

Performance Work Statement (PWS)

FOR

**Contractor-Owned, Contractor-Operated (COCO) Retail Fuel
Services**

AT

**Marine Corps Installations National Capital Region-Marine
Corps Base Quantico (MCINCR-MCBQ), Virginia**

Solicitation No: SPE603-22-R-0510

10 February 2022

SECTION C**PERFORMANCE WORK STATEMENT (PWS)****Contractor-Owned Contractor-Operated Fuel Services at
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SECTION C-1.0 GENERAL

C 1.1 General Description

The Contractor will provide ground fuel services as described below at a specified location on MCINCR-MCBQ, VA. The Contractor shall be responsible for and furnish as required all personnel, equipment, material and/or facilities necessary for providing these services. No Government equipment or facilities will be provided to the Contractor. The Contractor shall be completely responsible at its expense for operation and maintenance of the facilities used to meet the performance requirements for MCINCR-MCBQ. The Contractor shall provide retail fuel dispensing services for Commercial Grade Gasoline, E85 Alternative fuel, and Commercial Grade Diesel. Above Ground Storage Tanks (AST's) are required to be utilized to store products. The **MCINCR-MCBQ** shall request, through the Naval Facilities Engineering Command, a real estate instrument of undeveloped real property to the Contractor.

C-1.1.1 Real Estate Instrument with Installation: IAW 10 U.S.C. 2667, this fuel services contract serves as in-kind consideration to support a no-cost real estate instrument between the contractor and the installations representative. A draft real estate instrument is included as an Attachment in Section J of the Request for Proposal. DLA is not a party to this instrument but as part of contract performance, the awardee will be responsible for executing a final instrument with representatives of the MCINCR-MCBQ **Public Works Branch** within thirty (30) calendar days of contract award. Offerors are responsible for reviewing the draft real estate instrument and raising any questions concerning the draft provisions with the Contracting Officer prior to submitting their initial proposal. At contract award, the Contracting Officer will provide the contractor a final real estate instrument for review. The Contractor must sign the final real estate instrument with representatives of the Installation staff within thirty (30) days of contract award. Any requests for delays in these timelines must be approved by the Contracting Officer. Upon completion of the property real estate instrument between the contractor and the installation representative, the executed document will be incorporated into the contract by modification.

C-1.2 Contract Performance

The Contractor shall perform all fuels management and specific tasks listed in Sections 2.0 and 3.0, respectively. The Contractor shall submit performance-based plans, which shall provide assurance that the Contractor will meet all performance requirements outlined and comply with all specified Federal, State and local laws, regulations, and guidelines,. Except as may be specified herein, the Contractor is responsible for obtaining copies of all applicable Federal, State and local laws, regulations, and guidelines, including future changes thereto.

C-1.3 Detailed Plans

The following plans shall be submitted to the contracting officer as indicated. The Contractor shall ensure that all required plans are acceptable to and approved by DLA Energy prior to the start of the contract performance period. DLA Energy reserves the right to request changes or modifications to any Contractor performance-based plans at any time throughout the contract performance period.

C-1.3.1 Contract Compliance Plan (CCP)

The Contractor is responsible for ensuring compliance with all contract performance requirements.

As such, the Contractor shall develop an inspection system for monitoring overall contract performance. The inspection system is to include a written CCP developed and used by the Contractor to measure performance on a continuous basis. The CCP shall include performance requirements for all of the services and tasks listed in this PWS and the Contractor's own performance-based plans. General performance criteria shall include the Contractor's ability to provide continuous support capabilities as specified in this PWS, record keeping and reporting procedures pertaining to administrative requirements, terminal operations, facility/equipment maintenance, pest management, upkeep and appearance of grounds and facilities under Contractor control. The contractor shall ensure compliance with the installation pest management plan if the use of pesticides, herbicides, etc., are required. The CCP shall include time specific checklists for evaluation of all operational and preventive maintenance requirements. The CCP shall address procedures for corrective actions including the resolution of Quality Deficiency Reports (QDR) generated by the Contracting Officers Representative (COR). Any disagreements with the CCP will be resolved at least one level higher than the Contracting Officer. The CCP shall be made available for Government review, upon request, at any time during the contract performance period. The CCP may be used by the COR for monitoring and assessing contract performance. This plan shall be submitted 60 days after contract award and shall be effective at the time of submittal.

C-1.3.2 Product Quality Plan

The Contractor shall provide a comprehensive and detailed plan that will ensure that products handled by the Contractor remain on-specification IAW MIL STD 3004-1 (or most current version). The plan shall include sampling, test methods, equipment, and documentation of tests, records keeping, and actions to be taken in the event of unacceptable test results. The plan shall describe how product quality surveillance data will be documented and reported. The plan shall incorporate the requirements specified in Section C-2.2.3 of the PWS. The plan shall identify responsible parties for these functions. This plan shall be submitted 60 days after contract award and shall be effective at the time of submittal.

C-1.3. 3 Environmental Protection Plan (EPP)

The Contractor will continuously maintain an Environmental Protection Plan that complies with applicable provisions under federal, state, and local environmental regulations as well as prevailing DoD directives and/or policies including but not limited to 40 CFR 112/Oil Pollution Prevention Regulation; 40 CFR 280/Underground Storage Tank Regulation; 9 VAC 25-91-10/Virginia Aboveground Storage Tank Regulation; Virginia Air Pollution Control Regulation; and MCO 5090.2A/ Environmental Compliance and Protection Manual.

The Plan shall conform/interface with MCB Quantico's current plans and can include but are not limited to: Oil Discharge Contingency Plan; Oil Storage Tank Management Plan; Oil and Hazardous Substance Spill Prevention and Response Plan; Integrated Spill Management Plan; Storm Water Management Plan; and Environmental Management System Initiatives.

The provisions of the Plan shall include, but are not limited to, identification of points of contact; telephone numbers; description of required emergency response supplies and equipment maintained and available in work areas; personnel training requirements and certifications; required inspections; operation and maintenance procedures; spill response, manifesting and proper waste disposal SOPs; spill reporting requirements; and recordkeeping.

The Plan shall be readily available and continuously maintained at the Contractor's work areas. It

shall indicate that the Contractor is responsible for completing spill response, site assessments, required reporting/notifications IAW requirements to include DLA Energy Policy P-40 (Fuel Spill/Leak/'Release' Reporting). The Plan shall also address containment and cleanup/remediation of spills, as applicable and shall reference the contractor's spill response plan.

The costs for spill materials shall be included in the proposal under the Monthly Use Charge CLIN 0001 (MUCC). The Contractor shall be responsible for proper disposal of contaminated items associated with any spill and any required remediation and identify the disposal process in the EPP.

Required environmental permits to operate the fuel services will be obtained and maintained by the Contractor and outlined in the EPP. If any monitoring or testing is required for permits or regulations, the Contractor will be responsible for coordinating the tests and identify this information along with the frequency of these tests in the EPP. Coordination may need to take place with MCB Quantico's Environmental Division for these permits and tests, and this level of coordination will be included in the EPP.

The Plan shall be routed to MCB Quantico's Environmental Division to ensure local requirements are addressed prior to submittal and submitted to the Contracting Officer within 60 days of contract award. The approved Plan shall be effective at the start of the contract performance period and will update the EPP within 60 days of significant environmental regulatory changes that would impact the Contractor's scope of services under the PWS or invalidate any significant portions of the EPP.

C-1.3.3.1 Local Environmental Reporting

The Contractor shall comply with all applicable regulatory reporting requirements prescribed under, but not limited to, MCB Quantico's Spill Prevention, Control and Countermeasures Plan; Facilities Response Plan; Oil Discharge Contingency Plan; Oil and Hazardous Substance Spill Prevention and Response Plan; Integrated Spill Management Plan; Storm Water Management Plan; Oil Storage Tank Management Plan; Environmental Management System Initiatives; and, MCO 5090.2A/Environmental Compliance Manual. The Contractor shall submit all applicable reports to MCB Quantico's Environmental Division in accordance with the reporting frequencies prescribed under the aforementioned Plans and/or directives. For operational purposes, the Contractor is responsible for obtaining and/or maintaining said Plans and/or directives at places of work, as applicable. For recordkeeping purposes, the Contractor shall maintain copies of reports for no less than 5 years at a location that provides immediate availability of records for review during official regulatory inspections. The Contractor will provide to the COR required reports by the 5th day of each month.

C-1.3.3.2 Environmental Management System (EMS)

The Contractor's work under this contract shall conform with all operational controls identified in the MCINCR-MCBQ Environmental Management Systems (EMS) and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the EMS.

C-1.3.4 Spill Response Plan

The Contractor shall provide a detailed spill response plan developed in accordance with 40 CFR 112 and in concert with the installation spill plan(s). Installation spill plans can be obtained through

the MCB Quantico's Environmental Division. The plan shall specify the Contractor's spill response procedures/details (including the name and contact information of the Oil Spill Response Organization (OSRO)) in case of a spill were to overcome available Contractor and installation resources). All reportable spills shall be reported IAW DLA Energy Policy P-40 (Fuel Spill/Leak/Release Reporting). This plan shall be separate from the Environmental Protection Plan and shall be routed to MCB Quantico's Environmental Division to ensure local requirements are addressed prior to submittal.

The spill response that the Contractor is responsible for will be outlined in the Contractor's spill plan and delineate when the turnover of responsibility to Base personnel and/or the OSRO will take place. The Contractor shall provide all required spill material for both the facility customers' and Contractor employees' operational use, and list in the EPP what spill material will be on standby. This plan shall be submitted 60 days after contract award and shall be effective at the time of submittal.

C-1.3.5 Maintenance Plan

The Contractor shall provide a detailed maintenance plan for all facilities, equipment, and system components. The plan shall address all levels of maintenance and identify frequencies, methods and procedures for accomplishing the maintenance objectives. This plan shall be submitted 60 days after contract award and shall be effective at the time of submittal.

C-1.3.6 Safety Plan

The Contractor shall provide a detailed plan outlining the fuel systems applicable to the contracted location, product characteristic, and the policy, procedures, and actions necessary to maintain a safe working environment. The plan, a compendium of references, local laws, and regulations applicable to the products stored and handled, Safety Data Sheets, and guidelines regarding the safe handling of such products shall be maintained and updated over the course of the contract. **This plan shall be submitted with the proposal and shall be effective at contract award.**

C-1.3.7 Contract Contingency Plan

The Contract Contingency Plan shall outline Contractor actions to ensure there is no significant interruption of services resulting from labor disputes, catastrophic failure of equipment, or the effects of natural disasters / emergencies. The plan shall provide specific details regarding labor issues as may result from potential strike actions, military contingency, pandemic and war time manning requirements, subcontracting may be required to meet emergent manning requirements, and the replacement of equipment anticipated to be out of service for more than 72 hours. This plan shall be submitted 60 days after contract award and shall be effective at the time of submittal.

C-1.3.8 Operations and Staffing Plan

The Operations and Staffing Plan shall be a comprehensive detailed matrix outlining all manning aspects, to include sub-contracting, and requirements regarding the management and labor force. The plan shall include a detailed organization chart reflecting the number of employees identified by wage determination, job classification, and full/part time employee status, a brief description of the tasks to be performed, and the duty description. **This plan shall be submitted with the Contractor's proposal.**

C-1.3.9 Security Plan

The Contractor shall provide a detailed plan outlining procedures necessary to maintain security of the facilities (including MCINCR-MCBQO 3504.2 reporting requirements), Government Furnished data processing equipment, as well as any Contractor furnished equipment, tools, and materials. The Contractor's security plan shall outline policy, guidance, and procedures regarding facility access controls, visitor logs, lock and key controls, random patrols of fuel management facilities and pipelines, Automated Data Processing (ADP) security, and other force protection measures to deter unauthorized access, visitor entry control, and communications. This plan shall be submitted 60 days after contract award and shall be effective at the time of submittal.

C-1.3.10 Restoration of Property Plan: The Contractor shall be responsible for, and shall include in their technical proposal an annex providing a detailed plan addressing: facilities closure; demolition; removal; disposal; and restoration of the land leased from the Installation. Land restoration is defined as a state in which the leased land is free of any contamination, debris, or other environmental hazards or impact resulting from the Contractor's use in the performance of this contract and in compliance with all applicable base, local, state, and Federal laws and regulations. Note: The Contractor shall comply with all Federal, State, Local, and Installation requirements for Tank Closure (closing and demolition of facilities etc.). The plan shall include, at a minimum, milestones and a timeline for completion of all milestones. The plan must detail how the Contractor will ensure the facilities will remain operational until no more than 6 months from the end of the performance period. The contractor shall submit a proposal for equitable adjustment associated with this work to the Contracting Officer upon request, and shall obtain price competition from three vendors for this work. Costs for this work shall not be included in the monthly price for services. The cost for remediation actions due to/related to fuel contamination shall remain the responsibility of the Contractor and shall not be included in the contract price.

C-1.4 Workday Operations

Figure 1 provides a list of basic fuel related functions to be performed by the Contractor within the hours of operation as identified in Figure 1 below.

- (a) The Contractor must have an individual who can be contacted at any time for matters pertaining to the facilities.
- (b) All receipt operations shall be supervised by the Contractor.

Figure 1: Hours of Operation

The facility shall be operational 24 hours a day and 7 days a week (automated), and staffed Monday through Friday, 0730 – 1630 to support receipts and customer requests. The only exception to this would be for required maintenance to a particular tank or pump and during receipts. The Contractor shall notify the COR in advance of any downtime for the system.

Note 1: Contractor shall respond to unscheduled or emergency support within 2 hours of notification. Extremely congested traffic occurs frequently in and around the vicinity of the installation and must be considered when determining the required support.

C-1.4.1 Personnel Staffing Objectives

C-1.4.1.1 General

The Contractor shall provide the management and supervisory staff and labor to accomplish all services as identified within this PWS and all related contract texts or QAP's. The Contractor's staffing shall be flexible and fully capable of meeting the demands of the PWS.

C-1.4.1.2 Knowledge and Skills

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet the performance standards for those tasks and comply with all applicable Federal and State laws, regulations, and code. All employees shall be able to read and understand English to the extent they can understand and follow written and oral instructions/directions and be capable of writing in English. All employees shall be capable of performing basic numeric operations and the use of numbers as they relate to ledgers, logs, and forms, meters, gauges, and measuring devices.

C-1.4.1.3 Employment Standards

All employees or persons shall comply with all Federal, State, DOD, Navy/USMC, and station/base regulations, instructions, guidelines, and policy as a condition of employment at MCINCR-MCBQ. The Contractor shall be responsible for ensuring employee adherence to DOD and base regulations and policies.

