

## **SECTION J - ATTACHMENTS**

Attachment 1 - Relevant Experience Individual Project Data Sheet

Attachment 2 – Relevant Experience Project Checklist

Attachment 3 – Past Performance Questionnaire Letter

Attachment 4 – Past Performance Questionnaire

Attachment 5 – Request for proposal for the Seed Project, Soil Vapor Extraction Containment System (SVECS), Naval Weapons Industrial Plant (NWIRP), Bethpage, New York



11. Project Information:

12. Unique Project Challenges or Accomplishment:

13. Previous Relationship

If experience is a subcontractor or a joint-venture indicate if:

- Previous joint-venture experience
- No previous joint-venture experience
- Previous prime-subcontractor experience
- No previous prime-subcontractor experience
- Other relationship experience Explain:

15 . Other Information:



### **ATTACHMENT 3 – Past Performance Questionnaire Letter**

1. The NAVFAC Form PPQ shall be utilized for all evaluations that require a Past Performance Questionnaire (PPQ).
2. Solicitations utilizing PPQs shall include the language cited below in the RFP. The current NAVFAC Form PPQ-0 dated 7 December 2011 is available at <https://portal.navy.mil/portal/page/portal/aq/pdffiles/ppq%20rev%20dec%202011.doc>

Solicitation Submittal Requirements: IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Section J), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, LeeArjetta W. Hamilton, via email at [leearjetta.hamilton@navy.mil](mailto:leearjetta.hamilton@navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.”

**ATTACHMENT 4**

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: \_\_\_\_\_ CAGE Code: \_\_\_\_\_  
Address: \_\_\_\_\_ DUNs Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**2. Work Performed as:**       Prime Contractor     Sub Contractor     Joint Venture     Other (Explain)

Percent of project work performed: \_\_\_\_\_  
If subcontractor, who was the prime (Name/Phone #): \_\_\_\_\_

**3. Contract Information**

Contract Number: \_\_\_\_\_  
Delivery/Task Order Number (if applicable): \_\_\_\_\_  
Contract Type:     Firm Fixed Price     Cost Reimbursement     Other (Please specify): \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Contract Location: \_\_\_\_\_

Award Date (mm/dd/yy): \_\_\_\_\_  
Contract Completion Date (mm/dd/yy): \_\_\_\_\_  
Actual Completion Date (mm/dd/yy): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

Original Contract Price (Award Amount): \_\_\_\_\_  
Final Contract Price (to include all modifications, if applicable): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

**4. Project Description:**

Complexity of Work     High     Med     Routine  
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Describe the client's role in the project:**

**7. Date Questionnaire was completed (mm/dd/yy):**

**8. Client's Signature:**

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

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

**TO BE COMPLETED BY CLIENT**

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

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N

Contractor Information (Firm Name): \_\_\_\_\_

Client Information (Name): \_\_\_\_\_

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes			No		
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes			No		
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes			No		
<b>6. SAFETY/SECURITY</b>						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
<b>7. GENERAL</b>						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E	VG	S	M	U	N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes			No		
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):**

**RFP APPENDIX "A"**

1. Contractor Contract TBD

Project Title/Location: Long-Term Environmental Operations, Maintenance and Monitoring (OM&M) of Soil Vapor Extraction Containment System (SVECS) at Installation Restoration (IR) Site 1 – Former Drum Marshalling Area, Naval Weapons Industrial Reserve Plant (NWIRP), Bethpage, New York

Attachment:

- (a) Scope of Work dated 18 December 2015

2. Project Points of Contact (POC):

NAVFAC MIDLANT Navy Technical Representative (NTR):

Ms. Lora B. Fly, Code OPTE3-6/757-341-2012

(Internet E-Mail: lora.fly@navy.mil)

The Contracting Officer has authorized the NTR to perform general oversight and technical administration of the negotiated contract. In that position the NTR may provide in-scope direction to the contractor, and assures the terms of the negotiated services. The NTR administers the scope and outside agency interface, and coordinates criteria and technical oversight within the IPT.

NAVFAC MIDLANT Contract Specialist:

Mrs. LeeArjetta W. Hamilton, Code ACQ LWH, 757-341-1971

(Internet E-Mail: leearjetta.hamilton@navy.mil)

The Contract Specialist is responsible for all contract terms, changes or deviations requiring contract adjustments. No changes to the contract scope will be made or additional work authorized without the prior approval of a Contracting Officer.

3. Project Scope: See attachment (a)

4. Schedule of Fees:

Engineering Services

Labor Costs	_____
IDQ	_____
ODC	_____
Subcontract Costs	_____
Travel and Subsistence	_____
G&A	_____
SUBTOTAL	_____
Profit	_____
TOTAL	_____

5. Deliverable Submittal Due Dates:

The contractor of record shall begin work upon receipt of contract documents and pursue the work diligently in accordance with the date schedule established therein. **Provide your assessment of the schedule monthly to the NTR.**

<b>TASK</b>	<b>contractor SUBMITTAL DATES</b>
Amended Draft Health and Safety Plan	
Amended Final Health and Safety Plan	
Internal Draft Quarterly Operation Report	
Draft Quarterly Operation Report	
Final Quarterly Operation Report	Within 45 day of draft submittal
Internal Draft Annual Operation Report	
Draft Annual Operation Report	
Final Annual Operation Report	

\*Specific dates will be established during negotiations.

6. Project Submittal Requirements and Distribution:

	<b>MIDLANT RPM</b>	<b>Facility Manager</b>	<b>NAVAIR</b>	<b>NYSDEC</b>	<b>NGC**</b>	<b>Totals</b>
<b>TASK</b>	<b>HC/CD</b>	<b>HC/CD</b>	<b>HC/CD</b>	<b>HC/CD</b>	<b>HC/CD</b>	<b>HC/CD</b>
Draft Health and Safety Plan	<b>email</b>	<b>email</b>	<b>0/0</b>	<b>0/0</b>	<b>0/0</b>	<b>0/0</b>
Final Health and Safety Plan	<b>1/2</b>	<b>2/2</b>	<b>1/2</b>	<b>1/2</b>	<b>0/0</b>	<b>5/8</b>
Internal Draft Quarterly Operation Report	<b>email</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Final Quarterly Operation Report	<b>1/2</b>	<b>2/2</b>	<b>1/2</b>	<b>2/2</b>	<b>1/2</b>	<b>7/10</b>
Internal Draft Annual Operation Report	<b>email</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Final Annual Operation Report	<b>1/2</b>	<b>2/2</b>	<b>1/2</b>	<b>2/2</b>	<b>1/2</b>	<b>7/10</b>

HC/CD – Hard Copy/CD

\*\* Check with RPM prior to send report

**MAILING ADDRESSES: DIRECT DISTRIBUTION TO EACH ADDRESSEE BY CONTRACTOR IS REQUIRED**

NAVFAC MIDLANT NTR

COMMANDING OFFICER  
ATTN CODE OPTE3-6, MS. LORA FLY  
NAVFAC MIDLANT  
9742 MARYLAND AVE  
NORFOLK VA 23511-3095

\*\*Copy of all correspondence (without enclosures) to the Contract Specialist: NAVFAC MIDLANT ATTN CODE AQ

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NAVAIR

Commander  
NAVAIR AIR-7-10  
Attn: Mr. William Cords  
Building 404 Room 101  
22145 Arnold Circle  
Patuxent River, MD 20670-1541

