

IMPORTANT NOTICE

Due to potential delays in receiving mail, this solicitation contains the provision at FAR 52.215-5 which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

For administrative purposes, the Government plans to award two (2) contracts resulting from this solicitation. Both contracts will be awarded to the same offeror. One will be a Firm Fixed Price Services contract and will correspond to the pages identified as SK01A. The other will be a Firm Fixed Price IDIQ Services and will correspond to the pages identified as SK01B. All pages identified with SK01 apply to both the SK01A and SK01B portions. Both contracts will be awarded to a single offeror.

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

DO-C9

PAGE OF

1 | 42

PAGES

2. CONTRACT NO.	3. SOLICITATION NO. N00173-02-R-SK01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 4 FEB 02	6. REQUISITION/PURCHASE NO. 35-0389-01
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7. ISSUED BY
CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE 3230.SK
WASHINGTON DC, 20375-5326

8. ADDRESS OFFER TO (If other than Item 7)

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 222, RM 115 until 4 PM local time 6 MAR 2002
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SUSAN KELLY	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-767-6815
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11. TABLE OF CONTENTS

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES	11-16,26-32
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	2,17-19	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT	3,20	<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS	33
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING	3,20	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	3,20	<input checked="" type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	34
<input checked="" type="checkbox"/> F	DELIVERIES OR PERFORMANCE	4,21	<input checked="" type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFERORS	35-41
<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	5-7,22-23	<input checked="" type="checkbox"/> M	EVALUATION FACTORS FOR AWARD	41-42
<input checked="" type="checkbox"/> H	SPECIAL CONTRACT REQUIREMENTS	8-10,24-25			

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7)	CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	The contractor shall provide labor for all Service Calls (Routine & Emergency), Preventive Maintenance and Inspection, Re-lamping, Routine Operational Inspections and Special Testing for The equipment designated herein In accordance with Section C. FIXED PRICE CLIN	12	MO		
0002	MATERIALS - The Contractor shall furnish materials, supplies, and small equipment items required to perform services required under CLIN 0001 in accordance with Section C. TIME AND MATERIAL CLIN Material Handling at (fill in at time of award) will be allowed on CLIN 0002.				NOT TO EXCEED \$1,000,000.00
0003	Reports and Data as set forth in Exhibit A, DD 1423.		NSP**	NSP**	NSP**

TOTAL DOLLAR AMOUNT FOR CLINs*: \$

*CONTRACT LINE ITEM NUMBER

** NOT SEPARATELY PRICED

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 19 October 2001 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

SECTION D
PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

- | | | |
|-----------|---|---|
| 52.246-4 | - | Inspection Of Services - Fixed Price (AUG 1996) |
| 52.246-6 | - | Inspection - Time-And-Material And Labor-Hour (MAY 2001) (CLIN 0002 Only) |
| 52.246-16 | - | Responsibility For Supplies (APR 1984) |

DFARS CLAUSE TITLE

- | | | |
|--------------|---|---|
| 252.246-7000 | - | Material Inspection And Receiving Report (DEC 1991) |
|--------------|---|---|

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract . Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.211-11	-	Liquidated Damages - Supplies, Services, Or Research And Development (SEP 2000)(fill in See Attachments)
52.242-15	-	Stop-Work Order (AUG 1989)
52.242-17	-	Government Delay Of Work (APR 1984)
52.247-34	-	F.O.B. Destination (NOV 1991)

F-2 DELIVERIES OR PERFORMANCE

- (a) The period of performance under this contract shall be from Dated of Contract Award through 1 year thereafter.
- (b) The Period of Performance of the Option Years if exercised, shall extended the period for an additional year from the previous period of performance.
- (c) The principal place of performance of this contract shall be NRL, Washington, D.C.

**SECTION G
CONTRACT ADMINISTRATION DATA**

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *
 Security Matters- *
 Safety Matters- *
 Patent Matters- *
 Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be filled in at time of award)

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be filled in at time of award)

G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoices" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- a separate invoice for each activity designated to receive the supplies or services.
 - a consolidated invoice covering all shipments delivered under an individual order.
 - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-4 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992) (CLIN 0002 ONLY)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be completed at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- is required with each invoice submittal.
 is required only with the final invoice.
 is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
 is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-5 INVOICING ADDRESS

With reference to paragraph (b) of the above provision, "Submission of Invoices(Fixed Price)", the contractor shall submit invoices to the address in Block 12 of the contract award form (SF26).

G-6 CONTRACT CEILING PRICE (CLIN 0002 ONLY)

- (a) The amount of \$ * is presently available for payment and allotted to CLIN 0002 of this contract. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the contract through *.
- (b) The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum materials required to perform this contract. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full not-to-exceed amount or to a lesser amount necessary to perform the contract.
- (c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract regardless of anything to the contrary in any other clause or provision of this contract.
- (d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the contract will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the contract on that date in accordance with the provisions of the Termination clause of this contract.
- (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract.
- (g) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to other clause or provisions of this contract.

(* To be filled in at time of award)

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

H-3 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Program Manager (To be completed at time of award)

H-4 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four (4) times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option

Price: \$

Second Option

Price: \$

Third Option

Price: \$

Fourth Option

Price: \$

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

H-6 SUBCONTRACTING PLAN

The contractor's Comprehensive Small Business Subcontracting Plan is incorporated into this contract in accordance with DFARS SUBPART 219.7 *Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans*.

H-7 USE OF GOVERNMENT FACILITIES/EQUIPMENT

In accordance with FAR 45.404 and the performance of work hereunder, the Government shall furnish to the contractor on a rent-free, non interference basis, the use of physical space and equipment listed in Attachment 4 provided such equipment/facility may only be used to the extent that such use does not interfere with the performance of the contract for which the equipment was originally provided.

H-8 UTILITIES

Water, sewer and electrical utilities will be furnished to the Contractor in support of the Government furnished facilities at no cost to the Contractor. The Contractor shall be required to conserve utilities. The Government will provide for on-station telephone service. The Contractor shall provide and pay for off-station telephone service.