C-1.4.1.4 Essential Personnel

Essential personnel, the corporate executive officer and the on-site manager team, shall have the education, training, background/experience, and skills required and necessary to make fiscal and management decisions, direct personnel, and work with individuals at all levels of corporate management and the military for this contract.

C-1.4.1.5 Corporate Executive Officer

To assure continuity between the contracted location/activity and corporate office, the Contractor shall employ an executive, who, for the duration of the contract, can make fiscal, management, and administrative decisions concerning this contract. He/she should have a complete understanding of the terms and conditions of this contract and shall be knowledgeable of fuel management and operations to the extent outlined herein.

C-1.4.1.6 Terminal Manager (TM)

Terminal Manager (TM): The TM shall have experience in bulk fuel storage and distribution systems/facilities, mobile and direct fuel servicing equipment quality surveillance, inventory, accounting, and administration. Practical experience in the basic design and layout of petroleum facilities, component makeup and flow characteristics of storage piping systems, and the ability to read and understand basic drawings, blueprints, and system specifications is also required. Other than those administrative duties commonly associated with and carried out by an individual in a management position, the site manager shall not have collateral duties, nor shall the position be a collateral duty. Two years of the TM's experience shall have been supervisory gained within the five years immediately prior to the contract start date. That experience shall have been specialized supervisory training in fuel operations with emphasis in equipment inspection, operation, maintenance, inventory management, and environmental compliance.

C-1.4.1.7 DLA Energy provided training: The Contractor will ensure employees are fully qualified at the performance start date of the contract. DLA Energy will provide the Fuels Terminal Manager/Property Administrator/Responsible Officer course, (five days), and the Fuels Manager Defense (FMD) course, (15 days). This training will be funded by DLA Energy. This includes training, transportation and lodging. DLA Energy will only fund the cost of training for initial two (2) individuals hired into requirement positions. Any additional employees requiring training will be funded by the contractor. The Contractor will submit requests for classroom slots to the COR who will approve or disapprove requests based on contract requirements. Once approved, the contractor will make a written request accompanied by an indemnification statement to the Contracting Officer for scheduling. If required, the Contractor shall ensure that all employees attend and participate in the Annual Spill Response Training.

C-1.4.1.7.1 Contractor Provided Training: The Contractor shall provide the following training to all employees: OSHA Hazard Communication; Confined Space training, Hazardous Waste Operations and Emergency Response (HAZWOPER); Occupational Safety and Health Administration (OSHA) Lock-out/Tagout, Personnel Protective Equipment; fuel operations; and environmental compliance; and DoD Antiterrorism (AT Level I Awareness training) IAW applicable Federal, State and local laws and regulations.

Additional training requirements are as follows:

C-1.4.1.7.1.1: The Contractor shall establish a program to provide recurring familiarization training to base personnel when requested on the operation of the retail facility to ensure safety and proper operation during use and to prevent spills.

C-1.4.1.7.1.2: The Contractor will provide familiarization training to the Base's Fire Department on the facilities and procedures when requested.

C-1.4.1.7.1.3: All Training records will be made available to the COR upon request.

C-1.4.1.8 Assistant Terminal Manager (ATM)

The Contractor shall employ an experienced Assistant Terminal Manager. The individual employed should have a minimum of three (3) years experiences in petroleum services operations and documented supervisory experience gained within five years immediately prior to the latter of the contract start date or the individuals hiring date. That experience shall have been supervisory experience in retail point operations with emphasis on equipment/systems maintenance and quality surveillance.

C-1.4.1.9 Replacement of Essential Personnel

In the event it becomes necessary to replace any essential personnel, the Contractor shall, within five workdays, notify the Government (DLA Energy K.O.) in writing (email is acceptable) as to the final workday or termination date of the outgoing person and a plan outlining specific dates/time frames for

the hiring of the replacement person, or a resume of a proposed candidate that supports the experience requirements noted above. All proposed replacement personnel shall have qualifications that are equal to or greater than the qualifications of the person being replaced.

C-1.4.1.10 Resumes

Resume for essential personnel, the Corporate Executive Officer (CEO), Terminal Manger (TM) and the Assistant Terminal Manager (ATM) shall be submitted within 30 days of contract award. A list of at least three (3) professional (work related) references, to include current telephone number and the express consent of the proposed candidate allowing DLA Energy to contact those referenced, shall accompany the resume.

C-1.4.1.11 Service Personnel

The personnel/position descriptions cited within this section are those applicable to MCINCR-MCBQ. They are statements regarding skills that are required to satisfy specific labor needs for performance of services as listed in this PWS.

C-1.4.1.12 Fuel Accountant/Computer Operator, FST (Computer Operator IV)

The Fuel Accountant shall be fully knowledgeable of manual and automated fuel management and accounting systems such as the Fuel Manager Defense (FMD), Fuel Enterprise Server (FES), Enterprise Business System (EBS), and the Supply computer systems applicable to the processing of fuel management accounting data. He/she shall possess sufficient computer skills to use client/server applications in a Microsoft Windows environment. Those skills shall include the ability to logon; shutdown; initiate modems; manipulate files and resolve technical issues and problems required to maintain a fully functional file, records, and reporting system; send and receive email; and to use web browsers to send and receive information. The use of Microsoft standard office products such as Word, Excel, and PowerPoint; other commercial off the shelf applications, utilities; and custom software in such a manner that daily fuel operations are effectively and efficiently conducted may also be required. Those skills shall include the use of the real time information systems, the manipulation data within the Fuel Manager system and the related fuel management modules and status systems. He/she shall also be fully knowledgeable of all DLA Business System Modernization Interim Policy and Procedural Guidance for the receipt, handling, issue, inventory, and accounting of petroleum products.

C-1.4.1.13 BSM-E Training

Fuel Accountants shall receive the in-resident Joint (FMD) Base Level Training Basic Accountant Course (3 weeks). Registration can be completed at the following website with the assistance of the COR. (DLA Energy Funded Training; Contractor funded per diem and travel after initial person is trained. <https://www.coggins.com/training.html>)

C-1.4.1.14 AT Level I Training

The Contractor shall comply with Department of Defense Instruction (DODI) 2000.16, "*DoD Antiterrorism (AT) Standards*," paragraph E3.18. DoD STANDARD 18: *AT Measures for Logistics and Other Contracting*, subparagraph E3.18.6 and Table E3.T2. *Minimum Level I AT Awareness Training Requirements*.

C-1.14.1.15 Security Awareness Training

Contractor personnel shall complete Security Awareness Training IAW DOD 5200.8-R & DLA Physical Security Plan. An electronic copy of training certificates will be provided to COR within 60 days of contract start date.

C-1.5 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance requirements and comply with all applicable laws and regulations. They shall be able to read and understand English to the extent of reading and understanding printed regulations, detailed written orders and operating procedures, training instructions and materials, and shall be able to compose reports which convey complete information. Alcohol and Drug testing is required for all Contractor personnel. Procedures for drug testing shall be identified in the CCP required by paragraph C-1.3.1 of the PWS.

C-1.6 Notification of Correspondence and Visits

The Contractor shall immediately provide the Contracting Officer and COR copies of all correspondence and notification of any visits relating to Federal, State, or local officials/agencies, and other personnel or Contractors that visit any fuel facility.

C-1.7 Uniforms, Clothing, Safety Equipment

In accordance with the Contractor's provided Safety Plan, all contract personnel, including site managers, shall wear distinctive, clean and serviceable company uniforms and required safety equipment in performance of their duties.

C-1.8 Physical Security

The Contractor shall incorporate necessary physical security measures in the CCP to ensure controlled access by authorized personnel only to fuel facilities and equipment under Contractor control; security of all gates, buildings and facilities when not in use; and ensure that system valves and refueling equipment are secured when out of service. The Contractor shall establish liaison with the appropriate MCINCR-MCBQ law enforcement agencies in development of physical security measures and Security Incident Reporting Procedures that coincide with installation protocols.

SECTION C-2.0 FUELS MANAGEMENT

C-2.1 Fuels Manager Defense System (FMD)

The Contractor shall be responsible for and perform all fuels inventory, accounting and administrative functions utilizing Government-owned equipment. The Contractor shall utilize the FMD, or other methods approved by DLA Energy. The Contractor shall be responsible for determining reorder cycles and ensuring that adequate stocks are on hand to fully support mission requirements at the facility. The Contractor shall submit documents and/or reports not later than 1000 hours, Monday through Friday, as specified by DLA Energy. The Contractor shall utilize Automatic Tank Gauging (ATG) to obtain inventories from the various tanks when needed and manually gauge only when required. The Contractor shall complete the required forms for FMD access and provide to the Contracting Officer.. The Contractor shall be responsible for the following FMD related functions:

1. Placing orders for gasoline, E85, and diesel from Posts, Camps, and Stations (PC&S) contracts.
2. Reporting receipts
3. Reporting inventories
4. Entering and reporting all transactions
5. Preparing and forwarding financial obligations

C-2.2 Fuel Operations

The Contractor shall be responsible for government-owned petroleum product IAW contract texts I116, I119.04 and all DLA Energy interim policies and instructions.

C-2.2.1 Product Receipts

The Contractor shall receive all fuel without causing operational delays. The Contractor shall immediately notify the COR/ Designated office of any operational discrepancies. The Contractor shall prepare all documents required for product receipt. Volume correction to 60 degrees Fahrenheit, shall be performed as outlined in DoDM 4140.25. The Contractor shall accomplish and submit all appropriate documentation to DLA Energy. The Contractor shall not receive and dispense fuel from the same tank simultaneously.

C-2.2.2 Retail Issues

Except for scheduled maintenance, and other occurrences of which the COR/Designated Office has been notified, the Contractor shall maintain a tank in the ready-to-issue mode for retail dispensing 24/7 for each product. The Contractor shall issue product without causing operational delays and ensure that all product is on specification. The Contractor shall immediately notify the COR/ Designated Office of any discrepancy that may result in the inability to issue product.

C-2.2.2.1 Electronic Point of Sale, QR (Quick Response) Code Management

The Contractor will provide the appropriate hardware for the COCO facilities, and DLA Energy will provide the appropriate software for EBS/FMD/EPoS support of COCO fuel facilities. The contractor shall utilize Electronic Point of Sale (EPOS) devices (pedestal and/or mobile) provided by DLA Energy as Incidental Equipment to capture and report sales from the COCO. The contractor must contact the DLA Policy and System Sustainment Branch at EPoSFunctionalSupport@dla.mil to coordinate the installation on the COCO retail facility prior to DLA Energy accepting the facility. Prior to the end of the contract terms or termination of the contract, the contractor will again use the same email address to obtain disposition instructions.

C-2.2.3 Product Quality

The Contractor shall ensure product quality in accordance with contract text I116. Quality control includes but is not necessarily limited to visual inspection of product receipt samples, API gravity of product receipts and periodic receipt samples as required by the Naval Petroleum Office (NPO). No petroleum product shall be received or issued until product quality determinations have confirmed product quality within specifications. Products shall be issued on a first-in, first-out basis unless otherwise specified by the COR/ Designated Office. Additional sampling/testing may be required as determined by the DLA Energy Quality Assurance Representative (QAR). The COR, QAR and Designated Office shall be notified immediately of any suspected fuel quality issues prior to fuel receipts, transfers or issues. The Contractor shall take retention samples when directed by the QAR. Samples representing receipts of Government-owned products shall be properly marked by the Contractor as to product, source, and date taken for retention as determined by the QAR and IAW MIL STD 3004-1 (most current version)

C-2.2.4 Inventory

The Contractor shall be responsible for petroleum inventories as specified in contract text I119.04 and DLA Energy Policy P-1 “*Recording and Processing Inventory Transactions*”.

SECTION C-3.0 SPECIFIC TASKS

C-3.1 MCINCR-MCBQ AUTOMATED FUEL DISPENSING FACILITY

The description of the specific fuel service requirements is outlined herein. The Contractor shall satisfy all tasks and meet the requirements outlined for each task. The Contractor shall provide retail fuel services on Government-Furnished property located on the west side of the installation including all receipt, storage, handling and issue. The Contractor shall provide all manpower, equipment, and material resources as necessary to provide these services. No Government facilities are available for use at this location. All facilities, equipment or materials furnished by the Contractor shall be suitable for retail dispensing of commercial gasoline, E85, and commercial diesel products. The Contractor’s technical proposal will identify the type of material that will be used throughout the fuel distribution system. The services are required to be operational no later than twelve months after award of contract. The Contractor shall provide two copies of completed Contractor-Owned Contractor-Operated (COCO) facility drawings/schematics to the CONTRACTING OFFICER, - three (3) copies to the **MCINCR-MCBQ** Public Works Business Center, and one (1) copy to the **MCINCR-MCBQ** Readiness Business Center.

C-3.1.1 ESTIMATED TOTAL ANNUAL USAGE

Figure 2: Retail Dispensing Notes 1 & 2

| PRODUCT | NSN | MONTHLY AVERAGE (GAL) |
|----------|------------------|-----------------------|
| E-85 | 9130-01-470-2024 | 2900 |
| Unleaded | 9130-01-388-4080 | 11,000 |
| Diesel | 9140-01-524-0139 | 9100 |

*NOTE 1: Averages are estimated from receipts.

NOTE 2: Vehicle overall dimensions that will use retail islands range from approximately 20’ to 80’ long, 4’ to 20’ wide x 16’ high. Facility drive surface shall be designed to support equipment of approximately **70 tons.

C-3.1.2 PERFORMANCE REQUIREMENTS

The Contractor must have the ability to dispense (retail) fuel to a minimum of **50** various combinations of wheeled vehicles and equipment per hour with Diesel, E85, and Gasoline.