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NYSDEC

Steven Scharf  
NY State Department of Environmental Conservation  
Division of Environmental Remediation  
Remedial Bureau A, 11<sup>th</sup> Floor  
625 Broadway  
Albany, NY 12233-7015

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NWIRP BETHPAGE

Al Taormina  
H&S Environmental  
Naval Weapons Industrial Reserve Plant  
999 South Oyster Bay Road  
Bethpage, New York 11714

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NIRIS

Monica Marrow  
CH2M HILL  
5701 Cleveland Street  
Suite 200  
Virginia Beach, VA 23462

(Hard Copy of Final Document including all Appendices)

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**ENVIRONMENTAL MULTIPLE AWARD CONTRACTS (EMAC)  
SCOPE OF WORK  
FOR  
LONG-TERM ENVIRONMENTAL OPERATIONS, MAINTENANCE & MONITORING  
OF SOIL VAPOR EXTRACTION CONTAINMENT SYSTEM (SVECS)  
AT INSTALLATION RESTORATION (IR) SITE 1 – FORMER DRUM MARSHALLING AREA,  
NAVAL WEAPONS INDUSTRIAL RESERVE PLANT (NWIRP), BETHPAGE, NEW YORK**

**DEPARTMENT OF THE NAVY  
Naval Facilities Engineering Command Mid-Atlantic  
9742 Maryland Avenue  
Norfolk, VA 23511  
18 December 2015**

**SECTION 1 - GENERAL**

This Contract Task Order (CTO) is for performing Long-Term Environmental Operations, Maintenance and Monitoring (OM&M) of Soil Vapor Extraction Containment System (SVECS) at Installation Restoration (IR) Site 1 – Former Drum Marshalling Area, Naval Weapons Industrial Reserve Plant (NWIRP), Bethpage, New York. The duration of work under this CTO shall not exceed 15 months from the award date. The Department of the Navy (Navy) Naval Facilities Engineering Command (NAVFAC) Mid-Atlantic (Midlant) will administer this contract and will manage the Work Elements under this CTO. All requirements of the Basic Contract, in addition to those specifically mentioned in this CTO, remain in full effect and performance under this CTO shall be in accordance therewith.

1.1. Performance Objective (s):

The contractor will conduct one year of long-term environmental Operations, Maintenance & Monitoring of the Soil Vapor Extraction Containment System (SVECS) at Installation Restoration (IR) Site 1 – Former Drum Marshalling Area in accordance with the OM&M Manual and Supplemental Monitoring Plan previously prepared. At the completion of the operation, maintenance and monitoring, tasks, the contractor will submit a final report. The contractor shall follow the previous report format. The contractor shall work with NWIRP, Bethpage and the State regulators to complete this work.

1.2. Background:

As a part of the CERCLA remedial actions at IR Site 1 – Former Drum Marshalling Area at NWIRP Bethpage, New York, a Soil Vapor Extraction Containment System (SVECS) system was constructed. Chlorinated solvents including trichloroethene (TCE), tetrachloroethene (PCE), and 1,1,1-trichloroethane (TCA) have been identified as the VOCs of interest in soil gas at the site. Concentrations greater than 1,000 µg/m<sup>3</sup> (micrograms per cubic meter of soil vapor) have been directly associated with Site 1 activities and historical environmental data, and based on preliminary screening, exceed guidelines established by the New York State Department of Health (NYDOH) for sub-slab soil vapor concentrations. Of these chemicals, TCE is the primary VOC of concern. Addressing TCE contamination in accordance with DOH guidance should address the other VOCs associated with the site (NYSDOH, 2006).

PCBs, cadmium, and chromium have also been identified in site soils at concentrations requiring remediation. The majority of these chemicals have been detected in the central portion of Site 1. Based on limited data, these chemicals are not expected to be present along the fence line at environmentally significant concentrations (i.e., trigger handling as hazardous waste).

Construction was completed in 2009 by Tetra Tech, EC who had also been tasked with operation and maintenance of the system for an initial period of 6 months (January – July 2010). The system was constructed to capture contaminated soil vapor with a TCE concentration greater than 250 µg /m<sup>3</sup>. A secondary objective of this project is to address soil vapor with a TCE concentration greater than 5 µg /m<sup>3</sup> (Design Analysis Report for Soil Vapor Extraction Containment System, TtNUS, April 2009). The SVECS

was designed for a 4 year operational life; however, soil vapor concentration still exceed the  $250 \mu\text{g}/\text{m}^3$  for TCE. Six soil vapor extraction well (SVEW) clusters, each consisting of an intermediate and deep well, will be utilized for the extraction of soil vapors during the system operation. The six deep SVE wells are also capable of being used as monitoring wells for collecting groundwater samples. However, at this time, the Navy has determined that collection of groundwater samples will not be required. The six intermediate SVE wells will not encounter groundwater and will only be used for soil vapor extraction. Twelve soil vapor pressure monitors (SVPMs) will be used to monitor the effectiveness of the system in capturing and containing the contaminated soil vapors in the area east of Site 1. In addition, Tetra Tech installed six clusters each with three sample points for a total of 18 soil vapor pressure monitors (SVPMs)/soil gas monitoring points in the residential neighborhood adjacent to Site 1. These SVPM were installed to ensure the offsite vacuum field is maintained and the SVE Containment System continues to function as mitigation system for the impacted and potentially impacted homes in the neighborhood.

Two manuals were written to address the operation and maintenance of the SVECS – Final Operations and Maintenance Plan for Soil Vapor Extraction Containment System” and the “Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for the Soil Vapor Extraction Containment System”. These plans were developed to continue SVECS operations until such time when the remediation goals have been met or until the system becomes operationally inefficient. It is the intention of this statement of work to obtain services for the continued operation of the SVEC system, maintenance of the SVEC system, and continued monitoring of vapor/air by means of a combination fixed-price and indefinite quantity task order.

## **SECTION 2 - WORK ELEMENTS**

Furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, project management, permits, contract/procurement administration, and other appurtenances necessary as further specified in this scope of work.

### **2.1. Work Element 1 – Meetings, Project Management, and Administrative Support**

- 2.1.1. Contract/Project Kick-off Meeting/Formal Site Visit: Schedule the 1st meeting/site visit at NWIRP, Bethpage in Bethpage, NY within 14 days of the contract award. Attendees of this meeting shall include the Remedial Project Manager (RPM), Facilities Engineering and Acquisition Division (FEAD) representative and the Bethpage Facility Manager. The agenda for this meeting shall include discussion of access to the site, scheduling, and other issues related to implementing this CTO. The contractor shall provide all meeting materials including agenda, figures, and project schedules. Project Schedule in Gantt Chart Format covering all field activities shall be provided with the agenda and other meeting materials to all meeting attendees forty-eight (48) hours prior to the meeting. The contractor shall provide meeting minutes to the Government within ten (10) calendar days.
- 2.1.2. Project management and administrative support shall include all general project management, infrastructure, and contract administrative support required to cost-effectively manage the contract according to the project schedule. Time is included here for general consultation with Navy representatives over any issue related to the SVECS OM&M Manuals. Consultation will be via technical phone conferences with the Navy representatives and regulators to discuss monitoring issues. Contractor shall attend up to two Restoration Advisory Board (RAB) meetings at NWIRP, Bethpage, which typically occur during the evening on the 1st Wednesday of April 2016 and November 2016. Contractor shall act as an expert consultant to the Navy at this meeting.
- 2.1.3. The contractor shall review/update the project schedule monthly and provide as an electronic deliverable (email only for this electronic deliverable). The updated schedule shall be coordinated and approved with the RPM. Also as part of this task, the contractor shall provide the Navy representatives with monthly progress updates or setup monthly conference calls for work planned as well as work completed. The Navy will supply the conference call in number.