H-9 JANITORIAL SERVICES

Janitorial services will not be provided for those facilities used by Contractor's personnel in the performance of work under this contract. The contractor shall provide all services and supplies necessary to maintain areas provided in a clean, neat and orderly manner.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

- | | | |
|-----------|---|--|
| 52.202-1 | - | Definitions (DEC 2001) |
| 52.203-3 | - | Gratuities (APR 1984) |
| 52.203-5 | - | Covenant Against Contingent Fees (APR 1984) |
| 52.203-6 | - | Restrictions On Subcontractor Sales To The Government (JUL 1995) |
| 52.203-7 | - | Anti-Kickback Procedures (JUL 1995) |
| 52.203-8 | - | Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997) |
| 52.203-10 | - | Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997) |
| 52.203-12 | - | Limitation On Payments To Influence Certain Federal Transactions (JUN 1997) |
| 52.204-2 | - | Security Requirements (AUG 1996) |
| 52.204-4 | - | Printed Or Copied Double-Sided On Recycled Paper (AUG 2000) |
| 52.209-6 | - | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995) |
| 52.211-15 | - | Defense Priority And Allocation Requirements (SEP 1990) |
| 52.215-2 | - | Audit And Records-Negotiation (JUN 1999) |
| 52.215-8 | - | Order Of Precedence - Uniform Contract Format (OCT 1997) |
| 52.215-14 | - | Integrity Of Unit Prices (OCT 1997) |
| 52.215-15 | - | Pension Adjustments And Asset Reversions (DEC 1998) |
| 52.215-17 | - | Waiver Of Facilities Capital Cost Of Money(OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>) |
| 52.215-18 | - | Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997) |
| 52.215-19 | - | Notification Of Ownership Changes (OCT 1997) |
| 52.215-21 | - | Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 1997) |
| 52.217-8 | - | Option To Extend Services (NOV 1999) |

- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-9 - Small Business Subcontracting Plan (JAN 2002) Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (SEP 2000)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-41 - Service Contract Act Of 1965, As Amended (MAY 1989)
- 52.222-43 - Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts) (MAY 1989)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-1 - Payments (APR 1984)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (MAR 2000)(CLIN 0002 Only)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)

- 52.232-25 - Prompt Payment (MAY 2001)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.239-1 - Privacy Or Security Safeguards (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate II (APR 1984)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (SEP 2000))(CLIN 0002 Only)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-66 - Returnable Cylinders (MAY 1994)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.249-14 - Excusable Delays (APR 1984))(CLIN 0002 Only)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (NOV 2001)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.219-7003 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)

- 252.223-7006 Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (AUG 2000)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (DEC 2000)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7036 - Certification Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 52.222-47 -- SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA).

Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreements (CBA's) between the incumbent Contractor Consolidated Engineering Services, Inc. and the Unions of: International Union of Operating Engineers, AFL-CIO, Local 99-99A; Steamfitters Local Union 602; and IBEW Local Union No. 26. If the economic terms of the collective bargaining agreements or the collective bargaining agreements themselves are

not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I-3 FAR 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION*

Employee Class	Fringe Benefits	Monetary Wage
23160 Electrician , Maintenance	\$.90	\$17.93
23182 Electronics Technician, Maintenance 1	\$.90	\$18.39
23400 Heating, Refrigeration, & Air Conditioning Mechanic	\$.90	\$19.80
23580 Maintenance Trades Helper	\$.90	\$13.38
23790 Pipefitter, Maintenance	\$.90	\$17.77
23960 Welder, Combination, Maintenance	\$.90	\$18.39
25190 Ventilation Equipment Tender	\$.90	\$13.38
23890 Sheet Metal, Maintenance	\$.90	\$18.39

THE CURRENT WAGE DETERMINATION AS OF THE DATE OF CONTRACT AWARD WILL BE INCORPORATED IN THE RESULTANT CONTRACT.

I-4 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	MATERIALS - The Contractor shall furnish materials, supplies, and small equipment items required to perform services required under CLIN 0001 in accordance with Section C. FIRM FIXED PRICE IDIQ CLIN*				NOT TO EXCEED \$2,500,000.00
0002	The contractor shall provide all labor at the burdened rates specified below and all materials and subcontracts for all Major Repairs and New Installations in accordance with Section C. FIRM FIXED PRICE IDIQ CLIN*				NOT TO EXCEED \$1,000,000.00

BASE YEAR RATES

LABOR CATEGORY

000201	23160	Electrician, Maintenance
000202	23182	Electronics Technician, Maintenance 11
000203	23400	Heating, Refrigeration, & Air Conditioning Mechanic
000204	23580	Maintenance Trades Helper
000205	23790	Pipefitter, Maintenance
000206	23960	Welder, Combination, Maintenance
000207	25190	Ventilation Equipment Tender
000208	23890	Sheet Metal, Maintenance

**BURDENED
HOURLY RATE**

2ND YEAR RATES

LABOR CATEGORY

000209	23160	Electrician, Maintenance
000210	23182	Electronics Technician, Maintenance 11
000211	23400	Heating, Refrigeration, & Air Conditioning Mechanic
000212	23580	Maintenance Trades Helper
000213	23790	Pipefitter, Maintenance
000214	23960	Welder, Combination, Maintenance
000215	25190	Ventilation Equipment Tender

**BURDENED
HOURLY RATE**

000216 23890 Sheet Metal, Maintenance

3RD YEAR RATES

LABOR CATEGORY

**BURDENED
HOURLY RATE**

000217 23160 Electrician, Maintenance
 000218 23182 Electronics Technician, Maintenance 11
 000219 23400 Heating, Refrigeration, & Air Conditioning Mechanic
 000220 23580 Maintenance Trades Helper
 000221 23790 Pipefitter, Maintenance
 000222 23960 Welder, Combination, Maintenance
 000223 25190 Ventilation Equipment Tender
 000224 23890 Sheet Metal, Maintenance

4TH YEAR RATES

LABOR CATEGORY

**BURDENED
HOURLY RATE**

000225 23160 Electrician, Maintenance
 000226 23182 Electronics Technician, Maintenance 11
 000227 23400 Heating, Refrigeration, & Air Conditioning Mechanic
 000228 23580 Maintenance Trades Helper
 000229 23790 Pipefitter, Maintenance
 000230 23960 Welder, Combination, Maintenance
 000231 25190 Ventilation Equipment Tender
 000232 23890 Sheet Metal, Maintenance

5TH YEAR RATES

LABOR CATEGORY

**BURDENED
HOURLY RATE**

000233 23160 Electrician, Maintenance
 000234 23182 Electronics Technician, Maintenance 11
 000235 23400 Heating, Refrigeration, & Air Conditioning Mechanic
 000236 23580 Maintenance Trades Helper
 000237 23790 Pipefitter, Maintenance
 000238 23960 Welder, Combination, Maintenance
 000239 25190 Ventilation Equipment Tender
 000240 23890 Sheet Metal, Maintenance

0003	Reports and Data as set forth in Exhibit A, DD 1423.	NSP**	NSP**	NSP**
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*CONTRACT LINE ITEM NUMBER

** NOT SEPARATELY PRICED

NOTES:

CLIN 0001: MATERIAL HANDLING AT (*FILL IN AT TIME OF AWARD*) WILL BE ALLOWED ON CLIN 0002.