A **minimum** of:

- 2 each, double hose dispensers for diesel
- 2 each, double hose dispensers for unleaded
- 1 each, double hose dispensers for E-85

C-3.1.2.1 ADDITIONAL SERVICES

The services provided under this contract shall include, as a minimum, the following:

- (a) All tanks and facilities used to provide the services shall meet the requirements of the current American Petroleum Institute (API) Standards, National Fire Protection Association (NFPA) Codes, National Electric Codes, and all local code (to include MCINCR-MCBQ Technical Design Guide), Federal, State laws and regulations applicable to tanks and facilities of the type utilized. These facilities shall meet best commercial standards with components and fixtures that allow proper service interface with military vehicles and equipment. The Contractor shall be responsible for obtaining all permits necessary for operating, and constructing these facilities, including, but not limited to permits for air containment sources and storm water discharge. The Contractor shall be responsible for obtaining all inspections by State and local authorities addressing fire and electrical codes prior to operation. A copy of all environmental permits when issued new or upon update will be provided to the DLA Energy COR and be readily available on-site.
- (c) The retail dispensing area shall be configured with adequate energy efficient lighting for a 24-hour day operation. Retail dispensers shall be fully automated and be able to dispense products without being physically manned by Contractor personnel. The Contractor shall supervise all fuel receipts into the COCO facility to ensure safety and prevent spills.
- (d) Automated facility shall consist of latest version of DOD standard source data collection equipment (Fuels Manager Defense) and shall be designed to interface all receipts, retail issues and accounting transactions to FMD and the Enterprise Business System (EBS).
- (e) The Contractor shall provide weekly project status reports until the facility has been approved by DLA Energy to the Contracting Officer and COR prior to the start of performance.
- (f) The facility shall provide for safe access and exit and a safe traffic pattern within the facility. Traffic flow pattern to and from the facility shall be provided by the installation during the pre-solicitation conference.
- (g) Vehicle retail pump dispensing area shall be provided with a canopy.
- (h) The Contractor shall ensure all fuel control meters are calibrated annually or as required by State or Federal regulations. The Contractor shall utilize the most stringent requirement if there is a conflict in requirements.
- (i) Utilities tie-in points will be provided by the installation to the edge of the leased property. The Contractor shall install utility meters so the installation can monitor energy consumption. The Contractor shall pay the monthly utility bills direct to the vendor and these costs shall be included in the Monthly Use Charge COCO (MUCC) amount.

Note: The contractor must show in the proposal the capabilities (draft technical drawings, facility specifications, etc.) to provide the services and meet the requirements of this PWS.

SECTION C-4.0 INFORMATION RECORDS MANAGEMENT

C-4.1 General

Documents held or generated by the Contractor shall be open and readily available to Government inspection, review, and audit for the duration of the contract and any subsequent and contiguous contract periods. On termination of the contract, all records except personnel files, training records, equipment records, and proprietary company management records shall be deemed the property of DLA Energy and turned over to DLA Energy. Environmental permit records, especially the tank/facility closure permits or changing of ownership permits, will be provided to the COR for the Base Environmental records.

C-4.2 Proprietary Systems

Should proprietary systems/equipment or non-DOD maintenance and accounting systems be installed by the Contractor, the Contractor shall provide continuous secure web access or access to a secure workstation that will fully portray any and all work in progress, completed, and planned.

Appendix A: DEFINITIONS

Access Control: Common Access Card (CAC) Issuance Program and the Trusted Associate Sponsorship System (TASS): Ref: DLAI 1000.13 and Appendix E of this PWS.

Contractor (The): The Contractor. The individual, person or group of persons, company or corporation specifically named and contracted by/with the Government to fulfill the terms of this contract document. The term “Contractor” as used herein refers to the company or corporation as a whole or any individual, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer (KO): Includes Procurement Contracting Officer (PCO) and Administrative Contracting Officer (ACO) functions.

Contracting Officers Representative (COR): The local technical specialist designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under this contract.

APPENDIX B

ABBREVIATIONS AND ACRONYMS

| ABBREVIATIONS AND ACRONYMS | |
|----------------------------|--|
| API | American Petroleum Institute |
| AQL | Acceptable Quality Level |
| AST | Aboveground Storage Tank |
| ASTM | American Society for Testing Materials |
| ATG | Automated Tank Gauging |
| CAC | Common Access Card |
| CDR | Contract Discrepancy Report |
| CFR | Code of Federal Regulations |
| COR | Contracting Officer's Representative |
| DLA | Defense Logistics Agency Energy |
| DoD | Department of Defense |
| EPA | Environmental Protection Agency |
| EPP | Environmental Protection Plan |
| FAR | Federal Acquisition Regulation |
| FMD | Fuels Manager Defense System |
| FRP | Facility Response Plan |
| FSC | Facility Spill Coordinator |
| IAW | In Accordance With |
| KO | Contracting Officer |
| NFPA | National Fire Protection Association |
| NPDES | National Pollution Discharge Elimination System |
| PC&S | Posts, Camps, and Stations |
| PM | Preventive Maintenance |
| PMI | Preventive Maintenance Inspection |
| PWS | Performance Work Statement |
| QASP | Quality Assurance Surveillance Plan |
| QCP | Quality Control Plan |
| SOP | Standard Operating Procedure |
| SPCC | Spill Prevention Control and Countermeasure Plan |
| TASS | Trusted Associate Sponsorship System |

Appendix C

REGULATIONS

The following is a brief list of the regulations directly/indirectly referenced in the PWS. It is not an all-inclusive listing. It is incumbent upon the Contractor to ensure full compliance with all Federal, State, USMC, and local regulations. The Contractor will contact the installation to receive copies of applicable local station regulations required under this contract prior to submittal of their plans and insert necessary requirements into their plans. The Contractor shall provide all other references.

| Regulation | Title |
|----------------------|--|
| 29 CFR | Labor |
| 33 CFR 154 Subpart F | Response Plans for Oil Facilities |
| 40 CFR 112 | Oil Pollution Prevention |
| 40 CFR 260 – 268 | EPA Hazardous Waste Management System Plan |
| 40 CFR 122 | National Pollutant Discharge Elimination System Permit Plan |
| 49 CFR 171 | Hazardous Materials Regulations; General information, regulations, and definitions |
| 49 CFR 172 | Hazardous materials table, special provisions, hazardous materials communications, emergency response information, and training requirements |
| 49 CFR 173 | Shippers—general requirements for shipments and packaging |
| 49 CFR 178.345 | General design and construction requirements applicable to Specification DOT 406... |
| 49 CFR 178.346 | Specification DOT 406; cargo tank motor vehicles |
| 49 CFR 180 | Continuing Qualification and Maintenance of Packaging |
| 49 CFR 194 | Response Plans for Onshore Oil Pipelines |
| 49 CFR 382 | Controlled Substance and Alcohol Use and Testing |
| 49 CFR 383 | Commercial Driver's License Standards; Requirements/Penalties |
| 49 DFR 387 | Minimum Levels of Financial Responsibility for Motor Carriers |
| 49 CFR 390 | Federal Motor Carrier Safety Regulations; General |
| 49 CFR 391 | Qualification of Drivers |
| 49 CFR 392 | Driving of Commercial Motor Vehicles |
| 49 CFR 393 | Parts and Accessories Necessary for Safe Operation |
| 49 CFR 395 | Hours of Service for Drivers |
| 49 CFR 396 | Inspection, Repair and Maintenance |
| MCINCR-MCBQO 3504.2 | MARINE CORPS INSTALLATIONS NATIONAL CAPITAL REGION–MARINE CORPS BASE ORDER 3504.2 (or most current version) |
| NFPA 30 | Flammable and Combustible Liquids Code |
| NFPA30A | Code for Motor Fuel Dispensing Facilities and Repair Garages |
| NFPA 385 | Tanks Vehicles for Flammable and Combustible Liquids |
| 40 CFR 60 | New Source Performance Standards (NSPS) for air contaminant sources |
| 40 CFR 63 | National Emission Standards for Hazardous Air Pollutants (NESHAP) |
| DLAI 1000.13 | Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals |
| DoDM 4140.25 | DOD Management of Bulk Petroleum Products, Natural Gas, and Coal |

| | |
|----------------|---|
| MIL-STD 3004-1 | Quality Assurance for Fuels, Lubricants and Related Products (most current) |
| 40 CFR 70 | Title V major source permits |
| 9 VAC 25-91-10 | Virginia Aboveground Storage Tank Regulation |

APPENDIX D

Common Access Card (CAC) Procedures

Performance under this contract may require the Contractor to obtain a Common Access Card (CAC). If CACs are issued under this contract, the Contractor shall complete and comply with the following steps to obtain, control, and turn-in Government-issued CACs, as well as establish procedures to control and account for Contractor CACs at all times. This process is only for the issuance and accountability of CACs. Contractors may be required to provide additional forms and follow additional procedures for other forms of access and/or background/security checks depending on local site/installation requirements.

1. The Contractor has each employee requiring a CAC complete and sign Sections I and II of the DD Form 1172-2. The instructions for completing the DD Form 1172-2 are located at <http://www.cac.mil/Portals/53/Documents/dd1172-2.pdf>.

For Section II, Block 22 - If the Contractor employee signs and the DD Form 1172-2 it is then forwarded by the Contractor; this provides verification for the employee information. If the Contractor is submitting a DD Form 1172-2 for him/herself (e.g., the owner), with no higher authority above them for verification, then the signature in Block 22 must be notarized to verify identity.

The Contractor forwards the DD Form(s) 1172-2 via hand-carry, secure mail, or encrypted email to (NOTE: The Contractor may forward these forms individually or as a group):

- The Contracting Officer's Representative (COR) for the contract, if a COR was designated.
 - The Contracting Officer (KO) for the contract, if no COR was designated.
2. Each Contractor employee must verify his/her account information upon receipt of an email from the Government containing a username and password for the Trusted Associate Sponsorship System (TASS). The web link for TASS is included in the email.
 3. Each Contractor employee will receive an email via TASS when his/her account has been approved. The email will notify the employee to obtain a Government-issued CAC from the nearest Real-Time Automated Personnel Identification System (RAPIDS) office. The email will also provide a link that identifies the locations of RAPIDS offices.
 4. Each Contractor employee shall obtain his/her issued CAC from the RAPIDS office.
 5. The Contractor, within one (1) business day of issuance, provides written notice via email to the COR (or the KO, if no COR was designated) for each Contractor CAC issued identifying the Contractor employee's name, the date of issuance, and the date of expiration of the CAC. This notification may be made individually for each Contractor employee or together for a group of Contractor employees.
 6. The Contractor establishes procedures to control and account for Government-issued Contractor CACs at all times, to include the following:
 - Ensure Contractor CACs issued for this contract are only used for the purpose of performing under

this contract.

- Ensure Contractor CACs are secured in a manner that precludes unauthorized use and that recognizes the CAC is the property of the U.S. Government.
- Ensure Contractor employees do not abuse or place holes in their CACs.
- Ensure Contractor employees do not display their CACs in public.

7. If a Contractor CAC is lost or stolen:

- The Contractor employee shall immediately notify the Contractor that the Contractor CAC has been lost or stolen.
- The Contractor shall immediately notify the COR (or the KO, if no COR was designated, detailing the circumstances regarding the lost or stolen Contractor CAC, by one of the following methods:
 - In person, followed within one (1) business day by a written notice via email
 - In writing via email
 - By telephone, followed within one (1) business day by a written notice via email.
- The Contractor shall report the lost or stolen CAC card to the local DLA Police/host installation police, who will provide the Contractor a police report. If there is no local DLA Police/host installation police, or no police report is provided, the Contractor shall provide information to the COR/KO, as applicable, detailing the circumstances of how the CAC was lost or stolen. The COR/KO will provide a memorandum for the Contractor employee to support issuance of new CAC.
- The Contractor has the Contractor employee bring the report/memorandum to the nearest RAPIDS office. If the CAC can be reissued within 24 hours, bring the report/memorandum to the nearest CAC office for reissue. If the CAC cannot be reissued in 24 hours, follow the steps for a new CAC, beginning at Step 1.

8. If the expiration date for a Contractor CAC is prior to completion of the contract and the Contractor employee is to continue working under the contract and still requires a CAC, the Contractor:

- Notifies the COR by one following methods:
 - In person, followed within one (1) business day by a written notice via email
 - In writing, via email
 - By telephone, followed within one (1) business day by a written notice via email.
- No less than two (2) weeks prior to the current CAC's expiration date, completes and complies with the steps above beginning with Step 2 for issuance of a new Contractor CAC for the employee.
- Brings the expiring CAC to the RAPIDS office for turn-in and receives new CAC.
- Notifies the COR once a new CAC has been issued.

9. The Contractor employee turns in any found CACs immediately, via hand-carry, to the nearest Federal law enforcement office.

10. The Contractor immediately collects all Contractor CAC(s) from the Contractor employee(s) at:

Contract completion or Termination/Reassignment of an employee (this includes any reason the Employee is no longer working for the Contractor under the contract or otherwise no longer requires a CAC).

11. The Contractor:

- For contract completion or termination – within one (1) business day after collecting the Contractor CAC(s), arranges for turn-in via one of the below methods:
 - i. If the COR/KO is co-located or near enough that in-person transfer of CACs can be arranged, the Contractor:
 - Arranges to meet the COR (or the KO, if no COR was designated) to turn-in the collected Contractor CAC(s).
 - Hand-carries all collected Contractor CACs for turn-in to meet the COR (or the KO, if no COR was designated).
 - Completes and signs the Government-Issued Contractor CAC Turn-In Receipt with the COR (or the CO, if no COR was designated). The Contractor is provided a copy of the receipt.
 - ii. If in-person transfer of CAC cannot be arranged, the Contractor:
 - Sends, via certified mail, the CACs to the COR/KO. The Contractor includes in the package the Government-Issued Contractor CAC Turn-In Receipt, with signed acknowledgement of Contractor turn-in.
 - Notifies COR/KO that CACs have been sent via certified mail.
 - Receives a completed copy of the receipt from the COR/KO once the COR/KO has received the CACs.
- For termination/reassignment of an employee:
 - i. Immediately notifies the COR (or the KO, if no COR was designated) that the employee is no longer working for the Contractor under the contract or otherwise no longer requires a CAC, as follows:
 - In person, followed within one (1) business day by a written notice via email, or
 - In writing, via email, or
 - By telephone, followed within one (1) business day by a written notice via email.
 - ii. Follows the turn-in procedures above for contract completion or termination, as applicable.

Contractor Reporting Requirements: The Contractor is required to submit, on a monthly basis, to the COR (or the KO, if no COR was designated) a report of all employees working on the contract who have been issued CAC cards and a verification of whether each listed employee still requires a CAC. The report must note where changes have occurred (additions or deletions) since the previous month. Contractor employees who already have a CAC related to another DLA or DoD contract must be included in the monthly report. Contractor shall note the issuing organization and the CAC expiration date. Contractor is still responsible for notifying the COR/KO when the individual is no longer working under the subject contract.