## 2.2. Work Element 2 – Project Plans

- 2.2.1. The contractor shall adhere to the 2010 Final Operation and Maintenance Plan and the 2011 Supplemental Monitoring Plan for the SVE Containment System at Site 1-Former Drum Marshalling Area.
- 2.2.2. A Health and Safety Plan (HSP), which includes an Accident Prevention Plan (APP) and Site Safety and Health Plan (SSHP), shall be completed for this project. In accordance with FAR 52.236-13, the plan shall be site-specific and shall include an activity hazard analysis (AHA) for all tasks performed. References used to develop the site-specific plan shall include, but are not limited to: the Hazardous Waste Operations and Emergency Response (29 CFR 1910.120), the US Army Corps of Engineers Safety and Health Requirements Manual (COE EM 385-1-1), and the Navy/Marine Corps Environmental Restoration Program Manual. *Note that due to the low-risk/investigative-type efforts, the contractor is not required to follow the COE EM 385 format and may follow their own format.* The Health & Safety Plan shall address all sections deemed appropriate for performing this project and provide a safe and healthful environmental for all personnel involved. The HSP shall be amended as appropriate and the AHA shall be a "living" document in that changes in the field shall be documented and added to the AHA as field change notices. The HSP must be reviewed and accepted by the FEAD, the RPM and the Bethpage Facility Manager. The HSP shall be immediately accessible to all workers at the site at all times during the project, and copies shall be mounted on, located adjacent to the contractor's Safety and Health Bulletin on site or available in every vehicle utilized for work under this CTO.
- 2.2.3. The contractor shall adhere to the Sampling and Analysis Plan (SAP) in the 2010 Final Operation and Maintenance Plan and the 2011 Final Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for the Soil Vapor Extraction Containment System at Site 1-Former Drum Marshalling Area (Supplement Monitoring Plan).

## 2.3. Work Element 3 - Field Work

The contractor will conduct all field work and monitoring tasks in accordance with the approved 2010 Final Operation and Maintenance Plan and the 2011 Final Supplemental Monitoring Plan for the SVE Containment System at Site 1-Former Drum Marshalling Area. The following general requirements are applicable to this task order and supplement the Basic Contract requirements.

- 2.3.1 The contractor's project manager shall notify the RPM seven days in advance, in writing or by phone, when the groundwater sampling task is about to commence.
- 2.3.2 The contractor shall dispose of any and all investigative-derived waste in accordance with federal, state and local laws, regulations, and instructions. The contractor shall obtain all permits and pay all disposal fees as may be required.
- 2.3.3 The contractor shall make every effort to prevent the spread of contamination or release of contaminants to the environment in accordance with federal, State and local laws, regulations, and instructions.
- 2.3.4 The contractor shall provide any and all temporary services required by their activities, including telephone, internet and water. The Navy has an office trailer on site and a portable toilet. Contractor employees shall park privately owned vehicles in an area designated by the Bethpage Facility Manager.
- 2.3.5 The contractor shall be responsible for the safety and security of their equipment and materials at all times. Equipment may be stored within Building 03-35 during site activities.
- 2.3.6 Deliverables shall contain a brief responsiveness summary, as appropriate, indicating how each Government/regulatory comment was addressed. Forward all deliverables to the RPM, unless otherwise directed above.

- 2.3.7 The contractor shall not incorporate his Navy review comment response(s) into any Final Report unless the RPM has indicated, in writing, that the contractor's response appropriately addresses the Navy review comments.
- 2.3.8 The contractor shall in no case proceed to the next deliverable without receiving written government approval of the preceding deliverable as specified in Sections 7 and 8 of this Scope of Work.
- 2.3.9 Mobilization and Demobilization
- 2.3.10.1 Commencement of Work. Fieldwork shall not commence until the Navy personnel & regulators have approved all project plans.
- 2.3.10.2 Demobilize of equipment and materials shall proceed in an orderly and environmentally sound manner.
- 2.3.10 Site Work – The contractor shall conduct the following tasks in accordance with the Final Operations and Maintenance Plan for Soil Vapor Extraction Containment System (Final OM&M Manual)” dated June 25, 2010 and the “Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for the Soil Vapor Extraction Containment System” dated December 1, 2011.
- 2.3.10.1 SVECS Operation: The SVECS has been designed to be operated on a long-term basis as an unmanned operation equipped with an Auto Dialer. It is anticipated that the Operator will monitor the SVECS operation once or twice a week. In the event of a plant shutdown, the Auto Dialer will dial an on-call Operator. The SVECS will be staffed by experienced Operators Emergency or back-up personnel will be available as required to support repair or complex maintenance activities. The contractor shall continue the operation of the SVEC system in accordance with the Final OM&M Manual.
- 2.3.10.2 SVECS Maintenance and Monitoring: The contractor shall conduct routine and preventative maintenance and troubleshooting activities in accordance with Appendix E of the Final OM&M Manual and the Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for Soil Vapor Extraction Containment System at Site 1 – Former Drum Marshalling Area.
- 2.3.10.3 Sampling: The contractor shall collect vapor samples in accordance with the Final OM&M Manual and the Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for Soil Vapor Extraction Containment System at Site 1 – Former Drum Marshalling Area. . Some changes have been made to the Final OM&M Manual. NYSDEC and NYDOH approved a modified TO-15 list of constituent that will be sampled instead of the list outlined in the Final OM&M Plan. The modified TO-15 list consists of: 1,1,1-Trichloroethane, 1,1-Dichloroethane, 1,1-Dichloroethene, 1,2-Dichloroethane, cis-1,2-Dichloroethene, Tetrachloroethene, trans-1,2-Dichloroethene, Trichloroethene, and Vinyl Chloride. In addition quarterly vapor samples are collected in 6-L summa canisters with 30-minute flow regulators at the six immediate and six deep SVE wells. Activities that are anticipated to be included under this task may include, but not limited to, the following: Monthly grab samples will be collected from the vapor phase treatment system influent and effluent as outlined in Section 4 of the OM&M Manual. NYSDEC and NYDOH approved a modified TO-15 list of constituent that will be sampled
- Quarterly soil vapor samples from the 12 SVEWs will be collected using Summa Canisters and analyzed for constituents outlined in the OM&M Manual
  - Condensate from the moisture separator and spent media will be sampled on an as needed basis.
- 2.3.10.4 In addition, soil vapor samples will be collected in the right-of-ways east of NWIRP Bethpage along 11<sup>th</sup> Street, Sycamore Ave, Maple Ave and 10<sup>th</sup> Street in accordance with the Final Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for the Soil Vapor Extraction

Containment System (Supplement Monitoring Plan). Activities that are anticipated to be included under this task may include, but not limited to, the following:

- Annually (winter) soil gas samples from the 18 SVEWs will be collected using Summa Canisters and analyzed for constituents outlined in Section 4 of the Supplemental Monitoring Plan. In addition, two duplicate and two field blank samples will be collected annually.
- Quarterly SVPM readings in the neighborhood will be collected as outlined in the Appendix C of the Supplemental Monitoring Plan. Once completed, a copy of the forms will be submitted electronically to the Navy.