CLIN 0002: LABOR CATEGORIES CAN BE ADDED IF THEY ARE NECESSARY TO THE PERFORMANCE OF THE STATEMENT OF WORK.

B-2 MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the contract clause entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is \$2,500 either supplies or services or both supplies and services, with a total cost to the Government of at least \$2,500.

The maximum quantity the Government may order during the effective period of the contract is \$3,500,000 either supplies or services or both supplies and services, with a total cost to the Government not exceeding the total not-to-exceed amount stated in Section B-1, above.

The minimum and maximum quantities may consist of any combination of the items contained in Section B.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work Paragraph 14, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 19 October 2001 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

SECTION D
PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

D-3 The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.246-4 - Inspection Of Services - Fixed Price (AUG 1996)
52.246-16 - Responsibility For Supplies (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract . Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.211-11	-	Liquidated Damages - Supplies, Services, Or Research And Development (SEP 2000)(See Attachment 7)
52.242-15	-	Stop-Work Order (AUG 1989)
52.242-17	-	Government Delay Of Work (APR 1984)
52.247-34	-	F.O.B. Destination (NOV 1991)

F-2 DELIVERIES OR PERFORMANCE

(a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through through 5 years thereafter.

(b) Each delivery order/task order shall specify the period of performance.

(c) All deliverables required by Contract Line Item No. (CLIN) 0001 under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative

*

Naval Research Laboratory

Contract Number : *

Delivery Order Number: _____

Building: *

Code: *

4555 Overlook Avenue, SW

Washington DC 20375-5320

(d) Each delivery order/task order shall specify the place of performance.

(* To be filled in at time of award)

(e) The principal place of performance of this contract shall be NRL, Washington, D.C.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(* To be filled in at time of award)

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* {FILL IN AT AWARD- name,telephone, code, email} is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. In the absence of *, {FILL IN AT AWARD- name,telephone, code, email} will serve as COR. The COR is authorized to verbally authorize FIRM FIXED PRICED orders priced at the burdened rates with materials costs included (these materials costs will be verified by the Contracting Officer). These orders will be formalized by the Contracting Officer. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be filled in at time of award)

G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoices" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- a separate invoice for each activity designated to receive the supplies or services.
 - a consolidated invoice covering all shipments delivered under an individual order.
 - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-4 ACCOUNTING AND APPROPRIATION DATA

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

G-5 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER

- (a) The COR or TM assigned in Section G will provide the contractor with a Statement of Work (SOW) for each order. The Contractor shall provide the COR or TM with a proposal in response to the SOW. The COR or TM will prepare an acquisition package and forward to the NRL Contracting Division for issuance of an order.
- (b) Direct Labor Hours, travel and material costs are subject to negotiation prior to award. In order to fully evaluate each order proposal, the contractor shall provide the following as applicable:
- (1) A time phased (e.g., monthly, quarterly, etc.) breakdown of direct labor by labor category.
 - (2) A complete breakdown for travel identifying each cost mode of travel and the reason for the travel proposed.
 - (3) A complete list of all material including quantity and cost. The contractor shall provide specific documentation to serve as the basis for price verification (i.e., vendor quotations, invoices, published price lists, GSA schedule lists, etc.).

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

H-3 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Project Manager

H-4 USE OF GOVERNMENT FACILITIES/EQUIPMENT

In accordance with FAR 45.404 and the performance of work hereunder, the Government shall furnish to the contractor on a rent-free, non interference basis, the use of physical space and equipment listed in Attachment 4 provided such equipment/facility may only be used to the extent that such use does not interfere with the performance of the contract for which the equipment was originally provided.

H-5 UTILITIES

Water, sewer and electrical utilities will be furnished to the Contractor in support of the Government furnished facilities at no cost to the Contractor. The Contractor shall be required to conserve utilities. The Government will provide for on-station telephone service. The Contractor shall provide and pay for off-station telephone service.

H-6 JANITORIAL SERVICES

Janitorial services will not be provided for those facilities used by Contractor's personnel in the performance of work under this contract. The contractor shall provide all services and supplies necessary to maintain areas provided in a clean, neat and orderly manner.

H-7 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE TITLE

- | | | |
|-----------|---|--|
| 52.202-1 | - | Definitions (DEC 2001) |
| 52.203-3 | - | Gratuities (APR 1984) |
| 52.203-5 | - | Covenant Against Contingent Fees (APR 1984) |
| 52.203-6 | - | Restrictions On Subcontractor Sales To The Government (JUL 1995) |
| 52.203-7 | - | Anti-Kickback Procedures (JUL 1995) |
| 52.203-8 | - | Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997) |
| 52.203-10 | - | Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997) |
| 52.203-12 | - | Limitation On Payments To Influence Certain Federal Transactions (JUN 1997) |
| 52.204-2 | - | Security Requirements (AUG 1996) |
| 52.204-4 | - | Printed Or Copied Double-Sided On Recycled Paper (AUG 2000) |
| 52.209-6 | - | Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995) |
| 52.211-15 | - | Defense Priority And Allocation Requirements (SEP 1990) |
| 52.215-2 | - | Audit And Records-Negotiation (JUN 1999) |
| 52.215-8 | - | Order Of Precedence - Uniform Contract Format (OCT 1997) |
| 52.215-14 | - | Integrity Of Unit Prices (OCT 1997) |
| 52.215-15 | - | Pension Adjustments And Asset Reversions (DEC 1998) |
| 52.215-17 | - | Waiver Of Facilities Capital Cost Of Money(OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>) |
| 52.215-18 | - | Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997) |
| 52.215-19 | - | Notification Of Ownership Changes (OCT 1997) |
| 52.215-21 | - | Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 1997) |
| 52.219-4 | - | Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) <input type="checkbox"/> Offeror elects to waive the evaluation preference. |

- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-9 - Small Business Subcontracting Plan (JAN 2002) Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (SEP 2000)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-41 - Service Contract Act Of 1965, As Amended (MAY 1989)
- 52.222-44 - Fair Labor Standards Act And Service Contract Act - Price Adjustment (MAY 1989)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (MAY 2001)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)

- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.239-1 - Privacy Or Security Safeguards (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate II (APR 1984)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-66 - Returnable Cylinders (MAY 1994)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (NOV 2001)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.219-7003 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)

- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (AUG 2000)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (DEC 2000)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7036 - Certification Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 52.222-47 -- SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA).

Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreements (CBA's) between the incumbent Contractor Consolidated Engineering Services, Inc. and the Unions of: International Union of Operating Engineers, AFL-CIO, Local 99-99A; Steamfitters Local Union 602; and IBEW Local Union No. 26. If the economic terms of the collective bargaining agreements or the collective bargaining agreements themselves are not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such

terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I-3 FAR 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION*

Employee Class	Fringe Benefits	Monetary Wage
23160 Electrician , Maintenance	\$.90	\$17.93
23182 Electronics Technician, Maintenance 1	\$.90	\$18.39
23400 Heating, Refrigeration, & Air Conditioning Mechanic	\$.90	\$19.80
23580 Maintenance Trades Helper	\$.90	\$13.38
23790 Pipefitter, Maintenance	\$.90	\$17.77
23960 Welder, Combination, Maintenance	\$.90	\$18.39
25190 Ventilation Equipment Tender	\$.90	\$13.38
23890 Sheet Metal, Maintenance	\$.90	\$18.39

THE CURRENT WAGE DETERMINATION AS OF THE DATE OF CONTRACT AWARD WILL BE INCORPORATED IN THE RESULTANT CONTRACT.

I-4 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

I-5 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from dated of contract award through 5 years thereafter.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
- (1) Any order for a single item in excess of \$100,000.00.
 - (2) Any order for a combination of items in excess of \$200,000.00; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after the completion of the contract.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement of Work - 7 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 3 Pages and Enclosure (2) - Service Call Form - 1 Page
- J-2** Attachment (2) – Colective Bargaining Agreements (CBA’s) of the Unions of: International Union of Operating Engineers, AFL-CIO, Local 99-99A - 17 Pages; Steamfitters Local Union 602 - 7 Pages; and IBEW Local Union No. 26 - 3 Pages
- J-3** Attachment (3) - Personnel qualifications - 1 page
- J-4** Attachment (4) - Inventory **NOTE: THIS WILL BE AVAILABLE AT THE SITE VISIT**
- J-5** Attachment (5) - PMI Frequencies and Associated Liquidated Damages Schedule - 19 pages
- J-6** Attachment (6) - Directives - 1 page
- J-7** Attachment (7) – Liquidated Damages Schedule - 1 page
- J-8** Attachment (8) - DD 254, Contract Security Classification Specification Form Ser ___ Dated ___w/Attachments - 2 Pages (To be completed by amendment)

**PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is 561210

The small business size standard is \$5M.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAY 2001)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAY 2001) Alternate II (OCT 1997)
52.215-5	-	Facsimile Proposals (OCT 1997) Paragraph (c) is completed as follows: (202) 767-6197 (primary) or (202) 767-0494 (alternate). In addition facsimile proposals may be transmitted by e-mail to Kelly@contracts.nrl.navy.mil (primary) or Washington@contracts.nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format.
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.237-1	-	Site Visit (APR 1984)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DX rated order; DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
Provide information described below : See L-9 Instructions for Submission And Information Required To Evaluate Proposals and L-11 Volume II – Business Proposal.

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Services contract **and** an Firm Fixed Price IDIQ Services contract resulting from this solicitation. Both contracts will be awarded to a single offeror. This is being done for administrative purposes.

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Receptionist Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-6 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

L-7 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-8 CRITERIA FOR ALTERNATE PROPOSALS

Proposals submitted in response to this solicitation are not limited to the items listed in Section B. Offerors are encouraged to submit alternate proposals that offer significant beneficial improvements and meet the minimum needs of the Government. The alternate proposal will be evaluated in

accordance with the evaluation criteria. The Government reserves the right to award a contract based upon an alternate proposal which meets the Government's technical requirements and is otherwise awardable in accordance with the evaluation and award criteria.

L-9 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-02-R-SK01
Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3230.SK

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-10 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES .

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work.

(2) The following information is required for evaluation of your technical/management :

COMPANY EXPERIENCE

Proposals should provide a narrative description of company experience on projects with technical tasks identical or similar to those required in the Statement of Work. This description should clearly show the relationship between the company's experience and the particular tasks required and provide details such as project descriptions, complexity, and identification of the customers where work was performed. Provide information on the size of relevant projects and their demonstrated success in providing adequate service. Provide a detailed explanation with itemized and specific steps used

to prevent “repair-by-replacement” syndrome. The contractor should explain what steps will be taken to ensure equipment repairs are not corrected by just simply replacing with new.

UNDERSTANDING OF THE REQUIREMENT

Proposals should provide a narrative which clearly shows commitment to provide services to the customer. Authority of the Project Manager to commit the resources of the company should be detailed. Proposal should detail an understanding of the importance of Heating, Ventilating, and Air Conditioning (HVAC) service in a research environment.

PROCURE MATERIAL SERVICES

Proposals should provide a narrative describing the extent of the Offerors ability to purchase materials/parts directly from the manufacturer in lieu of going through small local suppliers. The proposal should demonstrate a commitment to expedite deliveries via air express or sending a vehicle to the source for pick-up or other means. The proposal should provide names of specialized companies with whom the Offeror has current contracts and the level of effort the specialized company is willing to commit. The Offeror should include examples of contacts directly with manufacturers. The Offerors should provide references from sub-contractors.

QUALIFICATION OF PROJECT PERSONNEL

Proposals should provide convincing proof that it has or has the ability to obtain personnel with relevant experience in the technical areas described in the Personnel Qualifications. The proposal should detail the commitment of key personnel to ensuring continuation of equipment/system operations. The proposal should include resumes of key personnel with education level, and experience both general and project related. The proposal shall detail the availability of sufficient key project professional and technical personnel by the prime contractor and proposed subcontractors.

PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last five (5) contracts or subcontracts completed during the past three (3) years years for services similar in nature to this requirement. Include in the five (5) any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type

4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts, as this will be obtained from the contracting organizations.

L-11 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the price.

The contractor should support the materials handling costs if proposed.

For the FFP portion, SK01A, the cost backup should include the prices per equipment types.

For the IDIQ portion, SK01B, provide the labor category base, indirect costs and profit to justify each fully burdened hourly rate.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (OCT 2000), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

L-12 SERVICE CALL HISTORY FOR USE IN PROPOSAL PRICING

The history of service calls results in a figure of 12,500 manhours per year. This figure is an average, and can vary by 15% up or down.

L-13 SITE VISIT

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A site visit is scheduled for 9:00 AM and/or 1:00 PM, 12 Feb 02 at the

Naval Research Laboratory
Bldg 222, Room 115A
4555 Overlook Ave. SW
Washington DC 20375.

To make arrangements to attend, you must contact Susan Kelly by phone at 202-767-6815 or by e-mail at kelly@contracts.nrl.navy.mil by 1:00 PM on 11 Feb 02. You must include a list of names of those who will be attending. At the site visit, all questions must be in writing, so be sure to bring

writing materials with you. Please try to limit the number of people to two (2) from each contractor, as the areas to visit may be fairly small.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor. The technical factors are in descending order of importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) COMPANY EXPERIENCE

The Offer's demonstrated experience in performing projects requiring technical effort which is identical or similar to the effort required by the Statement of Work.