The above procedures have been established as a DLA security measure. Contractors are advised that failure to comply with any of the above requirements will be considered a violation of the terms and conditions of the contract and the Contracting Officer may take action to remedy such violations. Specifically, failure to safeguard, follow these procedures, including reporting requirements, or turn-in CACs within the established timeframes may result in

the following actions, which are in addition to other actions the Contracting Officer may take under governing law and regulation and the terms and conditions of the contract:

- Immediate work stoppage (issuance of a stop work order), not to be lifted until resolution of CAC issue
- Disapproval of invoices and delay of payment
- Withholding of final payment (in accordance with FAR 52.204-9)
- Documentation of CAC Non-Compliance in the Contractor Performance Assessment Reporting System (CPARS)

APPENDIX E

QUALITY ASSURANCE SURVEILLANCE PLAN

***This Summary will be used by the US DLA Energy Representative and Contracting Officer to assess Contractor performance. ***

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|--------------------|---------------------------------|---|--|--|---|
| See PWSC-2.0 | Performance Requirements | | | | |
| 1. See PWS C-2.2 | Fuel Operations | At all times safely, without causing delay, interruption or demurrage. This applies to response times for duty hours, non-duty hours and extended surge operations. | 100% of mission support requirements fulfilled on time. | Periodic observation of ops and sampling of reports and customer satisfaction data. QAR input. | Customer feedback, US Government surveillance, and demurrage. |
| 2. See PWS C-1.4 | Hours of Operation | At all times safely, without causing delay, interruption or demurrage. This applies to response times for duty hours, non-duty hours and extended surge operations. | 100% mission support availability 24 hours a day, 7 days a week and within 2 hours on weekends and holidays. | Periodic observation of ops and sampling of reports and customer satisfaction data. QAR input. | Customer feedback, US Government surveillance, and demurrage. |
| 3. See PWS C-2.2.1 | Product Receipt | At all times safely, without causing delay, interruption or demurrage. This applies to response times for duty hours, non-duty hours and extended surge operations. | 100% of receipt requirements fulfilled on time. | Periodic observation of ops and sampling of reports and customer satisfaction data. QAR input. | Customer feedback, US Government surveillance, and demurrage. |

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|-----------------------|-----------------|--|---|--|--------------------------------------|
| 4. See PWS Appendix A | Product Storage | At all times safely maintain product quantity, integrity and availability to meet the intended use. Shall maintain storage facilities, and stock levels. | 100% of inventory goals achieved within allowable stock levels. | Periodic observation of ops and sampling of reports and customer satisfaction data. QAR input. | 100% DoD System of Record compliant. |

| | | | | | |
|----------------------|--|---|---|--|--|
| 5. See PWS C-2.2.2 | Product Issue | At all times safely, without causing delay, interruption or demurrage. This applies to response times for duty hours, non-duty hours and extended surge operations. | 100% of issue requirements fulfilled on time and within allowable stock levels. | Periodic observation of ops and sampling of reports and customer satisfaction data. QAR input. | Customer feedback, US Government surveillance and demurrage. |
| 6. See PWS C-2.2.2.1 | Electronic Point of Sale, QR Code Management | Issue and revoke QR codes as requested in writing from the customer units. Maintain databases of all required reports unless maintained by EPoS contractors. Download transactional data as required. Receive, maintain, issue, reprogram and revoke QR codes as requested in writing in accordance with DLA Energy Interim Policy P-5 or newly developed procedural documentation. | QR code management maintained 100% accurate with no negative impact to mission. | Periodic observation of ops and sampling of reports and customer satisfaction data. QAR input. | Customer feedback, US Government surveillance and demurrage. |
| 7. See PWS C-2.1 | Account for Fuel/Inventory Management | Account for product according to DoD 4140.25-M, DoD System of Record and other applicable policies and procedures. | 100% inventories in tolerance. 100% timeliness. 100% of daily transactions posted on time. 100% account transactions within tolerance. 100% of accounts reconciled within two business days | Monthly sampling and review of reports and System of Record. | US Government surveillance. |

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|---------------------|--|---|--|---|---|
| 8. See PWS C-2.2.4 | Accounting for Fuel/Inventory Management | The Service Provider shall connect to and use the DoD System of Record for fuels inventory, accounting and administrative functions according to DoD 4140.25-M and other applicable guidance, unless otherwise agreed upon. This action needs to commence prior to the actual operational start date. | No deviation to the DoD System of Record requirement of 90% or greater system up-time. | Monthly review of ledger. | US Government surveillance. |
| 9. See PWS C-2.2.3 | Product Quality | At all times safely ensure fuel quality according to the applicable product specs. and the Product Quality Control Plan. | 100% on specification. | Periodic sampling and review of lab reports. | Lab test reports. Quality Deficiency Reports (QDRs) QAR visits. |
| 10. See PWS C-1.3.6 | Safety | Ensure safety in all operations according to the Safety Plan. | No lost time due to injury or accidents. No accidents causing physical damage greater than \$100. | Monthly review of safety records and accident/incident reports. | Number of preventable safety accidents/incidents. |
| 11. See PWS C-1.3.9 | Security | According to the Security Plan, provide for access control for US Government Property (fuel products, facilities, equipment, Information (systems) required for contract performance. | No security violations that result in loss of product, property or unauthorized access. Three minor violations of security regulations allowed during the assessment period. | Monthly review according to the Security Plan. | Number of security violations. Number of information system violations. Number of antiterrorist violations. |

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|---------------------|--------------------------|--|---|---|--|
| 12. See PWS C-1.3.3 | Environmental Protection | Follow the Environmental Compliance and Spill Control Plans. | No NOV environmental violations or noncompliance. | Monthly review of environmental records | Number of NOVs and noncompliance violations. |

| | | | | | |
|---|--------------------------------|--|--|--|---|
| | | | | | |
| 13. See PWS C-1.1.4; C-1.4.1.7; C-1.4.1.13 – C-1.4.1.15 | Training Requirements | Workforce successfully completed, or scheduled for job specific and mandatory training required by statutory and regulatory requirements and receives the requisite certifications and licenses. | 100% of statutory and regulatory certifications and licenses received and current. 100% of employees successfully completed or scheduled in a timely manner for job specific and mandatory training. | Periodic sampling of training, certification and licensure records | 100% of statutory and regulatory training requirements are met. |
| 14. See PWS C-1.1 | Contractor Furnished Items | Provide at all times, adequate tools, personnel protective equipment, vehicles to support the mission without causing delay, interruption or demurrage. | No negative mission impact due to lack of tools, personnel protective equipment, vehicles, etc. | Periodic observation of ops and sampling of inventory documents and customer satisfaction data. QAR input. | US Government surveillance. |
| 15. See PWS C-1.8 | Unauthorized Use of Facilities | No personal property allowed on leased property. No utilization of on-site equipment, property, or facilities for storage or repair of vehicles and equipment not specifically required by the contract provisions. No cooking, smoking, open flames or flammable materials in the work area or inside building. | No unauthorized use of leased property, equipment, or facilities. No cooking, smoking, open flames or flammable materials in the work area or building. | Periodic observation of ops and customer satisfaction data. QAR input. | US Government surveillance. |
| 16. See PWS C-1.4.1.3 | Report Fraud, Waste, and Abuse | Promptly report to the Contracting Officer and fraud counsel any indications of fraud, waste, or abuse as well as any investigative contact concerning fraud, waste or abuse. | No unreported fraud, waste, or abuse, nor Unreported investigative contact concerning fraud, waste, or abuse. | Periodic observation of ops and customer satisfaction data. QAR input. | US Government surveillance. |
| | | | | | |

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|---------------------|---|--|--|---|---|
| 17. See PWS C-1.6 | Notification of Correspondence and Visits | Provide Contracting Officer and COR copies of all correspondence and notifications of any visits relating to federal, state, or local officials or agencies and other personnel or contractor that visit the retail fuel facility. | | | |
| 18. See PWS C-1.3.5 | Maintenance | Maintain the fuel systems, e.g., equipment, facilities, and grounds according to manufacturers' specifications, best commercial practices and the Maintenance Plan to include all operator, preventive and other maintenance. | The Contractor shall provide the manpower, materials, tools and equipment to establish and implement a maintenance program. The facilities and equipment in commission rate shall be at 90% or better, with mandatory operator, preventive, and other maintenance conducted in a timely manner and properly recorded. The "in commission rate" shall be defined in the Maintenance Plan. | Monthly review of maintenance reports, and periodic visual inspections. | Number of opened, scheduled or programmed projects. |
| See PWS C-3.0 | Deliverables | | | | |
| 19. See PWS C-1.3 | Plans | The Contractor shall have plans that meet applicable statutory and regulatory requirements. Other accredited documentation, as | 100% of plans or other accredited documentation is provided to and accepted by the Government within the specified timeframe. | Periodic review of plans and as required by each type of plan. | US Government surveillance. |

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|-------------------|---------------------|--|--|--|--|
| | | <p>agreed to by the Government, to assess fuel operations and support capabilities (e.g. international certifications, certificates or licenses to operate) is authorized. The plans or other documentation, and any changes, must be acceptable to the Government and kept current at all times for the duration of the contract. The plans included:</p> <ul style="list-style-type: none"> · Operations & Staffing · Contract Quality Assurance · Product Quality Control · Safety · Security · Environmental Compliance and Spill Control · Maintenance · Training | They are kept current for the duration of this contract. | | |
| 20. See PWS C-4.0 | Reports and records | <p>Unless exempted by law, the Service Provider, when requested by the Government, shall promptly provide to the Government all records (electronic and otherwise) related to operations and staffing, contract quality assurance, product quality control, safety, security, environmental compliance and spill control, maintenance,</p> | 100% of records provided as requested. | Monthly review of Quality of Service (QOS) data. | Service Provider fully complies with US Government requests. |

| TASK# | TASK | PERFORMANCE STANDARD | ACCEPTABLE QUALITY LEVEL | SURVEILLANCE MEASURE | PERFORMANCE MEASURE |
|-------|------|---|-----------------------------|-------------------------|------------------------|
| | | training and property management. | | | |

PAST PERFORMANCE INFORMATION DISCLOSURE CONSENT FORM

Joint Venture Partner/Subcontractor/Teaming Partner Consent Form for the Release of Present and Past Performance Information to the Prime Contractor.

Present and Past Performance Information concerning joint venture partners cannot be disclosed to a private party without the teaming joint venture partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing joint venture/teaming partner's Past Performance Information to the prime during discussions. DLA Energy requests that the following consent form be completed by the joint venture partners/major subcontractors/teaming partners identified in your proposal. The completed consent forms should be submitted as part of your Past Performance Information.

SAMPLE:

Dear Ms. Smith:

We are currently participating as a joint venture partner with (prime contractor or name of entity providing proposal) in responding to the Defense Logistics Agency (DLA) Energy solicitation for the operation and maintenance of the fuel facilities at Osan AB, Korea; Kadena AB, Japan; and Misawa AB, Japan under Request for Proposal Solicitation No. SPE603-18-R-0512.

We understand the Government is placing increased emphasis on Present and Past Performance in order to obtain best value in source selections. In order to facilitate the past performance evaluation process, we are signing this consent form to allow you to discuss our Present and Past Performance Information with the prime contractor during the source selection process.



John Q. Hancock
President, Contractor Inc.

(Signature and title of individual possessing the authority to sign for and legally bind the company)

Company Name:

Address:

GENERAL INFORMATION

| Contractor Name | CAGE | Contract Number | Assessment Period |
|--|--|---|--|
| | | | |
| Name of Point of Contact | Email Address | Phone Number | Awarded Price |
| | | | |
| Contract Dates | Contract Type | Performed as: | Complexity of Work |
| Award Date: _____ End Date: _____ Actual End Date: _____ | <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other _____ | <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-Contractor Prime Name: _____ <input type="checkbox"/> Joint Venture | <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low |
| Brief Description of work/supplies furnished to Customer | | | |
| | | | |

CLIENT INFORMATION

| Name of Person Completing Questionnaire | Title | Email Address |
|---|-------|---------------|
| | | |
| Client's Signature and Date | | |
| | | |

RETURN INFORMATION

PLEASE RETURN THIS FORM WITH COMPLETED QUESTIONNAIRE TO:

| Contract Specialist | Phone | Email Address |
|------------------------------------|----------------------------------|--|
| Mark A. Laskoski and Careka Squire | (717) 831-6975 (571) 459-8982 | mark.laskoski@dla.mil careka.squire@dla.mil |

GENERAL GUIDANCE FOR COMPLETING QUESTIONNAIRE

- A. The questionnaire should be completed by the individual most knowledgeable of the Contractor's day-to-day operations and overall condition of the services being rendered. However, that individual is encouraged to supplement their own knowledge of the Contractor's performance with the judgment of others in their organization, as applicable.
- B. Handwritten responses are sufficient. However, request they be legible.
- C. Please provide explanatory narratives for as many responses as possible. These narratives need not be lengthy, just descriptive. Space for narrative comments is included after each question and on the last page of the survey. If more space is needed, use the back of the survey or attach additional pages.
- D. As the survey relates to an ongoing source selection for the services identified in the cover letter, request that all information provided within the survey be safeguarded against unauthorized disclosure.
- E. The following description should be used as a guide in providing element ratings:

EXCEPTIONAL

Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

VERY GOOD

Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

SATISFACTORY

Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

MARGINAL

Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

UNSATISFACTORY

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

NOTE: The adjectival ratings Exceptional, Very Good, Satisfactory, Marginal, and Unsatisfactory reflect the ratings in the Contractor Performance Rating System (CPARS). However under the DOD's streamlined process for evaluating Past Performance under Lowest Price Technically Acceptable, ratings of Acceptable and Unacceptable must be used. Therefore the Contracting Officer has determined that CPARS/Survey ratings of Exceptional, Very Good, Satisfactory, and Marginal will equate to an Acceptable rating. Rating of Unsatisfactory will equate to an Unacceptable rating.

Contractor Performance Assessment Input Form

Please assess the above contractor's performance in the below areas. The narrative should include positive and negative statements to match the rating below each section.