2.3.10.5 Indefinite Quantity (IDQ) Items for Repairs: The contractor shall provide all labor, materials and equipment necessary to perform various service calls to conduct the various maintenance activities listed below.

Service Calls for NWIRP Bethpage IR Site 1

Waste Management	12	EACH	\$_____
MINOR SERVICE CALLS (ex. Power outage – No Mat)*	12	EACH	\$_____
MINOR SERVICE CALLS (minor materials)*	4	EACH	\$_____
MODERATE SERVICE CALLS (ex. Service Water Tank)*	2	EACH	\$_____
MAJOR SERVICE CALLS (ex. Explosion/fire)*	1	EACH	\$_____
Snow Plowing	3	EACH	\$_____
Electric Service	12	EACH	\$_____
Characterize Condensate	1	EACH	\$_____
Disposal of Condensate	3	EACH	\$_____
Characterize Carbon for Disposal/Regeneration	1	EACH	\$_____
Change-out VGAC Units**	1	EACH	\$_____
Security/Fire Alarm Monitoring	1	EACH	\$_____
Characterize and Dispose of IDW	1	EACH	\$_____
Additional SVEW soil vapor sample	5	EACH	\$_____
Electronic Lube Dispenser	2	EACH	\$_____

**ADD ADDITIONAL ITEMS AS APPROPRIATE**

- \*Minor w/o equipment 4 hours
- \*Minor w/equipment 6 hours plus \$500 equipment/materials
- \*Moderate 8 hours plus \$1,000 equipment/materials
- \*Major 16 hours plus \$2,500 equipment/materials
- \*\* All disposal items are assumed to be non-hazardous wastes per prior experience

2.4. Work Element 4 - Data Submission and Reports

2.4.1. Quarterly Operations Report: At a minimum, the contractor will prepare a Quarterly Operations Report during the systems operation (3 reports) that will document activities conducted in association with the Tasks described above. Activities that are anticipated to be included in the report include, but not limited to, the following: Operation and Maintenance – routine and non-routine, an analysis of the monthly air quality monitoring, and trend graphs. The contractor shall assume that the quarterly report will be issued as an internal draft (Navy internal review), draft (regulators), and final versions. This task will also include preparation of formal responses to any regulator comments that may be received. No written responses to Navy comments will be necessary. Draft report to be submitted no later than 30 days following the event.

2.4.2. Annual Operations Reports: An Annual Operating Report shall also be included as part of this task and will summarize activities conducted from the January 2016 to December 2016. The contractor shall use the quarterly operations reports as the basis for the development of the annual report. Activities that are anticipated to be included in the report include, but not limited to, the following: Operation and Maintenance – routine and non-routine, an analysis of the monthly air quality monitoring, historical trends evaluation and trend graphs. The report shall be consistent with previous reports comparing data to relevant criteria outlined in the Final Operation and Maintenance

Plan and the Supplemental Monitoring Plan. The report should include facility background, remedial action objectives and cleanup goals and trend analysis. The contractor shall assume that the annual report will be issued as an internal draft (Navy internal review), draft (regulators), and final versions. This task will also include preparation of formal responses to any regulator comments that may be received. No written responses to Navy comments will be necessary. Draft report to be submitted no later than 30 days following each event.

2.4.3. Other Reporting Requirement: Other reporting requirements may be required during long-term operation of the SVEC system. A description of the various potential reporting requirements can be found in the Final OM&M Manual and include:

- CERCLA Release Reporting
- EPCRA Release Reporting
- CWA Reporting
- NYSDEC Release

The letter shall be transmitted via email within 24 hours of the release. The letter report shall be submitted as a final and edited as needed.

2.4.4. Navy Installation Restoration Information System (NIRIS) - The contractor shall obtain access to NIRIS and shall submit all tabular and spatial data to NIRIS in accordance with current NIRIS standard operating procedures (SOPs). All analytical data generated by the laboratory shall be reviewed by the Contractor's Project Chemist to ensure the validity of the reported data prior to submittal to NIRIS. NIRIS data submittals shall be coordinated with the Command NIRIS Regional Data Manager (RDM), Kevin Murphy and the documents will be sent to Monica Marrow of CH2M Hill, for inclusion into NIRIS. NIRIS data shall include installation-wide data related to:

2.4.4.1 Environmental tabular data - the contractor shall submit to NIRIS all relevant environmental tabular data using the NIRIS Electronic Data Deliverable (NEDD) format as outlined in the current NEDD SOP. The contractor shall identify the appropriate NEDD tables to populate and obtain approval from the RPM to ensure completeness. NIRIS deliverables are submitted using the NEDD Data Checker which is located on the NIRIS Portal. The Data Checker runs checks on NEDD deliverables, ensures all business rules are adhered to, and checks submittals against NIRIS central data base. The contractor shall request technical support and training (as needed) to ensure the data is submitted in a complete and correct format. After successful completion of the data checking process, the user is presented with a submittal form, which includes contact information and comments for the NIRIS Data Manager. When the "Submit" button is clicked, the NEDD submittal is automatically transferred to the NIRIS Data Manager and an e-mail is sent to the contacts listed on the submittal form. This e-mail will include a tracking number that can be used to check the status of the data as it moves through the loading process. The NIRIS Data Manager will send an e-mail with a successful load response, questions or rejection status within 10 days. Data is considered successfully loaded to NIRIS when a successful load response has been received. Additional instructions for this process are available in the NEDD SOP which is on the NIRIS Portal.

2.4.4.1. Environmental spatial data (i.e., ER site boundary information) – Any spatial data that is developed outside of NIRIS by the contractor, such as base mapping or creating environmental spatial layer for the webgis or desktop GIS must be coordinated with the Regional Database Manager for loading to NIRIS. The contractor shall submit all spatial information in accordance with the current Non-NEDD Deliverable Submittal Guidelines ([https://niris.navfac.navy.mil/Document\\_Management/Knowledge\\_Base/Sop\\_Documentation/03-000-04%20Non-EDD%20Deliverable%20Submittal%20Guidelines.pdf](https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/03-000-04%20Non-EDD%20Deliverable%20Submittal%20Guidelines.pdf)).

2.4.5. Records management - The contractor shall submit all documentation in accordance with the Deliverable Schedule Matrix in Section 7, Environmental Restoration Recordkeeping Program Manual, Appendix G, NAVFAC Contractor Work Instruction

([https://niris.navfac.navy.mil/Document\\_Management/Knowledge\\_Base/Sop\\_Documentation/ER%20Recordkeeping%20Manual.pdf](https://niris.navfac.navy.mil/Document_Management/Knowledge_Base/Sop_Documentation/ER%20Recordkeeping%20Manual.pdf)), and NAVFAC SW Environmental Work Instruction 4. Documentation shall include Administrative Record files, post decision files and site files.