(2) UNDERSTANDING OF THE REQUIREMENT

The Offeror's demonstrated understanding of the tasks involved and the level of support required to maintain/provide continued operations.

(3) PROCURE MATERIAL SERVICES

The Offeror's demonstrated ability to procure materials/services in the shortest possible time.

(4) QUALIFICATION OF PROJECT PERSONNEL

The Offeror's demonstrated ability to provide personnel with : (a) the appropriate qualifications to perform the level of work described in the SOW; (b) actual relevant experience in the technical fields required and experience with the size and complexity of equipment and systems covered in this requirement; (c) and the ability to correctly assess the critical components of a system and make alterations or changes to sub-components as needed to allow for continued operations.

(5) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The evaluation will be based on the

information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iv).

M-2-2 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

(2) THE REALISM OF THE PROPOSED COST

Cost Realism is the likelihood that the proposed cost will be the actual cost to the Government and is based on an analysis of accurate, factual, verifiable, and predictable data relative to what costs would most likely be incurred by the offeror to provide a given product or service.

The Government may adjust the proposed cost for purposes of evaluation based upon the results of the cost realism evaluation.

Cost Realism includes an analysis -of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal. The proposed labor and indirect rates will be considered.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

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

STATEMENT OF WORK

1.0 **BACKGROUND:** The Naval Research Laboratory (NRL) is a government-owned facility located at 4555 Overlook Avenue, S.W., Washington, DC. The mission of NRL is to conduct a broadly based multi-disciplinary program of scientific research and advanced technological development directed toward maritime applications of new and improved materials, techniques, equipment, systems, and ocean, atmospheric, and space sciences and related technologies.

2.0 **SITE CHARACTERISTICS:** Located inside of the Washington Beltway (Interstate 95/495) along the east bank of the Potomac River with access directly to Interstate 295. The site covers approximately 132 acres, has approximately 100 one to five story buildings including central heating and air conditioning facilities.

3.0 **SCOPE:** The contractor shall provide all labor, materials, supplies, tools, equipment, transportation, management, and supervision as necessary to perform scheduled and unscheduled maintenance and repairs, alterations to, and new installations of heating, ventilating, and air conditioning (HVAC) equipment systems, compressed air control systems, steam pressure or hot water regulating valves, and all associated control systems i.e., electric, pneumatic, EMCS, DDC, as well as re-lamping of lighting fixtures at all buildings, at NRL's main site Washington, DC. The work shall include, but not limited to: response to, and completion of, Emergency or Routine Service Calls in which the contractor shall take all necessary actions to ensure proper operation within industry standard of the specified equipment; operational maintenance inspections; preventive maintenance inspections (PMI) chemical treatment of water towers and associated piping; and unscheduled repairs. Contractor shall be responsible for providing a unique number and tag or bar-code on each piece of dynamic equipment thus providing and maintaining a complete inventory of equipment and record of maintenance performed. HVAC equipment is primarily industrial grade equipment with minor applications of residential grade equipment. Attachment - 4 - lists buildings and equipment/systems for which work will be required and for which the contractor is responsible. The government reserves the right to add and/or delete buildings and equipment/systems as requirements change. With exception of the addition or deletion of an entire building, including it's equipment/systems, an increase or decrease of less than 5% of the inventory shall not justify an adjustment to the contract price.

3.1 Upon completion of performing maintenance or providing repair services the contractor shall clean up each work site and remove all excess materials, trash and/or debris from the site. Work performed shall conform with all industrial standards, including applicable national, federal, state, local codes, and engineering standards. Primary controlling requirements are listed in Attachment 6.

3.2 When any equipment or system fails; or the operation endangers life or could result in personal injury or government property damage, the contractor shall be responsible to ensure it be secured, locked and tagged out. The tag shall state the date, time, type of hazard, company name, telephone number, and the name of the person who placed it out of service. Tags shall be supplied by the contractor.

3.3 Except where specified elsewhere in this contract, all work shall be performed during the government's Regular Working Hours. With exception of response to an Emergency Service Call, if the contractor desires to work outside of the Regular Working Hours, he must first obtain approval from the Contracting Officer Representative (COR). Any such approval granted will be deemed as solely for the convenience of the contractor in meeting delivery deadlines and will not constitute acceptance by the government of responsibility for premium costs associated with such work. For the purpose of this contract, Regular Working Hours are established as 6:30am to 4:30pm Monday through Friday. Contractor shall provide on-site personnel for a continuous eight-hour period (exclusive of a lunch break) within the Regular Working Hours. It is the contractor's responsibility to schedule his work to minimize the impact to the government's operations. Outages exceeding one (1) hour in duration which are required to service equipment shall be requested and scheduled through the government's Outage Notification system (CDRL A001). Outages of one (1) hour or less shall be scheduled with the occupants of the area affected and approved by the contracting officers designated representative.

3.4 The contractor's responsibility for utilities which serve HVAC systems/equipment, which originate from a central plant, such as hot/chilled water, compressed air or steam, is back to the main valve where the utility enters the building. The contractor is responsible for electric service back to the main disconnect switch serving the equipment. Contractor shall be responsible for all local or stand-alone utilities, which serve the HVAC systems/equipment covered under this contract.

3.5 Within 15 days after contract award, the contractor shall provide for a 24 hour, seven (7) day a week, toll free telephone service for receipt of Emergency Service authorization. The use of telephone answer/recording or pager devices shall not be used for this purpose. The government will provide a listing of individuals authorized to order Emergency Service to the contractor after contract award and any updates as necessary. Additionally, the contractor shall establish and maintain a 24 hour monitoring of all EMCS/DDC system aboard the NRL. This computer monitoring, shall alarm the contractor's 24 hour Emergency Service desk of any trouble alarms as provided by the EMCS/DDC systems. The contractor shall assume to have computer integration and interface with the NRL central EMCS/DDC system set-up in Bldg 57. This system is currently run on Seimens Apogee software and monitors those EMCS/DDC systems as identified in Attachment 4.

3.6 The contractor shall obtain and maintain operation and maintenance (O&M) manuals for all equipment and systems. This documentation shall not be provided by the government, but shall become property of the government at the conclusion of the contract.

3.7 The contractor shall provide a computer program to maintain equipment inventory, maintenance and repair, alteration and installation service records and scheduling of preventive maintenance. The software shall not be a proprietary company database. The database must be kept in either Microsoft Word, Microsoft Excel, or Visual Dbase. It must be usable on a personal computer (IBM or clone) and the software shall be provided to, and become the property of, the government. Files

shall be arranged by building number and the unique number of the dynamic equipment. Disks containing data updates and scheduling information shall be provided to the government on a monthly basis (CDRL A002) and at the conclusion of the contract period all data files will be turned over to the government within 30 calendar days. Failure to provide updated data files monthly shall result in liquidated damages being assessed in accordance with Attachment 7, for each month updated data files are not provided.