1. Quality of Service: *Assessment based on the contractor's conformance to contract requirements, specifications and standards of good workmanship to include ability to accommodate change. (I.e. Did the contractor exhibit knowledge of/ and comply with Government (or other) regulations? Did the contractor demonstrate technical expertise in providing all contractual services? Did the contractor utilize personnel or possess tools/equipment necessary to adequately provide the services? Was a Show Cause or Cure Notice or Discrepancy Report ever been issued? Was the contract terminated for default? Did the contractor display the ability to correct problems? Did the contractor meet the standards for Technical Performance/Administrative Performance/Safety & Health.)*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

2. Schedule: *Assessment based on the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements to include responding to any correspondences. (I.e. were tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract? Was contractor responsive to technical and/or contractual direction? Was he compliant with contract terms and conditions? Were there any contract concessions/changes/terminations made due to the contractor's failure to accurately plan?)*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

3. Cost Control: *Assessment should be based on the contractor's effectiveness in forecasting, managing, and controlling contract cost, employ adequate budgetary internal controls. If the contract is Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment, please mark "Not Applicable". (I.e. Did the contractor perform the effort within the estimated cost/price? Did contractor provide accurate and complete billings? Did the contractor submit accurate invoices on a timely basis? Demonstrate cost efficiencies in performing the required effort?)*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

4. Management of Key Personnel: *Assessment based on the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. (I.e. Is the contractor managing subcontractors in order to meet the requirements of the contract? Did the contractor train personnel? Was the labor turnover in key personnel labor categories minimal? Did it adversely affect/or not the contractor's performance? Contractor did not frequently propose personnel to fulfill the requirements of the contract who were clearly unqualified.)*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

5. Small Business: *(This area applies only to domestic contracts.) Is the contractor in compliance with the terms and conditions of the contract that are related to small business participation?. Is the contractor meeting small business goals? Is the contractor making a good faith effort to meet small business subcontracting goals?*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

6. Regulatory Compliance: *Is the contractor in compliance with all regulations and codes regarding financial, environmental, labor, and safety. Is the contractor meeting the reporting requirements in a timely manner?*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

7. Business Relationships: *Has the contractor demonstrated effective management over the effort performed? Maintained an open line of communication so that the COR and/or CO/CS is apprised of technical, cost, and schedule issues? Did the contractor present information and correspondence in a clear, concise, and businesslike manner? Did the contractor promptly notify the COR/CS/CO in a timely manner regarding urgent issues? What do you think of the contractor's overall performance?*

Please rate the above contractor substantiated by the above narration, according to the following ratings:

____ Exceptional ____ Very Good ____ Satisfactory ____ Marginal ____ Unsatisfactory ____ Not Applicable

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

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| REV | DESCRIPTION | DATE | APPROVED |
|-----|------------------|--------------|----------|
| | ENERGY QAP E1.01 | January 2012 | |

E1.01 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT INSPECTION OF SERVICES (DLA ENERGY JAN 2012)

If any inspection or test is made by the Government on the premises of the Contractor or subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties.

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

DEFENSE ENERGY SUPPORT CENTER
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| APPROVED FOR PUBLIC RELEASE | REVIEWED BY [REDACTED] | DATE 11/21/2013 | NSN | CODE ID NO. 52838 | |
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| REV | DESCRIPTION | DATE | APPROVED |
|-----|------------------|------------|----------|
| | ENERGY QAP E1.11 | March 2000 | |

E1.11 QUALITY CONTROL PLAN

(a) Upon award, the Contractor shall prepare, in triplicate and in English, a Quality Control Plan (QCP). Prior to the first receipt of Government-owned product into the facility, two copies of the QCP shall be forwarded to the Contracting Officer and one copy to the assigned Quality Assurance Representative for approval.

(b) The QCP shall include the following quality control procedures employed by the Contractor.

- (1) Receiving (both product and additives);
 - (2) Blending;
 - (3) Sampling;
 - (4) Testing;
 - (5) Storage and handling;
 - (6) Loading and shipping;
 - (7) Calibration program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1." Equivalent local regulation, as appropriate, may be used as well. Whichever program used must include a section addressing meter proving (used to determine quantity) and must comply with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For any item that requires calibration but is not covered by ASTM, API, or IP publications, the applicable manufacturer's recommended calibration method(s) outlined in the applicable industry publication shall be used if acceptable to the Government;
 - (8) Quantity measurement;
 - (9) Records and reports; and
 - (10) Corrective action procedures (to include, but not be limited to, procedures for notification of Quality Representative, actions to be taken on discovery of off-spec product during receipts/shipments, upgrading procedures for Contractor-caused contamination, leaks, etc.). The QCP shall also include an organizational chart of key personnel and their responsibilities and a schematic diagram of the facility with key inspection/activity points marked for each product handled.
- (c) The QCP shall require that each Contractor employee be familiar with its content and shall state that it must be reviewed semiannually and revised as needed. Revision should occur when any change is made to the inspection system, when any corrective action needs to be incorporated due to quality problems, and as otherwise necessary. The Contractor shall sign and date each revision of the QCP.

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| REV | DESCRIPTION | DATE | APPROVED |
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| 1 | DLA ENERGY QAP E18 | FEB 2017 | FEB 2017 |

ENERGY QAP E18 (FEB 2017) INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DLA ENERGY)

(a) The Contractor shall maintain and make available upon request the following historical data relative to each storage tank provided:

- (1) Date and type of construction;
- (2) Name of installing contractor;
- (3) Product service (past and present) and dates;
- (4) Date of last cleaning/physical entry inspection and contractor's name;
- (5) Structural condition based on cycle inspection at the time of cleaning or repair;
- (6) Record of tank repairs;
- (7) Tank dimensions and capacity;
- (8) Inspection and tank cleaning frequency (date of next mandatory inspection, when tank out of service, required);
- (9) Tank coating history;
- (10) Tank strapping charts;
- (11) As built drawings (if available); and
- (12) Records of product tests and trends.

(b) At the Contractor's expense, the Contractor shall empty, inspect, and clean each bulk petroleum storage tank and dispose of all tank bottom waste for each tank furnished under this contract at the following intervals. When tank cleaning does take place, the Contractor, at his own expense, shall be responsible for providing alternate tankage and transferring the remaining product to that tankage. Such tankage shall be suitable for storing the transferred product and shall be of equal or greater capacity than the tankage being cleaned. Any proposed reduction in the storage capacity cited in the contract must be approved by the Contracting Officer in advance.

(1) AVIATION FUEL STORAGE TANKS.

- (i) Every 4 years for uncoated storage tanks without an inlet-filter separator.
- (ii) Every 6 years for either a coated tank without an inlet filter separator, or for an uncoated tank with an inlet-filter separator.
- (iii) Every 8 years for coated tanks with an inlet-filter separator.
- (iv) For storage tanks with direct receipt of fuel from barge or tanker, the frequency for physical entry inspection and cleaning will be 3, 5, and 8 years for (i), (ii), and (iii) above, respectively.
- (v) Tanks will be emptied, cleaned, and inspected more frequently than the periods stated in (i) through (iv) above when sample analysis indicates a build-up of sediment in the tanks.
- (vi) A delay in tank inspection and cleaning may be authorized if the cause for the delay is justified and approved, in advance, by the Contracting Officer.

(2) **GROUND AND MARINE FUEL STORAGE TANKS.** Tanks will be emptied, cleaned, and inspected when sample analysis indicates a build-up of sediment in the storage tanks.

(c) The time for cleaning will be measured from the date of the last cleaning regardless of whether the tank was under contract with DLA Energy at the time of the last cleaning.

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| 1 | DLA ENERGY QAP E18 | FEB 2017 | FEB 2017 |

(d) Samples will be taken and tested at Government expense. If tank cleaning is required earlier than the criteria listed in (b) (1) above and the Government is shown to be at fault, then the Government will be responsible for cleaning, sampling, and testing costs. In all other cases, tanks requiring cleaning will be removed from revenue and cleaned at the Contractor's expense.

(e) At the time of offer submission, the offeror shall provide the Contracting Officer with a listing of all tank inspections and cleanings, and other activities that would take a tank out of service, which are anticipated to occur during the contract period (see chart below). This listing shall include the tank number, location, reason for being out of service, dates the tank will be out of service and provisions that have been made to replace the tankage while it is out of service. Updates to the listing shall be sent to the Contracting Officer as soon as a change is known.

| <u>Tank Number</u> | <u>Location</u> | <u>Reason</u> | <u>Dates</u> | <u>Replacement Tankage</u> |
|--------------------|-----------------|---------------|--------------|----------------------------|
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SUPPLEMENTAL QUALITY ASSURANCE PROVISION
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| REV | DESCRIPTION | DATE | APPROVED |
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| 3 | DLA ENERGY QAP E22 | 9 Feb 2022 | 9 Feb 2022 |

ENERGY QAP E22 LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS (DLA ENERGY) (FEB 2022)

The following lists shall be used to identify the Government inspection office assigned inspection and/or acceptance responsibility for DLA Energy contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office, by office code, is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this QAP shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):

| | | | | | |
|----------------------|-----|----------------|-----|----------------|------------------|
| Alabama | 110 | Maine | 110 | Oklahoma | 110 |
| Arizona | 120 | Maryland | 110 | Oregon | 120 |
| Arkansas | 110 | Massachusetts | 110 | Pennsylvania | 110 |
| California | 120 | Michigan | 110 | Rhode Island | 110 |
| Colorado | 120 | Minnesota | 110 | South Carolina | 110 |
| Connecticut | 110 | Mississippi | 110 | South Dakota | 110 |
| Delaware | 110 | Missouri | 110 | Tennessee | 110 |
| District of Columbia | 110 | Montana | 120 | Texas | 110 ¹ |
| Florida | 110 | Nebraska | 110 | Utah | 120 |
| Georgia | 110 | Nevada | 120 | Vermont | 110 |
| Idaho | 120 | New Hampshire | 110 | Virginia | 110 |
| Illinois | 110 | New Jersey | 110 | Washington | 120 |
| Indiana | 110 | New Mexico | 120 | West Virginia | 110 |
| Iowa | 110 | New York | 110 | Wisconsin | 110 |
| Kansas | 110 | North Carolina | 110 | Wyoming | 120 ² |
| Kentucky | 110 | North Dakota | 110 | | |
| Louisiana | 110 | Ohio | 110 | | |

EXCEPTIONS:

¹ The El Paso, Texas, area is assigned to Code 120 (DLA Energy Americas West).

² The Newcastle, Wyoming, area is assigned to Code 110 (DLA Energy Americas East).

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|---|---------------------------|-----------------|---|---------------------|----------------|
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| 3 | DLA ENERGY QAP E22 | 9 Feb 2022 | 9 Feb 2022 |

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):

| | | | | | | | |
|--------------------|------------------|----------------------|------------------|-----------------------|-----|----------------|-----|
| Afghanistan | 400 | Cyprus | 200 | Malaysia | 300 | Singapore | 300 |
| Africa | 200 ³ | Egypt | 400 ³ | Maldives | 300 | South America | 110 |
| Alaska | 130 | Europe (Continental) | 200 | Malta | 200 | South Korea | 300 |
| Antarctica | 300 | Georgia | 200 | Mauritius | 200 | Sri Lanka | 300 |
| Armenia | 200 | Greenland | 200 | Mexico | 110 | Syria | 400 |
| Ascension Island | 110 | Hawaiian Islands | 300 | Midway Island | 300 | Taiwan | 300 |
| Australia | 300 | Hong Kong | 300 | Mongolia | 300 | Tajikistan | 400 |
| Azerbaijan | 200 | Iceland | 200 | Myanmar | 300 | Thailand | 300 |
| Azores | 200 | India | 300 | Nepal | 300 | Turkey | 200 |
| Bahrain | 400 | Indonesia | 300 | New Zealand | 300 | Turkmenistan | 400 |
| Bangladesh | 300 | Ireland | 200 | North Korea | 300 | United Arab | |
| Bermuda | 110 | Iran | 400 | Oman | 400 | Emirates | 400 |
| Bhutan | 300 | Iraq | 400 | Pacific Islands | | United Kingdom | 200 |
| Brunei | 300 | Israel | 200 | (Central & South) | 300 | Uzbekistan | 400 |
| Cambodia | 300 | Japan | 300 | Pakistan | 400 | Vietnam | 300 |
| Canada | 110 ⁴ | Jordan | 400 | Papua New Guinea | 300 | Wake Island | 300 |
| Canary Island | 200 | Kazakhstan | 400 | Philippines | 300 | Yemen | 400 |
| Caribbean Islands | 110 | Kuwait | 400 | Qatar | 400 | | |
| Central America | 110 | Kyrgyzstan | 400 | Russia | 200 | | |
| Chagos Archipelago | 300 | Laos | 300 | Ryukus Islands, Japan | 300 | | |
| China | 300 | Lebanon | 400 | Saudi Arabia | 400 | | |
| Comoros | 200 | Madagascar | 200 | Seychelles Is. | 200 | | |

EXCEPTIONS:

³ Except for Egypt, which is assigned to DLA Energy Middle East (Code 400), all other countries in Africa fall under DLA Energy Europe (Code 200).

⁴ For Canada locations, contact DLA Energy Americas East (Code 110) to confirm coverage.

(c) INSPECTION OFFICES AND CODES.

110. DLA Energy Americas East
ATTN: Quality Manager⁵
Federal Building, Suite 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 332-4113
FAX: (713) 718-3891

SUPPLEMENTAL QUALITY ASSURANCE PROVISION
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| 3 | DLA ENERGY QAP E22 | 9 Feb 2022 | 9 Feb 2022 |

120. DLA Energy Americas West
ATTN: Quality Manager ⁵
800 Seal Beach Blvd
Seal Beach, CA 90740
Phone: (424) 347-3101/3102
FAX: (424) 347-3120

130. DLA Energy Americas North
ATTN: Quality Manager ⁵
1480 Sijan Street, Suite 300
Joint Base Elmendorf-Richardson, AK 99505
Phone: (907) 384-7180
FAX: (907) 384-1086

200. DLA Energy Europe and Africa

Military Mailing Address:

DLA Energy Petroleum Lab
ATTN: Quality Manager ⁵
CMR422
APO AE 09067-0422
Phone: 49-631-3406-2285/2286 ⁶
FAX: 49-631-3406-2289 ⁶

Commercial Shipping Address:

DLA Energy Petroleum Lab
ATTN: Quality Manager
Bldg. 320, Rhine Ordnance Barracks
Am Opelkreisel
67663 Kaiserslautern, Germany

300. DLA Energy Indo-Pacific
ATTN: Quality Manager ⁵
Bldg. 17000, Room 21
APO AP 96543
Phone: (671) 366-7762
FAX: (671) 366-7767
[Location: Guam]

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400. DLA Energy Middle East
 ATTN: Quality Manager ⁵
 PSC 851, Box 180
 FPO AP 09834-2800
 Phone: 973-1785-6493 ⁶
 FAX: 973-1785-4650 ⁶
 [Location: Bahrain]

⁵ Designated location of the DLA Energy Regional Quality Manager/Pre-Award Survey Monitor.