2.4.6. The contractor shall provide copies of all correspondence to the RPM.

### **SECTION 3 - SPECIAL CONDITIONS**

- 3.1. All communications with parties outside of the Navy team shall be coordinated through the RPM.
- 3.2. The contractor shall obtain approval from the RPM prior to obtaining photography records, still or motion picture and/or aerial or ground photographs, in accordance with Public Law: 18 U.S. Code 795 and applicable station regulations. The Navy may provide a representative to act in an advisory capacity to prevent unauthorized disclosure of classified information.
- 3.3. Photographs shall be taken of the site(s) to record progress before, during, and after field work occurs. Upon closure of the Contract Task Order, the contractor shall provide a photo log and negatives (or CD disk for digital images) to the RPM and NWIRP Bethpage Facility Manager. The Navy shall have final disposition of any photographic material via the Final Report(s)/Deliverable(s).
- 3.4. Public Affairs - The contractor shall not disclose any information or data resulting from actions in this contract to the news media or public. The contractor shall refer all press or public contacts to the Public Affairs Officer and inform the RPM of their actions. The contractor may not distribute reports or data to any source, unless specifically authorized by the RPM and the Public Affairs Officer in accordance with NAVFAC Instruction 5720.10A. (Reference: NAVFAC 5720/6 Form - Publication Security Review and Clearance).
- 3.5. Any oral directives, instructions, explanations, commitments and/or acceptances given by any government employee to the contractor or his personnel, shall not be construed by the contractor as a change in scope to this Contract Task Order. Any change in scope of work must be issued to the contractor, in writing, by the Contracting Officer to be binding on the government.
- 3.6. Access to all necessary locations shall be provided by the Navy prior to commencement of work. No contractor personnel are to enter any location without first obtaining clearance from the Navy. Equipment and personnel entering the site and the storage area shall not be required to obtain a security pass.
- 3.7. The contractor shall verbally brief the RPM at least once a month as to the progress of work, status of field operations, and percentage of report completion.
- 3.8. The contract number shown in the CTO award is the number assigned to the contract for this work, and shall be used on all reports and correspondence relative to this contract.
- 3.9. The Navy shall provide a representative to oversee and document remediation activities.
- 3.10. The Navy shall review all pertinent records provided by the contractor to authorize persons to enter and/or work at the site. This review of records is in no way intended to relieve the contractor from his responsibility to comply with applicable regulations. Additionally, the review is not intended to evaluate the effectiveness of employee training or the contractor's medical surveillance program.

### **SECTION 4- REFERENCES**

- 4.1. General Reference Documents:
  - 4.1.1. Installation Restoration Chemical Data Quality Manual (IRCDQM), NFESC, 1999
  - 4.1.2. EPA Requirements for QAPP for Environmental Data Operations, EPA QA/R-5, 2001
  - 4.1.3. Guidance Systematic Planning Using the Data Quality Objectives Process, EPA QA/G-4, EPA 2006
  - 4.1.4. DoD Quality System Manual for Environmental Laboratories, Version 4.1, April 2009
  - 4.1.5. EPA Uniform Federal Policy for Quality Assurance Project Plans, March 2005
- 4.2. Project Specific Reference Documents:
  - 4.2.1. Final Operation and Maintenance Plan for SVE Containment System, Site 1 – Former Drum Marshaling Area (Tetra Tech, EC, 2010)
  - 4.2.2. Final Supplemental Offsite Soil Vapor Intrusion Monitoring Plan for the Soil Vapor Extraction Containment System (Tetra Tech, 2012)
  - 4.2.3. 2013 Annual Operations Report, Soil Vapor Extraction Containment System, Site 1, Former Drum Marshaling Yard, Naval Weapons Industrial Reserve Plant, Bethpage, NY (H&S May 2014)

4.2.4. Quarterly Operations Report, First Quarter 2014, Soil Vapor Extraction Containment System, Site 1, Former Drum Marshalling Yard, Naval Weapons Industrial Reserve Plant, Bethpage, NY (H&S September 2014)

**SECTION 5 - GOVERNMENT FURNISHED DATA (as applicable)**

5.1. NIRIS:

- (1) Project Specific Reference Documents: Offsite Soil Vapor Intrusion Monitoring Plan for the Soil Vapor Extraction Containment System; Site 1 – Former Drum Marshalling Area; NWIRP Bethpage

**EXHIBITS INCORPORATED BY REFERENCE:**

The contractor shall perform all work in accordance with the referenced documents.

Tetra Tech, EC, 2010. Final Operation and Maintenance Plan for SVE Containment System, Site 1 – Former Drum Marshaling Area, NWIRP Bethpage.

Tetra Tech, EC, 2010. Final Operations Report for Soil Vapor Extraction Containment System, Site 1 – Former Drum Marshalling Yard at Naval Weapons Industrial Reserve Plant, Bethpage, New York

**SECTION 6 - POINTS-OF-CONTACT**

<b>Point-of-Contact</b>	<b>Name</b>	<b>Address</b>	<b>Phone</b>	<b>Email</b>
RPM/Navy Technical Representative (NTR)	Lora Fly	NAVFAC MIDLANT, Code OPTE3 9742 Maryland Ave Norfolk, VA 23511	757-341-2012	lora.fly@navy.mil
NWIRP Bethpage	Al Taormina	NWIRP Bethpage 999 South Oyster Bay Rd Bethpage, NY 11714	516-346-0344	altaormina@att.net
Contract Specialist (CS)				
Contracting Officer's Representative (COR)				
Resolution PM	Brian Caldwell	Resolution Consultants 308 North Peters Road, Suite 200 Knoxville TN 37922	865-693-3623	bcaldwell@ensafe.com
NIRIS Rep	Monica Marrow	CH2M HILL 5701 Cleveland Street Suite 200 Virginia Beach, VA 23462	757-671-6213	monica.marrow@ch2m.com
NYSDEC	Steven Scharf	NYSDEC Bureau of Hazardous Waste & Radiation Management Division of Solid & Hazardous Materials 625 Broadway, 9 <sup>th</sup> Floor Albany, NY 12233-7015	518-402-9620	sxscharf@gw.dec.state.ny.us
NAVAIR	William Cords	Commander NAVAIR AIR-7-10 Building 404 Room 101 22145 Arnold Circle Patuxent River, MD 20670-1541	301-757-2166	william.cords@navy.mil

**SECTION 7 - DELIVERABLE SCHEDULE MATRIX**

Within the table the deliverables have been listed with the number of copies required for each recipient. Addresses for Navy POCs are provided in Section 6 of this Contract Task Order. Additional addresses shall be made available after contract award.

<b>Deliverable (work element #/deliverable title)</b>	<b>Navy (copies)*</b>	<b>Regulatory Agencies &amp; Public (copies)</b>	<b>Admin Record – CH2M HILL (copies)</b>	<b>Due Date**</b>
	<b>HC/CD</b>	<b>HC/CD</b>	<b>HC/CD</b>	
<b>Draft Health &amp; Safety Plan Addendum</b>	<b>e-mail</b>	<b>0</b>	<b>0</b>	
<b>Final Health &amp; Safety Plan Addendum</b>	<b>5/7</b>	<b>1/2</b>	<b>1/1</b>	
<b>Internal Draft Quarterly Operations Report</b>	<b>email</b>	<b>-</b>	<b>-</b>	
<b>Final Quarterly Operations Report</b>	<b>5/7</b>	<b>1/2</b>	<b>1/1</b>	<b>Within 45 days of draft submittal</b>
<b>Internal Draft Annual Operations Report</b>	<b>email</b>			
<b>Final Annual Operations Report</b>	<b>5/7</b>	<b>1/2</b>	<b>1/1</b>	

*\*Includes NAVAIR, FEAD RPM and Bethpage Facility Manager*

*\*\*Dates are approximate and are based on a July 1, 2014 award. Specific dates and schedule will be determined during negotiations.*

**SECTION 8 – PERFORMANCE MEASUREMENT AND PAYMENT SUMMARY**

8.1 The contractor shall be responsible for achieving the performance objectives in this SOW and successfully performing all the tasks required for successful performance.