3.8 The contractor shall provide a commercial warranty for replaced or new equipment, i.e. compressors, processors, pumps, fan coil units, motors, condensing units, chillers, etc., installed under this contract (CDRL A004). The warranty for each replaced or new piece of equipment shall be provided to the COR within 45 days of installation of the equipment. Failure to provide warranties within the time specified shall result in liquidated damages being assessed in accordance with attachment 7, for each warranty not provided in the specified time.

3.9 The contractor shall provide contract employees with uniform shirts or name plates, which clearly show the contractor's business name. Contractor shall ensure that the condition of clothing and appearance of contract employees is consistent with grooming standards acceptable in an off ice/laboratory environment. Company vehicles shall be clearly marked with the contractor's business name. Reserve parking is not available but adequate non-reserve parking for the contractor's vehicles and employees is available.

3.10 The contractor shall capture, and turn over to the government, all Ozone Depleting Substances (ODS) removed from systems/equipment covered under this contract. Contractor shall report to the government ODS usage and/or captured in total of pounds (CDRL A005). The contractor shall provide a monthly report of all ODS used and recovered for that month. Failure to provide the monthly ODS report can result in the contractor's monthly payments being withheld until this information is received.

3.11 Mechanical rooms must be kept in a clean and neat order. Every other Friday, the contractor will be required to bring two mechanical apprentices to the NRL for the sole purpose of cleaning mechanical rooms of excess debris, and straightening out the appearance and cleanliness of the mechanical rooms. If in the opinion of the COR, mechanical rooms are being kept clean, the COR may waive this requirement for as long as he/she believes the mechanical rooms are being kept in a neat and clean order.

4.0 **ON SITE MANAGER:** The contractor shall provide an on-site Project Manager during regular working hours who will serve as the principle daily interface with the government's designated representative authorized to issue service work to the contractor. The Project Manager shall be responsible for directing/managing the contractors on-site craftsmen and/or sub-contractors and have authority to commit the resources of the contractor in pursuance of services under this contract. The project manager shall be included and shown on the contractor's proposed personnel matrix as described in Section L, "Instructions, Conditions, and Notices". The project manager will be required to attend weekly progress meetings, as scheduled by the COR to review work progress including service call turnaround, PMI schedule, etc.

4.1 **RE-LAMPING PERSONNEL** – In addition to the personnel required to perform regular PMI of HVAC equipment as described in paragraph 3, Scope of the Statement of Work, the contractor shall also provide two full time maintenance electricians (or illumination technicians) for the sole purpose of re-lamping light fixtures (both interior and exterior) around the laboratory. These personnel shall be included and shown on the contractor's proposed personnel matrix as described in Section L, "Instructions, Conditions, and Notices". The re-lamping personnel will be provided with a monthly re-lamping schedule which they will be required to maintain. The re-lamping personnel are not permitted to provide any other work under this contract, except as authorized by the COR. Materials (ie tubes, ballasts, and fixtures, etc.) for this effort will be funded by CLIN 0002.

5.0 **PERSONNEL:** The contractor shall exercise direct control over his employees to ensure proper behavior and conformance to applicable NRL policies. The contractor shall select personnel who are qualified to perform the required services; develop supervisory techniques to ensure effective and efficient operations, and keep personnel cognizant of all improvements, changes and methods of operation. The contractor shall obtain proper identification credentials and clearances as are necessary for his personnel and ensure that required licenses are obtained and renewed as necessary. Minimum qualifications for personnel are listed in Attachment 3.

6.0 **CONTRACTOR ADMINISTRATION:** The contractor shall instruct his employees to furnish labor and information, as required, in the performance of government inspections. The contractor shall also furnish information (estimates, cost proposals etc), as required, for the administration of this contract.

7.0 **PUBLICATIONS:** Applicable Department of Defense (DoD) and Navy manuals, instructions and directives will be provided by the Navy through normal distribution channels. All other forms and/or publications required for the performance of work under this contract are the contractor's responsibility.

8.0 **LICENSES AND PERMITS:** The contractor shall obtain any necessary licenses and permits, and is responsible for complying with any applicable Federal, State or municipal laws, codes, and regulations in connection with the prosecution of the proposed work. The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

9.0 **QUALITY CONTROL:** The contractor shall establish and maintain a Quality Control Plan to ensure the work performed complies with requirements of the contract and applicable codes or regulations. The plan shall include a description of the plan; name(s) and qualifications of the individual(s) responsible for quality control inspections and the extent of their authority; provision for recording results of inspections and corrective actions taken. The contractor shall submit the Quality Control Plan to the government, for approval, within 15 days of contract award.(CDRL A003)

10.0 SERVICE WORK: Service work will be issued with an Emergency or Service Work Authorization Form. The request for service will be issued by the government for maintenance, repair, or alteration of equipment/systems which is minor in scope and expected to not exceed 16 man-hours to complete. Information provided may be vague, i.e. "too hot or too cold". The craftsman responding to the request shall evaluate the condition found and make adjustments or repairs as necessary to restore service, while ensuring all system control components and protection features operate as originally intended', (The government will receive and issue to the contractor all requests for services. An "out-box" in the government's Service Call Office will be provided for use by the contractor. The contractor shall pick-up service requests from the 'out-box" at least twice daily, once no later than 10:00am and once after 1:00pm but before 2:30pm. "

10.1 Routine Call - A request for non-emergency maintenance/repair or adjustment which can normally be performed during regular business hours. Contractor sha11 respond and complete repairs/adjustments within two (2) work days after receipt of the request. Routine service calls are not permitted to extend beyond 5 calendar days. For those routine service calls that extend beyond (5) calendar days (with the exception of those that are delayed because repair parts just cannot be obtained within this time frame), the contractor will be assessed liquidated damages in accordance with attachment 7, for each routine service call that extends beyond the (5) calendar days. Routine Calls which cannot be completed within the time-frame due to availability of repair parts shall be reported to the Service Call Office and a listing of the parts on order, with expected due date, shall be provided. The contractor shall provide information on completed calls indicating time spent, brief description of work performed, and material used.(CDRL A007)

10.2 Emergency Call - A request for maintenance/repair or adjustment which because of it's adverse impact requires immediate response. Emergency calls will be issued by phone both during regular business hours and outside of regular business hours. During regular business hours, the contractor shall respond within 1/2 hour to the work site and begin work. During out of hours, the contractor shall respond within 1 1/2 hours to the work site and begin work. In both cases, work shall proceed without interruption until the repair is made or the emergency is arrested. A written service request will be provided to the contractor no later than the following workday. The contractor shall provide information on completed calls indicating time spent, brief description of work performed, and material used.(CDRL A008). Emergency service calls are permitted to turn into Major Repairs, but only as authorized by the COR by acceptance of a Major Repair estimate as outlined in paragraph 14, below. For this reason, the Project Manager must be capable of providing Major Repair estimates within 4 hours for such emergency repairs, for acceptance by the COR. This type of Project Manager capability should be addressed in the technical proposal.