⁶ Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

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| | ENERGY QAP E28 | February 2022 | 2 February 2022 |

E28 CONTRACTOR INSPECTION RESPONSIBILITIES (STORAGE)

(a) Inspection and tests by the Government of services, facilities, and equipment specified within this contract does not relieve the Contractor from responsibility to meet all requirements of the contract.

(b) The Contractor shall furnish personnel, facilities, and equipment on-site to accomplish the following routine tests and procedures. These on-site resources may be provided by Contractor personnel or by a commercial source action on behalf of the Contractor. The Quality Representative will not be responsible for performing any of these services for the Contractor.

(1) Sampling of storage tanks, shipments and receipts in accordance with ASTM D4057, Standard Practice for Manual Sampling of Petroleum and Petroleum Products (API Manual of Petroleum Measurement Standards (MPMS), Chapter 8.1);

(2) Retaining of product composite samples from shipments and receipts as follows:

| MINIMUM | | |
|---------------------------|------------------|------------------|
| METHOD OF SHIPMENT | MINIMUM QUANTITY | RETENTION PERIOD |
| Pipeline | 20 liters | 60 days |
| Tanker/Barge | | |
| Parcel Composite | 20 liters | 90 days |
| Each compartment | 0.5 liters | 90 days |
| Navy Fleet Oilers/Vessels | 10 liters | 60 days |
| Tank Truck/Car | 1 liter | 15 days |

NOTE: After the minimum retention period, samples shall be tested for Appearance, Color (Visual), API Gravity/Density and Flash Point and, if found to be on-specification, shall be returned to like Government stock on-site. Sample containers may be reused if properly cleaned.

(3) Determining the presence of water in storage tanks, shipments and receipts. Ensure that accurate water cuts are obtained by means of a water indicating paste conforming to MIL-W-83779B. Two suggested sources are Stewart Hall Chemical Testmaster Water Indicating Paste or Sartomer Sar Gel Water Indicating Paste (see Note 2 below);

(4) Determining Density at 15 degrees Celsius or API gravity of products by ASTM D1298 or ASTM D4052 (see Note 2 below);

(5) Determining the temperature of products by the API MPMS, Chapter 7 (see Note 2 below);

(6) Determining the Appearance of applicable products using ASTM D4176, Procedure 1 (see Note 2 below);

(7) Determining the visual color of products.

(8) Determining the Flash Point of applicable products using test methods cited in the appropriate product specification (see Note 2 below);

(9) Conversion of gross to net gallonage (liters);

(10) Determining the percentage (volume) of fuel system icing inhibitor (FSII) by means of a portable refractometer in accordance with ASTM D 5006. One suggested source is H.B. Industries, Inc., Glenview, IL 60025 (B/2 Anti-Icing Additive test kit) (see Note 2 below); and

(11) Determining the range of fuel electrical conductivity using ASTM D2624. One suggested source for a conductivity meter is Emcee Electronics, Inc., Sarasota, FL 33581 (Model 1152) (see Note 2 below)

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| | ENERGY QAP E28 | February 2022 | 2 February 2022 |

Note 1: All costs for providing the above tests and procedures shall be included in the monthly service charge. The only exception to the Contractor's obligation to provide these services as part of the monthly service charge is when the tests described above are part of the higher order analysis (defined as the following categories: Composite Samples, Storage Tanks After Receipt, Interface Mixtures, Dormant Stocks and Individual Tests (including particulate contamination) found in the MIL-STD-3004-1 Table titled MINIMUM SAMPLING AND TESTING REQUIREMENTS FOR PETROLEUM PRODUCTS.

Note 2: Upon request, the Contractor shall permit the Quality Representative unrestricted use of the equipment and ancillary supplies needed to perform this test/procedure on behalf of the Government.

(c) During the contract, the Contractor shall furnish representative samples of the product in each storage tank, shipment or receipt at the request of, and in the manner and to the place designated by, the Quality Representative. Sample size will be 2 gallons for gasoline-type fuels and one gallon or 10 gallons for jet diesel-type fuels. The number of samples to be furnished during any 12-month period shall not exceed eight times the number of tanks specified in the contract. Such samples shall be packed, marked, and shipped by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor. Sample containers shall be epoxy coated on the interior. This requirement is in addition to sampling required elsewhere in this contract provision and the contract. All reasonable direct shipping costs associated with samples required by this paragraph shall be reimbursed upon request from the Contractor and such costs shall not be included in the monthly service charge. However, all other costs related to this requirement shall be included as part of the monthly service charge.

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SIZE

SCALE

CODE IDNO.

DRAWING NUMBER

52838

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

REVISIONS

| REV | DESCRIPTION | DATE | APPROVED |
|-----|----------------|----------|----------|
| | ENERGY QAP E34 | May 1987 | |

E34 TEST FOR SULFIDES IN WATER

(a) **SCOPE.** This method describes a procedure for determining the presence of hydrogen sulfide, which is sometimes formed as a result of bacterial action on the sulfates contained in water bottoms in fuel storage tanks.

(b) **APPARATUS.** 250 ml conical flask.

(c) **MATERIALS.**

(1) Dilute (10%) chemically pure sulfuric or hydrochloric acid.

(2) Lead acetate paper.

(d) **SAMPLES.** Representative water samples from storage tank bottoms must be taken in a glass bottle. In some cases it will be necessary to take the water sample in a Bacon bomb sampler. Samples so taken will always be transferred to a glass bottle. To preclude oxidation by air, the filled bottle must be capped immediately. The sample should be tested as soon as possible after sampling to minimize possible changes in the composition of materials in the water.

(e) **PROCEDURE.**

(1) The sample must be shaken thoroughly just prior to performing the test to make certain that any sediment present is included in the portion of the sample to be tested.

(2) Transfer 100 ml of the shaken sample into a conical flask. Add 20 ml of dilute (10%) chemically pure sulfuric or hydrochloric acid to the flask. Immediately place a piece of lead acetate paper folded in a "V" shape in the neck of the flask. Bring the water to a boil and continue to gently boil for three or four minutes.

(f) **REPORT.** The presence of sulfides in the sample will be reported if the lead acetate paper shows a black or brown discoloration.

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD
FORT BELVOIR, VIRGINIA 22060-6222

| | | | | | |
|-----------------------------|---------------------------|--------------------|------------------------|----------------------|----------------|
| DISTRIBUTION STATEMENT - A | PREPARED BY [REDACTED] | DATE 11/12/2013 | ITEM ENERGY QAP E34 | | |
| APPROVED FOR PUBLIC RELEASE | REVIEWED BY [REDACTED] | DATE 11/20/2013 | NSN MULTIPLE | CODE ID NO. 52838 | |
| DISTRIBUTION IS "UNLIMITED" | APPROVED BY [REDACTED] | DATE 2013-1120 | SIZE | SCALE | DRAWING NUMBER |

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

REVISIONS

| REV | DESCRIPTION | DATE | APPROVED |
|-----|----------------|---------------|----------|
| | ENERGY QAP E35 | December 2011 | |

E35 NONCONFORMING SUPPLIES AND SERVICES

(a) DEFINITION: As used in this contract provision:

Deviation is defined as a written authorization granted after contract award and prior to manufacture of an item, to depart from a particular performance or design requirement of a contract, specification, or referenced document, for a specific number of units or specific period of time, normally the duration of the contract.

Extraordinary situation means the matter cannot await resolution until the next DLA Energy business day (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded).

Waiver is defined as a written authorization granted after contract award to accept a configuration item or other designated item which, during production or after having been submitted for inspection, is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method. Approval is on a case-by-case basis and is normally for a set period of time.

(b) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(c) The following procedures shall be used to request a deviation or waiver.

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the appropriate Inspection Office referenced in the LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS or QUALITY REPRESENTATIVE contract provision of this contract. Each request shall provide the following information: Contractor name; name and contact information of the contractor's authorized negotiator; contract number; contract line item number and product nomenclature, clause or contract provision number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and an agreement to pay an equitable price reduction, estimated and proposed by DLA Energy, over and above the administrative fee, contingent on the impact of the specific circumstances on DLA Energy relative to approval of the deviation or waiver.

(2) In extraordinary situations, the Contractor may initially submit a verbal request for a waiver, but not a deviation, to the Contracting Officer. Written requests shall be submitted to the Contracting Officer by the next DLA Energy business day (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). If the Contracting Officer cannot be reached, the Duty Officer shall be contacted to provide the necessary information to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633 or (703) 767-8420.

(3) If a deviation or waiver is granted, the contract will be modified to accept the nonconforming supplies or services and to require the Contractor to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation warrants, a deviation or waiver may be granted without prior agreement on price reduction or other consideration, subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such an agreement, in addition to a brief description of the terms of the deviation or waiver, shall be documented on the shipping document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS contract provision of this contract.

(4) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$500, which covers administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(5) If a deviation or waiver is granted modifying this contract, but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$1000, a second contract modification shall be issued reducing the Contractor's obligation to \$1000 (the administrative cost of issuing the two required modifications), plus, if appropriate, any cost of Government reinspection or retest performed as a result of the deviation or waiver being granted.

| | | | | |
|---|---------------------------|---|------------------------|-------------------------|
| SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP) | | DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN RD FORT BELVOIR, VIRGINIA 22060-6222 | | |
| DISTRIBUTION STATEMENT - A | PREPARED BY [REDACTED] | DATE 04/14/2014 | ITEM ENERGY QAP E35 | |
| APPROVED FOR PUBLIC RELEASE | REVIEWED BY [REDACTED] | DATE | NSN MULTIPLE | CODE ID NO. 52838 |
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SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)**REVISIONS**

| REV | DESCRIPTION | DATE | APPROVED |
|-----|----------------|---------------|----------|
| | ENERGY QAP E35 | December 2011 | |

(d) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE, INSPECTION OF SERVICES - FIXED PRICE, or CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS contract provision, then in no event will consideration be less than \$500 to cover administrative costs. This \$500 fee is in addition to --

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(e) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DLA Energy contract.

(f) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to, rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

SUPPLEMENTAL QUALITY ASSURANCE PROVISION
(SQAP)

DEFENSE LOGISTICS AGENCY ENERGY
8725 JOHN J. KINGMAN RD
FORT BELVOIR, VIRGINIA 22060-6222

DISTRIBUTION STATEMENT - A
APPROVED FOR PUBLIC RELEASE
DISTRIBUTION IS "UNLIMITED"

SIZE

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DRAWING NUMBER

52838

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

REVISIONS

| REV | DESCRIPTION | DATE | APPROVED |
|-----|----------------|---------------|----------|
| | ENERGY QAP E36 | February 1970 | |

E36 INSPECTION (STORAGE)

The facilities to be provided hereunder shall be ready for inspection and acceptance by _____. The Contractor shall notify the Contracting Officer of the date such tanks and facilities are available for inspection and acceptance, and the Contracting Officer, or his designated representative, shall promptly thereafter inspect such tanks and facilities. No payment will be made for services performed or facilities provided prior to _____.

SUPPLEMENTAL QUALITY ASSURANCE PROVISION (SQAP)

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| | | | | | |
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| DISTRIBUTION STATEMENT - A | PREPARED BY [REDACTED] | DATE 11/12/2013 | ITEM ENERGY QAP E36 | | |
| APPROVED FOR PUBLIC RELEASE | REVIEWED BY [REDACTED] | DATE | NSN MULTIPLE | CODE ID NO. 52838 | |
| DISTRIBUTION IS "UNLIMITED" | APPROVED BY [REDACTED] | DATE 2017-0223 | SIZE | SCALE | DRAWING NUMBER |

| SMALL BUSINESS SUBCONTRACTING PLAN | | | |
|---|---------|---|---|
| Offeror name and address: | | Date: | |
| | | Type of plan (check one): If Individual, supply solicitation number; if Commercial, supply effective period. | |
| | | <input type="checkbox"/> Individual _____ <div style="text-align: right; margin-right: 50px;">Solicitation number</div> | |
| | | <input type="checkbox"/> Commercial _____ <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Effective begin date Effective end date </div> | |
| | | | |
| The following, along with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507, Public Law 99-661, and paragraph (d) of FAR Clause 52.219-9, Small Business Subcontracting Plan. | | | |
| TERMS AND DEFINITIONS The following terms and acronyms are used throughout this form: <ul style="list-style-type: none"> Commercial Plan – a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the company or a portion thereof (e.g. division, plant, or production line). Individual Plan – a subcontracting plan that covers the entire contract period. SB – Small Business concern VOSB – Veteran Owned Small Business concern SD-VOSB – Service-Disabled Veteran Owned Small Business concern HUBZone – Historically Underutilized Business Zone SDB – Small Disadvantaged Business concern WOSB – Women-Owned Small Business concern Direct and Indirect Cost – Overhead activities may be used to supplement direct charge activities. Contractors are encouraged to use indirect costs to meet goals when direct costs subcontracting opportunities are restrictive toward meeting established goals. | | | |
| PART 1 – SUBCONTRACTING GOALS | | | |
| A. Total dollars planned to be subcontracted: \$ ⁰ _____ Dollars Percentage | | | |
| B. Dollars and percentages planned to be subcontracted to large business concerns. | LB | \$ | % |
| | SB | \$ | % |
| C. Dollars and percentages planned to be subcontracted to SB concerns. Percentages should be expressed as a percentage of the total dollars planned to be subcontracted. The offeror shall include all subcontracts that contribute to contract performance. | VOSB | \$ | % |
| | SD-VOSB | \$ | % |
| | HUBZone | \$ | % |
| | SDB | \$ | % |
| | WOSB | \$ | % |
| D. Description of principal types of supplies and services to be subcontracted to each of the SB concerns: | | | |
| SB | | | |
| VOSB | | | |
| SD-VOSB | | | |
| HUBZone | | | |
| SDB | | | |
| WOSB | | | |

SMALL BUSINESS SUBCONTRACTING PLAN

E. Describe method used to develop these goals (e.g. based on procurement history, available resources, etc.):

F. Were indirect costs included in establishing these goals? ☐ Yes ☐ No

If yes, describe the method used to determine proportionate share of indirect costs to be incurred with each of the SB concerns:

| | |
|---------|--|
| SB | |
| VOSB | |
| SD-VOSB | |
| HUBZone | |
| SDB | |
| WOSB | |

PART 2 – SUBCONTRACTING PROCEDURES

A. Individual who will administer the offeror's subcontracting program

(Reference FAR Part 52.219-9, Small Business Subcontracting Plan, (Para 9-11) for specific duties as they relate to the firm's subcontracting program and include additional duties the company has designated).

