproduce third part data, other than as authorized and required by the CO, in the performance of this Contract.
  - 11.7.1. The Contractor shall provide a list of personnel associated with this contract and provide signed non-disclosure agreements to the COR prior to start of performance, and as personnel are added or removed from the list.

## 12. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- 12.1. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive deliverables, where indicated. The COR will provide technical assistance and clarification required for the performance of this contract. The COR will not provide any supervision or instructional assistance to Contractor or its personnel.
- 12.2. The COR is not authorized to change any terms or conditions of the Contract. Changes in the contract requirements, price or terms and conditions shall only be made by the CO via properly executed modifications to the Contract.

## 13. SUPTXT204-9400(3-19) CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, INFORMATION TECHNOLOGY SYSTEMS OR PROTECTED HEALTH INFORMATION

The security text does not apply in cases where the contractor/vendor does not have access to Navy Marine Corps Intranet (NMCI) computers, is not issued a Common Access Card (CAC) and is involved in training or other short term duties of less than 30 days duration that allow for the use of a visitor request. In these cases, the government employee must submit a Visitor Access Request (VAR) to the main gate or applicable processing entity for your facility and assume responsibility to escort those without CAC Credentials.

This clause does not apply to non-United States (U.S.) Nationals (foreign nationals) who are contractor employees performing work overseas. The clause is applicable to the U.S. Nationals living in the U.S. or overseas who are performing work on a Navy contract.

The investigation of a non-U.S. national at a foreign location must be consistent with a National Agency Check with Written Inquiries (NACI), to the extent possible and include a fingerprint check against the Federal Bureau of Investigation (FBI) criminal history database, an FBI investigations file (name check) search and a name check against the terrorist screening database. Also, the above cited reference notes that Foreign Nationals may not be granted CAC credentials until completion of their investigation and not in the interim.

Per Department of Defense Memorandum (DoDM) 5200.2, Department of Defense (DoD) components must initiate and ensure completion of a background investigation before applying the credentialing standards to a non-U.S. national at a foreign location. The background investigation must be favorably adjudicated before a CAC can be issued to a non-U.S. national at a foreign location. The type of background investigation may vary based on standing reciprocity treaties concerning identity assurance and information exchanges that exist between the U.S. and its allies or agency agreements with the host country.

#### CONTRACTOR UNCLASSIFIED ACCESS TO FEDERALLY CONTROLLED FACILITIES, SENSITIVE INFORMATION, IT SYSTEMS OR PROTECTED HEALTH INFORMATION

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

#### APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense (OSD), the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy command under this contract is required to obtain a DoD CAC. Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required, contractor employees shall in-process with the Command's Security Manager (CSM) upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

#### START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance as of the performance start date.

Definition of "productive":

- a. Visit Authorization Request (VAR)
- b. Contractor Information Sheet (CIS)
- c. FD-258 Fingerprint Card
- d. Completed Electronic Investigation (EQIP)
- e. All contractor resource(s) must have an active Joint Personnel Adjudication System (JPAS) profile



f. Common Access Card (CAC)

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

#### ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEM

In Accordance With (IAW) Secretary of the Navy (SECNAV) M-5510.30, contractor employees who require access to Department of the Navy (DoN) or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to sensitive information. Sensitive information includes information protected under the Privacy Act, to include PHI. All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check (NAC) with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance (IA) Technical Level 1, and must be trained and certified on the Operating System (OS) or Computing Environment (CE) they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy CSM and ISSM/IAM manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy IT resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the CCOR shall sign the SAAR-N as the supervisor.

The SAAR-N shall be forwarded to the CSM at least thirty (30) days prior to the individual's start date. Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required.

#### INTERIM ACCESS

The CSM may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

## DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

## CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the contractor's security representative. Within three (3) work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the CO, in writing, the name, title, address and phone number for the contractor's security representative. The contractor's security representative shall be the primary point of contact on any security matter. The contractor's security representative shall not be replaced or removed without prior notice to the CO and CSM.

## BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and PHI, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than ten (10) years) throughout the contract performance period. The contractor's security representative shall contact the CSM for guidance when reinvestigations are required. Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy command's ISSM/IAM. Completion and approval of a SAAR-N form is required for all individuals accessing Navy IT resources. The SAAR-N shall be forwarded to the Navy CSM at least thirty (30) days prior to the individual's start date. Failure to provide the required documentation at least thirty (30) days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the CSM. The CSM will review the submitted documentation for completeness prior to submitting it to the OPM; Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any

contractual obligation under the contract. The CSM will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a VAR via the JPAS or a hard copy VAR directly from the contractor's security representative. Although the contractor will take JPAS owning role over the contractor employee, the Navy command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT position category per SECNAV M- 5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a U.S. citizen or a U.S. permanent resident with a minimum of 3 years of legal residency in the U.S. (as required by the Deputy Secretary of Defense DTM 08-006 or its subsequent DoD Instruction (INST)) and
- Must have a favorably completed NACI or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the CSR must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM.

Failure to provide the required documentation at least thirty (30) days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your CSM and ISSM/IAM for local policy when IT-III (non-sensitive) access is required for non-U.S. citizens outside the U.S.\*

\*\*Alternative language which may be included as appropriate:

Contractor and all Contractor personnel with access to or responsibility for XXXXXX of this contract shall comply with DoD Directive 8500.1E IA, DoDI 8510.01 Risk Management Framework (RMF) for DoD IT, DoD Directive 5400.11 DoD Privacy Program, DoD 5200.2-R Personnel Security Program and HSPD 12.

X.1 Be CAC ready at the IT Level II prior to reporting for work.

X.2 At minimum, all contractor personnel must possess/maintain a favorable Tier 3 investigation; formerly a NAC with Local Agency Check and Credit Check (NACLC). This requirement is critical in order to access the data base systems within NAVSUP. It is Contracting Companies; responsibility to ensure that 100% of the contractors have the Tier 3 investigation/IT Level II. In addition, interim approval of clearances is not authorized.

X.3 Be citizens of the U.S.

X.4 If at any time, any contractor person requiring a CAC is unable to possess/maintain an adjudicated Tier 3 investigation, the contractor shall immediately notify the NAVSUP COR to coordinate removal of such a person from work under this contract.

X.5 Contractor personnel with access to or responsibility for nonpublic government data under this contract must comply with HSPD-12 Personal Identity Verification (PIV) issuance requirements, known as the CAC for NAVSUP.

#### CONTRACTOR COVID MINIMIZATION PLAN

The Contractor shall take steps to minimize the spread of Covid 19 in accordance with the Centers for Disease Control and Prevention (CDC), JBPHH, State and Local guidance.

### 14. POINTS OF CONTACT

#### 14.1. CO:

Name: [REDACTED]  
Address: Naval Supply Systems Command, Fleet Logistics Center, Pearl Harbor Regional Contracting  
Department, Code 201A  
1942 Gaffney Street, Suite 100, Building 475, 2nd Floor  
JBPHH, HI 96860-4549  
Phone #: [REDACTED]  
Email: [REDACTED]

#### 14.2. COR: Provided via separate correspondence.

14.2.1. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive deliverables, where indicated. The COR will provide technical assistance and clarification required for the performance of this contract. The COR will not provide any supervision or instructional assistance to Contractor or its personnel.

#### 14.3. Technical Point of Contact:

Name: [REDACTED]  
Address: Naval Supply Systems Command, Fleet Logistics Center, Pearl Harbor Regional Contracting  
Department, Code 201A  
1942 Gaffney Street, Suite 100, Building 475, 2nd Floor  
JBPHH, HI 96860-4549  
Phone #: [REDACTED]  
Email: [REDACTED]