11.0 PREVENTIVE MAINTENANCE INSPECTION (PMI): The contractor shall establish a computerized PMI program for the equipment and systems listed in Attachment 4 which complies with the minimum requirements and frequencies of inspection listed in Attachment 5 Contractor shall submit a detailed PMI schedule to the government designated representative, for approval, within 30 calendar days after contract award. The schedule shall include, but not be limited to, the identification of

each piece of equipment, the location, type of preventive maintenance to be performed, and the date scheduled for performance. The government reserves the right to require rescheduling of any PMI item if the contractors schedule would interrupt the customers mission. No liquidated damages will be assessed for items of PMI that the government requires rescheduling of, or items for which the contractor could not gain access during the PMI. If the contractor is unable to access certain areas during the PMI, he shall note this with the COTR and reschedule these items of PMI at a later date, at no additional cost to the government. The government may, from time to time, and without prior notice to the contractor, replace, exchange, add, or delete items of equipment or components thereof. See paragraph 3.0 for limitation on price adjustments.

11.1 Once established and approved, the contractor shall not deviate from the PMI schedule without prior approval by the government's designated representative. Liquidated damages will be assessed in accordance with Attachment 5, for each item on which PMI was missed or performed beyond the scheduled date, as established by the approved PMI schedule. Minor adjustments, belt and filter replacements, cleaning strainers, etc. shall be performed as part of the PMI and additional service calls will not be issued. To facilitate the government's verification of PMI, the contractor shall date stamp or mark all replacement items such as filters, belts, etc.

11.2 Deficiencies noted during PMI shall be reported on a form provided by the contractor no later than two (2) working days following the inspection.(CDRL A009) Urgency of the deficiency shall be identified as: Emergency (any item which would cause imminent equipment failure or threatens safety, health, or environmental issues); Critical (any item which threatens to reduce the useful life of the equipment); Non Critical (an item which does not effect either the life or efficiency of the equipment). Contractor shall enter in the computerized HVAC maintenance program all pertinent information including the name of the inspector, date of inspection and all deficiencies noted for each PMI. Subsequent scheduled inspections shall specifically note any previous deficiencies which had not been corrected.

12.0 ROUTINE OPERATIONAL INSPECTIONS: The contractor shall perform operational inspections of equipment and systems as necessary to ensure proper operation and continuity of services. This includes monitoring of water treatment processes on cooling towers, performance of DDC/EMCS systems, variable speed controllers and pneumatic systems. Systems which are not served by central chilled water plant shall be observed daily for water temperatures of chillers or condensers and/or fan operation. With exception of equipment/system failures, which shall be restored immediately, deficiencies noted shall be reported on a form, provided by the contractor, to the government's designated representative at the end of each work day.(CDRL A010)

13.0 SPECIAL TESTING: The contractor shall provide special testing such as eddy current, oil analysis of compressors, water treatment control including scale and corrosion, and tests of closed loop systems for percentages of glycol, etc. The contractor shall procure the services of an independent laboratory, which specializes in water testing, to certify tests on water treatment. Contractor shall submit to the government all test reports on a form provided by the contractor or testing laboratory/agency.(CDRL A01 1)

14.0 MAJOR WORK (LARGE REPAIRS/INSTALLATIONS): This includes, but is not limited to, the replacement of large compressors, installation of new equipment, and/or replacement of entire units. The work involved will normally exceed 16 manhours and may involve several trades. Major Work repairs will not be permitted to include one or even cumulative service calls that were previously worked on, for the Major Repair item to be fixed. For instance, if a service call was received to repair an air handler unit, and the service call is responded to and completed, and a subsequent service call is responded to and completed on the same air handler, and subsequently the air handler ultimately is determined to need replacement, the first two service calls are not permitted to be included as reimbursable under the air handler replacement as part of the Major Repair. The Major Repair will only be allowed to include the air handler replacement. The previous two service calls for this air handler unit are already considered as having been reimbursed under the firm fixed CLIN 0001.

14.1 The contractor shall perform Major Work as authorized by the government's designated representative. The government will issue a description of the required work to the contractor and the contractor shall provide a firm fixed estimate of the labor, materials, equipment and duration of the work required to perform the task.(CDRL A012). The contractor is not to begin Major Repairs without authorization from the COR or the Contracting Officer. These Major Repairs will not be reimbursed on an actual time and material basis, but rather on a firm fixed price basis for the amount negotiated or an estimate accepted. If the contractor's estimate is accepted by the COR, the government's designated representative will issue a Major Work Authorization for the work requested. Completion dates for Major Work will be established as an integral part of the authorization. Task Orders to document agreement will follow. Labor, Materials and equipment or supplies, if required, will be funded by a task order referencing CLIN 0003. The contractor shall not defer routine service calls, PMI, or routine operational inspections to accomplish work ordered on Major Work Authorizations unless specifically approved by the government's designated representative.

14.2 Upon completion of work, the contractor shall certify and return to the government's designated representative original Major Work Authorizations no later than two working days after completion of work. Final inspections will be made by the government to ensure work/services are complete and acceptable. The contractor shall maintain a file of completed work authorizations, including quality control inspection documentation, which shall be available to the government for inspection purposes.

14.3 Work or services performed which are determined by the government's designated representative to be unsatisfactory or incomplete shall be re-performed by the contractor at no additional cost to the government.