Name:

Title:

E-Mail

Phone:

Description of Duties:

B. Indicate methods used to identify potential sources for solicitation purposes:

- ☐ **Existing company source lists**
- ☐ **National Minority Purchasing Council Vendor Information Service**
- ☐ **Trade Associations**
- ☐ **Federal government development centers such as DoD's Procurement Technical Assistance Center (PTAC), SBA's Small Business Development Center (SBDC) and Department of Commerce's Minority Business Development Center (MBDC)**
- ☐ **Other:** _____

SMALL BUSINESS SUBCONTRACTING PLAN

C: Describe methods used to assure that SB, VOSB, SD-VOSB, HUBZone, SDB and WOSB concerns are provided an equitable opportunity to compete for subcontracts.

PART 3 – SUBCONTRACTING PLAN MANAGEMENT

The offeror certifies, by signature on this plan, that the following procedures regarding management of this subcontracting plan will be enacted and maintained. The contractor agrees to provide the following:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (6) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (7) Assurances that the offeror will --
 - (i) Cooperate in any studies or surveys as may be required;

SMALL BUSINESS SUBCONTRACTING PLAN

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(8) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

- (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
- (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.

- (iv) Records of any outreach efforts to contact --
- (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and woman - owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
- (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (vii) Assurances that the Contractor will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the proposal for the modification, in the same or greater scope, amount, and quality used in preparing and submitting the modification proposal. Responding to a request for a quote does not constitute use in preparing a proposal. The Contractor used a small business concern in preparing the proposal for a modification if --
- (A) The Contractor identifies the small business concern as a subcontractor in the proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
 - (B) The Contractor used the small business concern's pricing or cost information or technical expertise in preparing the proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work when the modification is executed.

(viii) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(ix) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

(x) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

PART 4 – AGREEMENT AND APPROVAL SIGNATURES**A. Offeror's agreement**

Offeror's signature

Typed name and title_____
Date**B. Reviewed By:**

Contract Specialist 's signature

Typed name, title, and Business Unit_____
Date**C. Contracting Officer's Approval**

Contracting Officer's signature

Typed name, title, and Business Unit_____
Date**D. Division Chief's Approval**

Is SDB goal less than 5%?

☐ Yes☐ No

If yes, a Division Chief's signature, one level above Contracting Officer is required:

Deputy's/Director's signature

Typed name and title_____
Date**E. Small Business Specialist's Approval**☐ Concur☐ Non-concur

Small Business Specialist's signature

Typed name and title_____
Date**Small Business Specialist's Rationale:**

Calculating Total Planned Subcontracting Dollars

A. Total estimated dollar value of all planned subcontracting for an Individual Contract Plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a Commercial Plan; i.e., the sum of LB and SB: \$ _____ (This number will be auto calculated when the total Large Business (LB) and total Small Business (SB) fields are populated.)

B. Total estimated dollar value of planned subcontracting with large businesses (LB):
\$ _____

Total estimated dollar value of planned subcontracting with small businesses (SB):
\$ _____

C. Total estimated dollar value and percent of planned subcontracting with small businesses (include veteran-owned, service-disabled veteran-owned, HUBZone, disadvantaged and women-owned small business concerns):
\$ _____ (Percentage of total dollars will auto populate)

Calculating Small Business Subcategories

These numbers have already been captured in SB dollars; therefore, you don't need to roll them up to equal the total small business dollars allocated above. It is possible to have one company that fits into more than one category (i.e. SDVOSB and HUBZone) and the same dollar amount would be allocated to both categories.

General Instructions

Instructions for Contractors

1. Complete Form
2. Save the completed form in PDF
3. Print saved copy and sign
4. Scan signed copy
5. Email the completed, scanned **SIGNED** copy

Instructions for Contracting Officer and Contract Specialist

1. Contracting Officer/Contract Specialist **MUST** review and sign electronically with your CAC to make a determination of adequacy **PRIOR** to forwarding to DLA Energy-DU mailbox. When signing, follow the following steps:
 - a. Click on Tools
 - b. From the Drop Down Box Select Content
 - c. Click on Typewriter
 - d. Type Name and Title
 - e. Type Date
 - f. Scroll Down and click on Sign & Certify

- g. Click on Place Signature
- h. Click OK for the Adobe Acrobat Message
- i. Place Cursor in the Top of the Signature Block
- j. Hold and Drag Across Signature Block
- k. Save

- 2. Save as a PDF attachment
- 3. Email signed documents to the DLA Energy-DU mailbox within 5 days of Contracting Officer/Contract Specialist signature
- 4. DLA Energy-DU will review for concurrence, sign electronically, and return within 3 days

Note: JavaScript must be enabled in order for calculations to function.

| | | |
|--|--|--|
| "REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor | | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 |
| Daniel W. Simms Director | | Wage Determination No.: 2015-4281 Revision No.: 24 Date Of Last Revision: 06/27/2022 |
| Division of Wage Determinations | | |

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

| | |
|---|---|
| If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022: | With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022: | With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

States: District of Columbia Maryland Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert Charles Prince George's

Virginia Counties of Alexandria Arlington Fairfax Falls Church Fauquier

Loudoun Manassas Manassas Park Prince William Stafford

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 19.39 |
| 01012 - Accounting Clerk II | | 21.79 |
| 01013 - Accounting Clerk III | | 24.36 |
| 01020 - Administrative Assistant | | 37.47 |
| 01035 - Court Reporter | | 28.71 |
| 01041 - Customer Service Representative I | | 16.73 |
| 01042 - Customer Service Representative II | | 18.25 |
| 01043 - Customer Service Representative III | | 20.48 |
| 01051 - Data Entry Operator I | | 16.64 |
| 01052 - Data Entry Operator II | | 18.16 |
| 01060 - Dispatcher Motor Vehicle | | 23.00 |
| 01070 - Document Preparation Clerk | | 18.23 |
| 01090 - Duplicating Machine Operator | | 18.23 |

| | |
|--|----------|
| 01111 - General Clerk I | 17.51 |
| 01112 - General Clerk II | 19.12 |
| 01113 - General Clerk III | 21.47 |
| 01120 - Housing Referral Assistant | 25.33 |
| 01141 - Messenger Courier | 19.79 |
| 01191 - Order Clerk I | 16.71 |
| 01192 - Order Clerk II | 18.23 |
| 01261 - Personnel Assistant (Employment) I | 19.76 |
| 01262 - Personnel Assistant (Employment) II | 22.10 |
| 01263 - Personnel Assistant (Employment) III | 24.63 |
| 01270 - Production Control Clerk | 26.81 |
| 01290 - Rental Clerk | 18.17 |
| 01300 - Scheduler Maintenance | 20.31 |
| 01311 - Secretary I | 20.31 |
| 01312 - Secretary II | 22.72 |
| 01313 - Secretary III | 25.33 |
| 01320 - Service Order Dispatcher | 20.56 |
| 01410 - Supply Technician | 37.47 |
| 01420 - Survey Worker | 21.30 |
| 01460 - Switchboard Operator/Receptionist | 17.45 |
| 01531 - Travel Clerk I | 19.03 |
| 01532 - Travel Clerk II | 20.71 |
| 01533 - Travel Clerk III | 22.45 |
| 01611 - Word Processor I | 18.62 |
| 01612 - Word Processor II | 20.92 |
| 01613 - Word Processor III | 23.39 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 28.60 |
| 05010 - Automotive Electrician | 26.35 |
| 05040 - Automotive Glass Installer | 24.82 |
| 05070 - Automotive Worker | 24.82 |
| 05110 - Mobile Equipment Servicer | 21.35 |
| 05130 - Motor Equipment Metal Mechanic | 27.74 |
| 05160 - Motor Equipment Metal Worker | 24.82 |
| 05190 - Motor Vehicle Mechanic | 27.74 |
| 05220 - Motor Vehicle Mechanic Helper | 19.53 |
| 05250 - Motor Vehicle Upholstery Worker | 23.17 |
| 05280 - Motor Vehicle Wrecker | 24.82 |
| 05310 - Painter Automotive | 26.35 |
| 05340 - Radiator Repair Specialist | 24.82 |
| 05370 - Tire Repairer | 15.88 |
| 05400 - Transmission Repair Specialist | 27.74 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 17.31 |
| 07041 - Cook I | 17.78 |
| 07042 - Cook II | 20.67 |
| 07070 - Dishwasher | 14.59*** |
| 07130 - Food Service Worker | 14.77*** |
| 07210 - Meat Cutter | 20.41 |
| 07260 - Waiter/Waitress | 14.12*** |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 23.06 |
| 09040 - Furniture Handler | 14.06*** |
| 09080 - Furniture Refinisher | 22.12 |
| 09090 - Furniture Refinisher Helper | 16.39 |
| 09110 - Furniture Repairer Minor | 19.45 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 14.32*** |
| 11060 - Elevator Operator | 15.64 |
| 11090 - Gardener | 23.36 |
| 11122 - Housekeeping Aide | 15.64 |
| 11150 - Janitor | 15.64 |
| 11210 - Laborer Grounds Maintenance | 17.44 |
| 11240 - Maid or Houseman | 14.58*** |

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| 11260 - Pruner | 16.35 |
| 11270 - Tractor Operator | 21.37 |
| 11330 - Trail Maintenance Worker | 17.44 |
| 11360 - Window Cleaner | 16.64 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 23.71 |
| 12011 - Breath Alcohol Technician | 25.31 |
| 12012 - Certified Occupational Therapist Assistant | 35.59 |
| 12015 - Certified Physical Therapist Assistant | 30.02 |
| 12020 - Dental Assistant | 23.78 |
| 12025 - Dental Hygienist | 50.57 |
| 12030 - EKG Technician | 37.13 |
| 12035 - Electroneurodiagnostic Technologist | 37.13 |
| 12040 - Emergency Medical Technician | 23.71 |
| 12071 - Licensed Practical Nurse I | 22.63 |
| 12072 - Licensed Practical Nurse II | 25.31 |
| 12073 - Licensed Practical Nurse III | 28.22 |
| 12100 - Medical Assistant | 18.95 |
| 12130 - Medical Laboratory Technician | 28.82 |
| 12160 - Medical Record Clerk | 22.95 |
| 12190 - Medical Record Technician | 27.06 |
| 12195 - Medical Transcriptionist | 20.72 |
| 12210 - Nuclear Medicine Technologist | 43.13 |
| 12221 - Nursing Assistant I | 13.87*** |
| 12222 - Nursing Assistant II | 15.59 |
| 12223 - Nursing Assistant III | 17.01 |
| 12224 - Nursing Assistant IV | 19.11 |
| 12235 - Optical Dispenser | 25.02 |
| 12236 - Optical Technician | 21.36 |
| 12250 - Pharmacy Technician | 18.40 |
| 12280 - Phlebotomist | 21.37 |
| 12305 - Radiologic Technologist | 37.13 |
| 12311 - Registered Nurse I | 30.40 |
| 12312 - Registered Nurse II | 36.78 |
| 12313 - Registered Nurse II Specialist | 36.78 |
| 12314 - Registered Nurse III | 44.14 |
| 12315 - Registered Nurse III Anesthetist | 44.14 |
| 12316 - Registered Nurse IV | 52.91 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 31.36 |
| 12320 - Substance Abuse Treatment Counselor | 28.68 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 24.30 |
| 13012 - Exhibits Specialist II | 30.10 |
| 13013 - Exhibits Specialist III | 36.82 |
| 13041 - Illustrator I | 22.26 |
| 13042 - Illustrator II | 27.57 |
| 13043 - Illustrator III | 33.73 |
| 13047 - Librarian | 42.46 |
| 13050 - Library Aide/Clerk | 17.98 |
| 13054 - Library Information Technology Systems Administrator | 38.33 |
| 13058 - Library Technician | 23.37 |
| 13061 - Media Specialist I | 27.67 |
| 13062 - Media Specialist II | 30.94 |
| 13063 - Media Specialist III | 34.50 |
| 13071 - Photographer I | 20.30 |
| 13072 - Photographer II | 22.87 |
| 13073 - Photographer III | 28.64 |
| 13074 - Photographer IV | 34.67 |
| 13075 - Photographer V | 41.62 |
| 13090 - Technical Order Library Clerk | 22.57 |
| 13110 - Video Teleconference Technician | 30.04 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 22.89 |
| 14042 - Computer Operator II | 25.63 |

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| 14043 - Computer Operator III | 28.56 |
| 14044 - Computer Operator IV | 31.72 |
| 14045 - Computer Operator V | 35.16 |
| 14071 - Computer Programmer I (see 1) | 26.99 |
| 14072 - Computer Programmer II (see 1) | |
| 14073 - Computer Programmer III (see 1) | |
| 14074 - Computer Programmer IV (see 1) | |
| 14101 - Computer Systems Analyst I (see 1) | |
| 14102 - Computer Systems Analyst II (see 1) | |
| 14103 - Computer Systems Analyst III (see 1) | |
| 14150 - Peripheral Equipment Operator | 22.89 |
| 14160 - Personal Computer Support Technician | 31.72 |
| 14170 - System Support Specialist | 38.69 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | 36.47 |
| 15060 - Educational Technologist | 46.20 |
| 15070 - Flight Instructor (Pilot) | 52.81 |
| 15080 - Graphic Artist | 36.01 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 51.76 |
| 15086 - Maintenance Test Pilot Rotary Wing | 51.76 |
| 15088 - Non-Maintenance Test/Co-Pilot | 51.76 |
| 15090 - Technical Instructor | 31.61 |
| 15095 - Technical Instructor/Course Developer | 38.67 |
| 15110 - Test Proctor | 25.52 |
| 15120 - Tutor | 25.52 |
| 16000 - Laundry Dry-Cleaning Pressing And Related Occupations | |
| 16010 - Assembler | 17.13 |
| 16030 - Counter Attendant | 17.13 |
| 16040 - Dry Cleaner | 19.57 |
| 16070 - Finisher Flatwork Machine | 17.13 |
| 16090 - Presser Hand | 17.13 |
| 16110 - Presser Machine Drycleaning | 17.13 |
| 16130 - Presser Machine Shirts | 17.13 |
| 16160 - Presser Machine Wearing Apparel Laundry | 17.13 |
| 16190 - Sewing Machine Operator | 20.38 |
| 16220 - Tailor | 21.20 |
| 16250 - Washer Machine | 17.94 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 29.55 |
| 19040 - Tool And Die Maker | 35.89 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 22.18 |
| 21030 - Material Coordinator | 26.81 |
| 21040 - Material Expediter | 26.81 |
| 21050 - Material Handling Laborer | 15.98 |
| 21071 - Order Filler | 16.60 |
| 21080 - Production Line Worker (Food Processing) | 22.18 |
| 21110 - Shipping Packer | 18.17 |
| 21130 - Shipping/Receiving Clerk | 18.17 |
| 21140 - Store Worker I | 16.31 |
| 21150 - Stock Clerk | 20.29 |
| 21210 - Tools And Parts Attendant | 22.18 |
| 21410 - Warehouse Specialist | 22.18 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 40.71 |
| 23019 - Aircraft Logs and Records Technician | 32.27 |
| 23021 - Aircraft Mechanic I | 38.65 |
| 23022 - Aircraft Mechanic II | 40.71 |
| 23023 - Aircraft Mechanic III | 42.69 |
| 23040 - Aircraft Mechanic Helper | 27.20 |
| 23050 - Aircraft Painter | 36.70 |
| 23060 - Aircraft Servicer | 32.27 |