8.2 Payments shall be made to the contractor upon completion of the following:

- 1) Verification that the corresponding performance standards and Acceptable Quality Levels (AQL) defined below have been satisfactorily achieved, and
- 2) Submission of a properly prepared invoice. Invoices that fail to meet the requirements of this paragraph and/or the invoicing or prompt payment clauses of the contract may be rejected in their entirety; partial payments shall not be made.

8.2.1 If a task associated with a work element is eliminated or not necessary for accomplishing project completion, the payment amount associated with that task shall not be paid to contractor.

8.2.2 Failure to demonstrate that the performance objective(s) is achieved and the work elements are complete may result in non-payment of the final work element.

<b>Work Levels / Task</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Assessment Method</b>	<b>Performance Payment and Incentive</b>
Work Element 1 – Meetings, Project Management, and Administrative Support	Completion and distribution of all meeting materials including agenda, handouts, figures, schedule, PowerPoint presentation, and meeting minutes. Attendance and technical support at the meetings. Successful project management and administrative support to keep the project on scope, schedule and budget.	100% Navy acceptance	Navy acceptance by RPM/NTR	Lump sum payable upon acceptance by RPM/NTR for each completed meeting and meeting minutes. Percentage of Project Management and Administrative Support amount per month throughout the contract upon acceptance by RPM.
Work Element 2 – Project Plans: Draft, Draft Final (other drafts as applicable)	Navy acceptance of each deliverable (no resubmittal required due to inadequate content or poor quality). Project plans and all attachments shall include sufficient information to implement in the field; be clearly written; and have minimal transcription, typographical, and grammatical errors. Comply with all requirements of this PWS, applicable codes, standards, and regulations, including the NCP. Adhere to RA schedule.	100% Navy acceptance	Navy acceptance by RPM/NTR	Lump sum payable upon acceptance by RPM for each draft of the project plans in accordance with outlined schedule of values. (Note: schedule of values shall include separate line items for each draft, or if all drafts are listed under one line item, this sections should list a % payment schedule for each draft under the line item)
Work Element 2 – Project Plans: Final	Regulatory acceptance of each deliverable (no resubmittal required due to inadequate content or poor quality). Detail the construction of the remedy to meet cleanup goals. Comply with all requirements of this PWS,	100% Regulatory acceptance	Acceptance by regulatory stakeholders: [EPA, RIDEM, NOAA, and RPM].	Lump sum payable upon acceptance by regulatory stakeholders [EPA, RIDEM, NOAA and RPM] for Final project plans in accordance with outlined schedule of values. (Note: schedule of

	applicable codes, standards, and regulations, including the NCP. Adhere to RA schedule.			values shall include separate line item for Final draft)
Work Element 3 – Field Work  (e.g. Landfill Monitoring, Operations & Maintenance)	Complete field work as specified in the Project Plans and other requirements of this PWS.	100% Navy acceptance	Scheduled and unscheduled surveillance of fieldwork, by Newport Environmental and field measurements and test results consistent with the contractor's government-accepted QC Plan, and other project plans.	Monthly payment on a prorated scale of schedule of value items completed and accepted by the Navy [RPM] by the method of acceptance. Final 10% payment for this work element shall be retained until contractor has achieved the cleanup goals and all outstanding items identified during Pre-final Inspection have been resolved to Newport Environmental's satisfaction.
Work Element 4 – Reports: Draft, Draft Final (other drafts as applicable)  (e.g. Long-Term Monitoring Reports)	Navy acceptance of deliverables and submissions (no resubmittal required due to inadequate content or poor quality). Factors that influence Navy acceptance include timeliness, completeness and accuracy. The report shall conform to the report requirements outlined in the SOW; be clearly written; and have minimal transcription, typographical, and grammatical errors.	100% Navy acceptance	Navy acceptance by RPM.	Lump sum payable upon acceptance by RPM for each Draft of the project plans in accordance with outlined schedule of values. (Note: schedule of values shall to include separate line items for each draft, or if all drafts are listed under one line item, this sections should list a % payment schedule for each draft under the line item)
Work Element 4 – Reports: Final  (e.g. Long-Term Monitoring Reports)	Navy acceptance of deliverables and submissions (no resubmittal required due to inadequate content or poor quality). Factors that influence Navy acceptance include timeliness, completeness and accuracy. The report shall conform to the report requirements outlined in the SOW; be clearly written; and have minimal transcription, typographical, and grammatical errors. Must obtain regulatory agency concurrence.	100% Regulatory acceptance	Acceptance by regulatory stakeholders [EPA, RIDEM, NOAA and RPM]. Note: final acceptance should be coordinated with appropriate NIRIS coordinator to ensure completeness.	Lump sum payable upon acceptance by regulatory stakeholders [EPA, RIDEM, NOAA, and RPM] for Final project plans in accordance with outlined schedule of values.

COST SUMMARY	Work Element 1 - Meetings, Project Management, and Admin Support	Work Element 2 - Project Plans	Work Element 3- Field Work (2.3.2 - 2.3.9)	Work Element 3 (Section 2.3.10.1 SVECS Operation)	Work Element 3 (Section 2.3.10.2 SVECS Maintenance & Monitoring)	Work Element 3 (Section 2.3.10.3 Sampling On-Site)	Work Element 3 (Section 2.3.10.4 Sampling Off-Site)	Work Element 3 (Section 2.3.10.5 IDIQ)	Work Element 4 - Data Submission and Reports	Grand Total
Labor										
Total Labor	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Support Subcontractors										
Total Support Subcontractors	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Other Direct Costs										
Total ODCs	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Travel										
Total Travel	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL COST (before G&A and Profit)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
G&A and Profit										
G&A on Expenses, Include Travel										
Profit on All Costs, Exclude Travel										
Total G&A and Profit	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
GRAND TOTAL	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

	quantity	unit	unit cost	total
<b>Indefinite Quantity (IDQ) Items for Operations/Repairs</b>				
Waste Management	12	Month		\$
Minor Repairs (w/o equipment) NTE 4 hrs operator time	12	Each		\$
Minor Repairs (w/ equipment) NTE 4 hrs operator time NTE \$200 in materials	4	Each		\$
Moderate Service Call NTE 8 hrs operator time NTE \$1000 in materials	2	Each		\$
Major Service Calls NTE 16 hrs operator time NTE \$2,500 in materials	1	Each		\$
Snow Plowing	3	Event		\$
Electric Services	12	Month		\$
Characterize Condensate	1	Month		\$
Disposal of Condensate	3	Month		\$
Characterize Carbon for Disposal/Regeneration	1			\$
Change-out VGAC Unit* *non hazardous	1	Lot		\$
Characterize and Dispose of IDW	1	Each		\$
Security/Fire Alarm Monitoring	1	Event		\$
Additional SVEW soil vapor samples	5	Each		\$
Electronic Lube Dispenser	2	Each		\$
Total IDQ Cost			\$	\$

Table 1: Summary of Activities for Operation, Maintenance, and Monitoring of the Soil Vapor Extraction Containment System at NWIRP Bethpage, Site 1.

No.	Activity	Frequency	Comments
1.	System operation	Continuous remote monitoring	<ul style="list-style-type: none"> <li>Respond to alarm calls in a timely manner.</li> </ul>
2.	System integrity check	Weekly	<ul style="list-style-type: none"> <li>Non-alarm check of system to identify potential problems with system operation (e.g., abnormal noises, flow rate, pressures, temperature, and surges).</li> </ul>
3.	Blower lubrication	As needed	<ul style="list-style-type: none"> <li>Maintain oil in the reservoir.</li> </ul>
4.	Condensate management	As needed, based on pressure surges in piping	<ul style="list-style-type: none"> <li>Main line from the conex box to the building, shut off blower for approximately 10 minutes, then restart.</li> <li>Wells to conex box, uncap well and surge air from the well to the conex box, until clear.</li> </ul>
5.	GAC System performance monitoring – Air samples (3)	Monthly	<ul style="list-style-type: none"> <li>Sample GAC influent, effluent, and duplicate and analyze for TO-15 –limited VOC list. Use summa canisters, with a 30-minute regulator.</li> </ul>
6.	SVE System – Of Property Piezometer Pressure	Quarterly	<ul style="list-style-type: none"> <li>Evaluate vacuum field in residential neighborhood. Purge tubing and collect pressure readings only for 18 piezometers.</li> </ul>
7.	Individual SVE well monitoring	Quarterly	<ul style="list-style-type: none"> <li>Evaluate location-specific VOC removal. Sample 12 SVE wells (in conex box) and analyze for TO-15 limited VOC list. Collect and analyze 2 duplicates. Use summa canisters, with a 30-minute regulator.</li> </ul>
8.	SVE System – Piezometer VOCs	Annually	<ul style="list-style-type: none"> <li>Collect samples from 18 piezometers in the residential neighborhood in January and analyze for TO-15 limited VOC list. Collect and analyze 2 duplicates and 2 field blanks. Use summa canisters, with a 30-minute regulator.</li> </ul>
9.	Reporting	Monthly, quarterly, and annually	<ul style="list-style-type: none"> <li>Data validation of analysis.</li> <li>Quarterly reporting of quarterly results.</li> <li>Annual reporting of monthly and quarterly summaries, and annual results.</li> </ul>
10.	Meetings	Monthly and bi-annual	<ul style="list-style-type: none"> <li>Monthly participation in teleconferences with reporting of monthly findings.</li> <li>Attend and present operational summary at two RAB meetings per year.</li> </ul>

WD 05-2373 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                              Wage Determinations

Wage Determination No.: 2005-2373  
Revision No.: 16  
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: New York

Area: New York Counties of Nassau, Suffolk

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.11
01012 - Accounting Clerk II		19.61
01013 - Accounting Clerk III		21.89
01020 - Administrative Assistant		30.93
01040 - Court Reporter		21.64
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		25.79
01070 - Document Preparation Clerk		15.56
01090 - Duplicating Machine Operator		15.56
01111 - General Clerk I		14.82
01112 - General Clerk II		17.49
01113 - General Clerk III		18.82
01120 - Housing Referral Assistant		26.92
01141 - Messenger Courier		12.92
01191 - Order Clerk I		19.59
01192 - Order Clerk II		20.45
01261 - Personnel Assistant (Employment) I		18.96
01262 - Personnel Assistant (Employment) II		21.22
01263 - Personnel Assistant (Employment) III		23.66
01270 - Production Control Clerk		23.51
01280 - Receptionist		15.67
01290 - Rental Clerk		18.04
01300 - Scheduler, Maintenance		21.57
01311 - Secretary I		21.57
01312 - Secretary II		24.82
01313 - Secretary III		26.92
01320 - Service Order Dispatcher		20.50
01410 - Supply Technician		30.93
01420 - Survey Worker		21.64

01531 - Travel Clerk I	15.98
01532 - Travel Clerk II	17.31
01533 - Travel Clerk III	18.79
01611 - Word Processor I	17.62
01612 - Word Processor II	20.16
01613 - Word Processor III	22.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.50
05010 - Automotive Electrician	28.50
05040 - Automotive Glass Installer	27.31
05070 - Automotive Worker	27.31
05110 - Mobile Equipment Servicer	20.80
05130 - Motor Equipment Metal Mechanic	29.80
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter, Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	16.69
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.55
07041 - Cook I	16.75
07042 - Cook II	18.23
07070 - Dishwasher	13.67
07130 - Food Service Worker	13.67
07210 - Meat Cutter	22.64
07260 - Waiter/Waitress	14.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.16
09040 - Furniture Handler	16.83
09080 - Furniture Refinisher	22.16
09090 - Furniture Refinisher Helper	18.01
09110 - Furniture Repairer, Minor	20.37
09130 - Upholsterer	22.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.67
11060 - Elevator Operator	13.67
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	13.68
11260 - Pruner	14.75
11270 - Tractor Operator	18.02
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	18.07
12000 - Health Occupations	
12010 - Ambulance Driver	25.29
12011 - Breath Alcohol Technician	24.87
12012 - Certified Occupational Therapist Assistant	24.12
12015 - Certified Physical Therapist Assistant	22.28
12020 - Dental Assistant	16.75
12025 - Dental Hygienist	35.31
12030 - EKG Technician	28.65
12035 - Electroneurodiagnostic Technologist	28.65
12040 - Emergency Medical Technician	25.29
12071 - Licensed Practical Nurse I	23.69

12072	- Licensed Practical Nurse II	24.34
12073	- Licensed Practical Nurse III	24.48
12100	- Medical Assistant	16.66
12130	- Medical Laboratory Technician	23.34
12160	- Medical Record Clerk	18.71
12190	- Medical Record Technician	20.55
12195	- Medical Transcriptionist	19.43
12210	- Nuclear Medicine Technologist	36.93
12221	- Nursing Assistant I	13.17
12222	- Nursing Assistant II	14.72
12223	- Nursing Assistant III	15.82
12224	- Nursing Assistant IV	16.79
12235	- Optical Dispenser	24.64
12236	- Optical Technician	16.64
12250	- Pharmacy Technician	15.87
12280	- Phlebotomist	23.02
12305	- Radiologic Technologist	28.08
12311	- Registered Nurse I	32.76
12312	- Registered Nurse II	38.41
12313	- Registered Nurse II, Specialist	38.41
12314	- Registered Nurse III	49.39
12315	- Registered Nurse III, Anesthetist	49.39
12316	- Registered Nurse IV	59.22
12317	- Scheduler (Drug and Alcohol Testing)	26.17
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	27.03
13012	- Exhibits Specialist II	33.49
13013	- Exhibits Specialist III	40.95
13041	- Illustrator I	28.35
13042	- Illustrator II	33.23
13043	- Illustrator III	40.66
13047	- Librarian	37.25
13050	- Library Aide/Clerk	15.79
13054	- Library Information Technology Systems Administrator	32.65
13058	- Library Technician	25.62
13061	- Media Specialist I	23.57
13062	- Media Specialist II	26.35
13063	- Media Specialist III	29.39
13071	- Photographer I	21.29
13072	- Photographer II	24.62
13073	- Photographer III	32.88
13074	- Photographer IV	44.26
13075	- Photographer V	50.85
13110	- Video Teleconference Technician	24.33
14000	- Information Technology Occupations	
14041	- Computer Operator I	19.00
14042	- Computer Operator II	21.26
14043	- Computer Operator III	23.71
14044	- Computer Operator IV	26.35
14045	- Computer Operator V	29.17
14071	- Computer Programmer I	(see 1) 27.56
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	19.00
14160	- Personal Computer Support Technician	26.35