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| 23070 - Aircraft Survival Flight Equipment Technician | 36.70 |
| 23080 - Aircraft Worker | 34.57 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 34.57 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 38.65 |
| 23110 - Appliance Mechanic | 22.74 |
| 23120 - Bicycle Repairer | 17.40 |
| 23125 - Cable Splicer | 36.39 |
| 23130 - Carpenter Maintenance | 27.29 |
| 23140 - Carpet Layer | 22.54 |
| 23160 - Electrician Maintenance | 29.95 |
| 23181 - Electronics Technician Maintenance I | 32.91 |
| 23182 - Electronics Technician Maintenance II | 34.94 |
| 23183 - Electronics Technician Maintenance III | 36.78 |
| 23260 - Fabric Worker | 25.98 |
| 23290 - Fire Alarm System Mechanic | 29.84 |
| 23310 - Fire Extinguisher Repairer | 23.94 |
| 23311 - Fuel Distribution System Mechanic | 37.07 |
| 23312 - Fuel Distribution System Operator | 28.53 |
| 23370 - General Maintenance Worker | 23.48 |
| 23380 - Ground Support Equipment Mechanic | 38.65 |
| 23381 - Ground Support Equipment Servicer | 32.27 |
| 23382 - Ground Support Equipment Worker | 34.57 |
| 23391 - Gunsmith I | 23.94 |
| 23392 - Gunsmith II | 27.83 |
| 23393 - Gunsmith III | 31.11 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 30.17 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 31.78 |
| 23430 - Heavy Equipment Mechanic | 29.18 |
| 23440 - Heavy Equipment Operator | 26.20 |
| 23460 - Instrument Mechanic | 33.14 |
| 23465 - Laboratory/Shelter Mechanic | 29.55 |
| 23470 - Laborer | 16.48 |
| 23510 - Locksmith | 32.72 |
| 23530 - Machinery Maintenance Mechanic | 30.29 |
| 23550 - Machinist Maintenance | 30.16 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 33.14 |
| 23592 - Metrology Technician II | 34.91 |
| 23593 - Metrology Technician III | 36.61 |
| 23640 - Millwright | 29.89 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter Maintenance | 22.38 |
| 23790 - Pipefitter Maintenance | 30.60 |
| 23810 - Plumber Maintenance | 29.07 |
| 23820 - Pneudraulic Systems Mechanic | 31.11 |
| 23850 - Rigger | 31.05 |
| 23870 - Scale Mechanic | 27.83 |
| 23890 - Sheet-Metal Worker Maintenance | 29.04 |
| 23910 - Small Engine Mechanic | 22.69 |
| 23931 - Telecommunications Mechanic I | 37.06 |
| 23932 - Telecommunications Mechanic II | 39.03 |
| 23950 - Telephone Lineman | 37.13 |
| 23960 - Welder Combination Maintenance | 27.58 |
| 23965 - Well Driller | 27.13 |
| 23970 - Woodcraft Worker | 31.11 |
| 23980 - Woodworker | 23.94 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 20.75 |
| 24570 - Child Care Attendant | 15.17 |
| 24580 - Child Care Center Clerk | 18.91 |
| 24610 - Chore Aide | 14.42*** |

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| 24620 - Family Readiness And Support Services Coordinator | 20.75 |
| 24630 - Homemaker | 20.75 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 37.98 |
| 25040 - Sewage Plant Operator | 28.29 |
| 25070 - Stationary Engineer | 37.98 |
| 25190 - Ventilation Equipment Tender | 26.74 |
| 25210 - Water Treatment Plant Operator | 28.29 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.83 |
| 27007 - Baggage Inspector | 19.39 |
| 27008 - Corrections Officer | 29.35 |
| 27010 - Court Security Officer | 30.66 |
| 27030 - Detection Dog Handler | 21.69 |
| 27040 - Detention Officer | 29.35 |
| 27070 - Firefighter | 31.96 |
| 27101 - Guard I | 19.39 |
| 27102 - Guard II | 21.69 |
| 27131 - Police Officer I | 33.25 |
| 27132 - Police Officer II | 36.96 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 16.91 |
| 28042 - Carnival Equipment Repairer | 18.48 |
| 28043 - Carnival Worker | 12.94*** |
| 28210 - Gate Attendant/Gate Tender | 18.07 |
| 28310 - Lifeguard | 12.75*** |
| 28350 - Park Attendant (Aide) | 20.22 |
| 28510 - Recreation Aide/Health Facility Attendant | 14.76*** |
| 28515 - Recreation Specialist | 25.05 |
| 28630 - Sports Official | 16.10 |
| 28690 - Swimming Pool Operator | 21.48 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 34.82 |
| 29020 - Hatch Tender | 34.82 |
| 29030 - Line Handler | 34.82 |
| 29041 - Stevedore I | 32.51 |
| 29042 - Stevedore II | 36.97 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 46.70 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 32.20 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 35.47 |
| 30021 - Archeological Technician I | 20.86 |
| 30022 - Archeological Technician II | 23.34 |
| 30023 - Archeological Technician III | 28.90 |
| 30030 - Cartographic Technician | 28.90 |
| 30040 - Civil Engineering Technician | 32.88 |
| 30051 - Cryogenic Technician I | 32.01 |
| 30052 - Cryogenic Technician II | 35.36 |
| 30061 - Drafter/CAD Operator I | 20.86 |
| 30062 - Drafter/CAD Operator II | 23.34 |
| 30063 - Drafter/CAD Operator III | 26.01 |
| 30064 - Drafter/CAD Operator IV | 32.01 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 28.90 |
| 30095 - Evidence Control Specialist | 28.90 |
| 30210 - Laboratory Technician | 28.21 |
| 30221 - Latent Fingerprint Technician I | 37.63 |
| 30222 - Latent Fingerprint Technician II | 41.56 |
| 30240 - Mathematical Technician | 35.01 |

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| 30361 - Paralegal/Legal Assistant I | 23.32 |
| 30362 - Paralegal/Legal Assistant II | 28.90 |
| 30363 - Paralegal/Legal Assistant III | 35.35 |
| 30364 - Paralegal/Legal Assistant IV | 42.76 |
| 30375 - Petroleum Supply Specialist | 35.36 |
| 30390 - Photo-Optics Technician | 28.90 |
| 30395 - Radiation Control Technician | 35.36 |
| 30461 - Technical Writer I | 28.83 |
| 30462 - Technical Writer II | 35.27 |
| 30463 - Technical Writer III | 42.68 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 29.68 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 35.91 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 43.04 |
| 30494 - Unexploded (UXO) Safety Escort | 29.68 |
| 30495 - Unexploded (UXO) Sweep Personnel | 29.68 |
| 30501 - Weather Forecaster I | 32.01 |
| 30502 - Weather Forecaster II | 38.93 |
| 30620 - Weather Observer Combined Upper Air Or Surface Programs | (see 2) 26.01 |
| 30621 - Weather Observer Senior | (see 2) 28.90 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 35.91 |
| 31020 - Bus Aide | 16.18 |
| 31030 - Bus Driver | 23.52 |
| 31043 - Driver Courier | 20.34 |
| 31260 - Parking and Lot Attendant | 15.09 |
| 31290 - Shuttle Bus Driver | 19.93 |
| 31310 - Taxi Driver | 17.71 |
| 31361 - Truckdriver Light | 22.24 |
| 31362 - Truckdriver Medium | 24.14 |
| 31363 - Truckdriver Heavy | 23.78 |
| 31364 - Truckdriver Tractor-Trailer | 23.78 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 17.51 |
| 99030 - Cashier | 13.79*** |
| 99050 - Desk Clerk | 14.61*** |
| 99095 - Embalmer | 34.10 |
| 99130 - Flight Follower | 29.68 |
| 99251 - Laboratory Animal Caretaker I | 16.35 |
| 99252 - Laboratory Animal Caretaker II | 17.88 |
| 99260 - Marketing Analyst | 37.55 |
| 99310 - Mortician | 34.10 |
| 99410 - Pest Controller | 21.91 |
| 99510 - Photofinishing Worker | 18.65 |
| 99710 - Recycling Laborer | 22.98 |
| 99711 - Recycling Specialist | 28.16 |
| 99730 - Refuse Collector | 20.81 |
| 99810 - Sales Clerk | 14.24*** |
| 99820 - School Crossing Guard | 18.02 |
| 99830 - Survey Party Chief | 31.00 |
| 99831 - Surveying Aide | 19.26 |
| 99832 - Surveying Technician | 29.45 |
| 99840 - Vending Machine Attendant | 17.03 |
| 99841 - Vending Machine Repairer | 21.64 |
| 99842 - Vending Machine Repairer Helper | 17.03 |

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into

with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

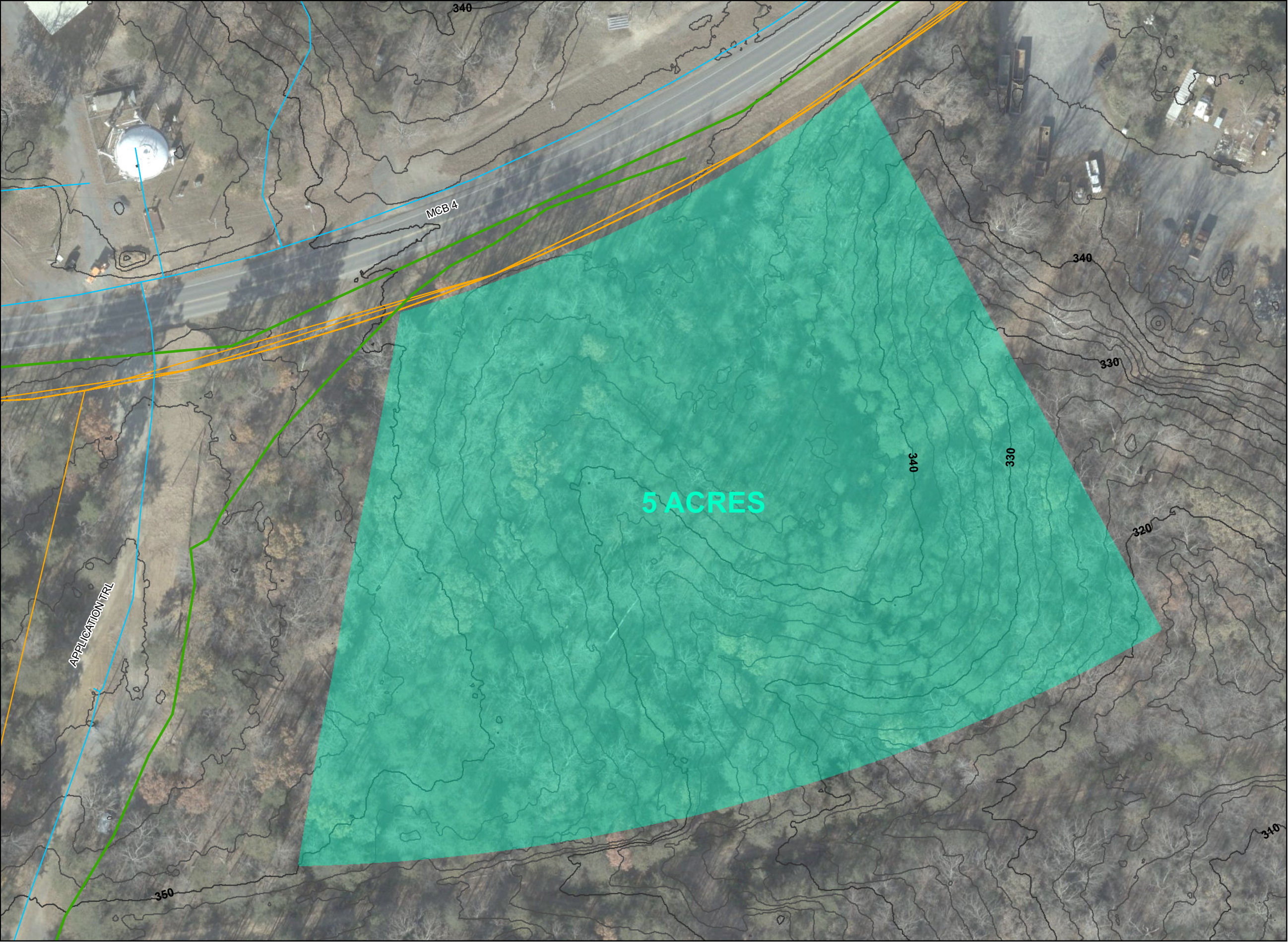
5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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

MCB Quantico COCO Site



Legend

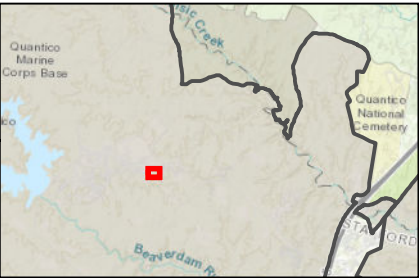
- Water Line
- Sanitary Sewer Line
- Communications Line
- Proposed COCO Site



1 inch = 70 feet

0 50 100 Feet

CONTOUR INTERVAL 2 FEET



This MCB Quantico map was produced by the IGI&S Office
Public Works, 2004 Barnett Ave, Quantico, VA
Quantico_IGI&S_OMB@usmc.mil (703-784-5202)
<https://www.geofidelis.usmc.mil/portalprod/home/>
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