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	39.54
15020 - Aircrew Training Devices Instructor (Rated)	43.75
15030 - Air Crew Training Devices Instructor (Pilot)	52.46
15050 - Computer Based Training Specialist / Instructor	39.54
15060 - Educational Technologist	35.73
15070 - Flight Instructor (Pilot)	52.46
15080 - Graphic Artist	33.31
15090 - Technical Instructor	32.16
15095 - Technical Instructor/Course Developer	39.22
15110 - Test Proctor	25.56
15120 - Tutor	25.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.62
16030 - Counter Attendant	11.62
16040 - Dry Cleaner	14.30
16070 - Finisher, Flatwork, Machine	11.62
16090 - Presser, Hand	11.62
16110 - Presser, Machine, Drycleaning	11.62
16130 - Presser, Machine, Shirts	11.62
16160 - Presser, Machine, Wearing Apparel, Laundry	11.62
16190 - Sewing Machine Operator	15.19
16220 - Tailor	16.04
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.89
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	14.62
21071 - Order Filler	16.34
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	15.06
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.63
23021 - Aircraft Mechanic I	27.11
23022 - Aircraft Mechanic II	29.58
23023 - Aircraft Mechanic III	30.72
23040 - Aircraft Mechanic Helper	21.90
23050 - Aircraft, Painter	25.88
23060 - Aircraft Servicer	24.23
23080 - Aircraft Worker	25.00
23110 - Appliance Mechanic	22.16
23120 - Bicycle Repairer	17.94
23125 - Cable Splicer	35.97
23130 - Carpenter, Maintenance	30.97
23140 - Carpet Layer	27.24
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	24.19
23182 - Electronics Technician Maintenance II	27.39
23183 - Electronics Technician Maintenance III	28.51
23260 - Fabric Worker	25.82
23290 - Fire Alarm System Mechanic	21.92

23310 - Fire Extinguisher Repairer	22.51
23311 - Fuel Distribution System Mechanic	29.94
23312 - Fuel Distribution System Operator	27.20
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	27.11
23381 - Ground Support Equipment Servicer	24.23
23382 - Ground Support Equipment Worker	25.00
23391 - Gunsmith I	22.51
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.93
23430 - Heavy Equipment Mechanic	26.10
23440 - Heavy Equipment Operator	34.30
23460 - Instrument Mechanic	30.86
23465 - Laboratory/Shelter Mechanic	26.21
23470 - Laborer	15.95
23510 - Locksmith	21.10
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	21.92
23580 - Maintenance Trades Helper	17.71
23591 - Metrology Technician I	30.86
23592 - Metrology Technician II	33.34
23593 - Metrology Technician III	32.75
23640 - Millwright	29.17
23710 - Office Appliance Repairer	21.80
23760 - Painter, Maintenance	26.70
23790 - Pipefitter, Maintenance	32.44
23810 - Plumber, Maintenance	31.23
23820 - Pneudraulic Systems Mechanic	27.25
23850 - Rigger	24.36
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker, Maintenance	29.81
23910 - Small Engine Mechanic	20.92
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	33.44
23960 - Welder, Combination, Maintenance	24.11
23965 - Well Driller	22.73
23970 - Woodcraft Worker	27.25
23980 - Woodworker	20.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.30
24610 - Chore Aide	12.79
24620 - Family Readiness And Support Services Coordinator	14.89
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.03
25040 - Sewage Plant Operator	25.19
25070 - Stationary Engineer	29.03
25190 - Ventilation Equipment Tender	23.71
25210 - Water Treatment Plant Operator	25.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	17.98
27008 - Corrections Officer	30.97

27010	- Court Security Officer	30.66
27030	- Detection Dog Handler	20.36
27040	- Detention Officer	30.97
27070	- Firefighter	31.42
27101	- Guard I	17.98
27102	- Guard II	20.36
27131	- Police Officer I	32.37
27132	- Police Officer II	35.94
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.96
28042	- Carnival Equipment Repairer	16.75
28043	- Carnival Equipment Worker	13.67
28210	- Gate Attendant/Gate Tender	16.49
28310	- Lifeguard	14.63
28350	- Park Attendant (Aide)	18.46
28510	- Recreation Aide/Health Facility Attendant	18.95
28515	- Recreation Specialist	22.88
28630	- Sports Official	14.69
28690	- Swimming Pool Operator	20.98
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.64
29020	- Hatch Tender	27.64
29030	- Line Handler	27.64
29041	- Stevedore I	26.22
29042	- Stevedore II	32.85
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	27.82
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021	- Archeological Technician I	22.43
30022	- Archeological Technician II	26.50
30023	- Archeological Technician III	31.09
30030	- Cartographic Technician	29.15
30040	- Civil Engineering Technician	25.21
30061	- Drafter/CAD Operator I	19.69
30062	- Drafter/CAD Operator II	26.50
30063	- Drafter/CAD Operator III	29.42
30064	- Drafter/CAD Operator IV	31.09
30081	- Engineering Technician I	19.98
30082	- Engineering Technician II	22.47
30083	- Engineering Technician III	25.28
30084	- Engineering Technician IV	31.22
30085	- Engineering Technician V	38.08
30086	- Engineering Technician VI	46.20
30090	- Environmental Technician	21.10
30210	- Laboratory Technician	21.37
30240	- Mathematical Technician	31.09
30361	- Paralegal/Legal Assistant I	23.36
30362	- Paralegal/Legal Assistant II	28.94
30363	- Paralegal/Legal Assistant III	35.39
30364	- Paralegal/Legal Assistant IV	42.84
30390	- Photo-Optics Technician	28.11
30461	- Technical Writer I	26.41
30462	- Technical Writer II	32.29
30463	- Technical Writer III	39.84
30491	- Unexploded Ordnance (UXO) Technician I	25.63
30492	- Unexploded Ordnance (UXO) Technician II	31.02
30493	- Unexploded Ordnance (UXO) Technician III	37.18
30494	- Unexploded (UXO) Safety Escort	25.63
30495	- Unexploded (UXO) Sweep Personnel	25.63

30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	29.42
30621 - Weather Observer, Senior	(see 2)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		16.40
31030 - Bus Driver		19.89
31043 - Driver Courier		16.75
31260 - Parking and Lot Attendant		10.05
31290 - Shuttle Bus Driver		17.80
31310 - Taxi Driver		13.37
31361 - Truckdriver, Light		17.80
31362 - Truckdriver, Medium		18.87
31363 - Truckdriver, Heavy		24.52
31364 - Truckdriver, Tractor-Trailer		24.52
99000 - Miscellaneous Occupations		
99030 - Cashier		18.74
99050 - Desk Clerk		13.34
99095 - Embalmer		27.84
99251 - Laboratory Animal Caretaker I		15.21
99252 - Laboratory Animal Caretaker II		15.97
99310 - Mortician		34.64
99410 - Pest Controller		18.15
99510 - Photofinishing Worker		16.23
99710 - Recycling Laborer		19.78
99711 - Recycling Specialist		22.36
99730 - Refuse Collector		21.17
99810 - Sales Clerk		14.70
99820 - School Crossing Guard		15.04
99830 - Survey Party Chief		26.35
99831 - Surveying Aide		15.48
99832 - Surveying Technician		20.42
99840 - Vending Machine Attendant		23.41
99841 - Vending Machine Repairer		25.44
99842 - Vending Machine Repairer Helper		21.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.