CONTRACT DATA REQUIREMENTS LIST

Form Approved

OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:			
		A		TDP		TM OTHER	
D. SYSTEM / ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
			N00173-02-R-SK01				
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE		
A001		UTILITY OUTAGE REQUEST					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U				SOW		NAVAL RES. LAB	
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		14. DISTRIBUTION	
LT				AS REQ			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
						b. COPIES	
						Draft Final	
						Reg Repr	
16. REMARKS					COR		
SUBMITTED 14 WORKING DAYS BEFORE PLANNED START OF WORK					1		
					15. TOTAL		
					1		
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE		
A002		UPDATE OF INVENTORY/PMI SCHEDULE					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U				SOW		NAVAL RES. LAB	
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		14. DISTRIBUTION	
LT				MONTHLY			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
				30 DAC		b. COPIES	
				1ST OF MONTH		Draft Final	
						Reg Repr	
16. REMARKS					COR		
SUBMITTED ON 3.5" 1.44MB FLOPPY DISK					1		
					15. TOTAL		
					1		
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE		
A003		QUALITY CONTROL PLAN					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U				SOW		NAVAL RES. LAB	
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		14. DISTRIBUTION	
LT				AS REQ			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
				15 DAC		b. COPIES	
						Draft Final	
						Reg Repr	
16. REMARKS					COR		
AMEND AS NECESSARY TO REFLECT CHANGES					1		
					15. TOTAL		
					1		
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE		
A004		COMMERCIAL WARRANTY					
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U				SOW		NAVAL RES. LAB	
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY		14. DISTRIBUTION	
LT				AS REQ			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
						b. COPIES	
						Draft Final	
						Reg Repr	
16. REMARKS					COR		
SUBMITTED AS NECESSARY FOR NEW EQUIPMENT					1		
					15. TOTAL		
					1		
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:	
		A		TDP TM OTHER	
D. SYSTEM / ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR
			N00173-02-R-SK01		

1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A005		REPORT OF OZONE DEPLETING SUBSTANCES (ODS)			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		
U			SOW		
7. DD 250 REQ		9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	
LT			MONTHLY	30 DAC	
8. APP CODE			11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
				1ST OF EVERY MONTH	
14. DISTRIBUTION					
a. ADDRESSEE				b. COPIES	
COR				Final	
				Draft	
				Reg	
				Repro	
				1	
15. TOTAL					
1					
16. REMARKS					
LOG OF ODS USAGE & AMOUNT TURNED OVER TO GOVERNMENT REPORT IN POUNDS AND TYPE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A006		COPY OF LICENSES			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		
U			SOW		
7. DD 250 REQ		9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	
LT			AS REQ	DAC	
8. APP CODE			11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
				1ST OF MONTH	
14. DISTRIBUTION					
a. ADDRESSEE				b. COPIES	
COR				Final	
				Draft	
				Reg	
				Repro	
				1	
15. TOTAL					
1					
16. REMARKS					
SUBMITTED PRIOR TO STARTING WORK					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A007		SERVICE CALL (ROUTINE)			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		
U			SOW		
7. DD 250 REQ		9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	
LT			DAILY		
8. APP CODE			11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
14. DISTRIBUTION					
a. ADDRESSEE				b. COPIES	
COR				Final	
				Draft	
				Reg	
				Repro	
				1	
15. TOTAL					
1					
16. REMARKS					
SUBMIT COMPLETED FORMS NLT 2 WORKING DAYS AFTER COMPLETION OF WORK.					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
A008		SERVICE CALL (EMERGENCY)			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		
U			SOW		
7. DD 250 REQ		9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	
LT			AS REQ		
8. APP CODE			11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
14. DISTRIBUTION					
a. ADDRESSEE				b. COPIES	
COR				Final	
				Draft	
				Reg	
				Repro	
				1	
15. TOTAL					
1					
16. REMARKS					
SUBMIT COMPLETED FORMS WITHIN 2 WORKING DAYS AFTER COMPLETION OF WORK					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	

CONTRACT DATA REQUIREMENTS LIST

Form Approved

OMB No. 0704-0188

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		A	TDP	TM	OTHER
D. SYSTEM / ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
		N00173-02-R-SK01			

1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE	
A009		PMI DEFICIENCIES				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U			SOW		NAVAL RES. LAB	
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
		AS REQ	AS REQ			
9. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
					b. COPIES	
16. REMARKS SUBMITTED ON CONTRACTOR'S FORM WITHIN 2 WORKING DAYS OF INSPECTION					COR	
					15. TOTAL	
				1		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE	
A010		OPERATIONAL DEFICIENCIES				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U			SOW		NAVAL RES. LAB	
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
LT		DAILY	AS REQ			
9. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
16. REMARKS SUBMITTED ON CONTRACTOR'S FORM EACH DAY					COR	
					15. TOTAL	
				1		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE	
A011		TEST REPORTS				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U			SOW		NAVAL RES. LAB	
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
LT		AS REQ	AS REQ			
9. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
16. REMARKS SUBMITTED ON CONTRACTOR'S FORM OR CERTIFIED LAB REPORT					COR	
					15. TOTAL	
				1		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE	
A012		ESTIMATE FOR LARGE REPAIRS OR INSTALLATION				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
U			SOW		NAVAL RES. LAB	
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
LT		AS REQ				
9. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	
16. REMARKS SUBMITTED ON CONTRACTOR'S LETTERHEAD & SIGNED BY AUTHORIZED COMPANY OFFICIAL					COR	
					15. TOTAL	
				1		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE

SERVICE WORK AUTHORIZATION

WONO: DT RCVD: / / TIME RCVD: PRINT DT: / /
 CALLER: PHONE: CODE:
 2ND POC: PHONE:
 BLDG: LOCATION: RECEPTIONIST:
 JONO: DIV JONO: DIV REQNO: FT: LCC:

DESCRIBE:

SPEC INST:

CODE: TRADE: CRAFTSMAN:
 START DT: / / TIME STARTED: DAYS TO COMP:
 COMP DT: / / TIME COMP: TOTAL HRS: STATUS:

MATL ORD: / / MATL RECD: / / MATL COST:

CUSTOMER CONTACTED / / TIME CONTACTED:

CRAFTSMAN COMMENTS:

CUSTOMER COST SUMMARY

TOTAL HRS TO PERFORM TASK: @ * =
 TOTAL EST MATL COST: =
 TOTAL COST: = 0.00

CUSTOMER SIGNATURE:

COMMENTS:

*NOTE: AVERAGE STABILIZED RATE, ACTUAL COST WILL VARY SOMEWHAT BASED ON ACTUAL LABOR RATE.

COLLECTIVE BARGAINING AGREEMENT

NAVAL RESEARCH LABORATORY

BY AND BETWEEN

CONSOLIDATED ENGINEERING SERVICES, INC.

AND

**LOCAL 99-99A, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO**

Term of Agreement

September 1, 1999

to

August 31, 2002

TABLE OF CONTENTS
Naval Research Laboratory
Washington, D.C.

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP	1
Section 1	1
Section 2	1
Section 3	1
Section 4	1
Section 5	1
Section 6	2
Section 7	2
Section 8	2
Section 9	4
Section 10	4
Section 11	4

ARTICLE II

WAGES, HOURS AND OVERTIME	5
Section 1	5
Section 2	5
Section 3	5
Section 4	5
Section 5	6
Section 6	6
Section 7	6
Section 8	6
Section 9	6

ARTICLE III

VACATIONS, HOLIDAYS & SICK LEAVE	7
Section 1	7
Section 2	7
Section 3	8

TABLE OF CONTENTS (Continued)
Naval Research Laboratory
Washington, D.C.

ARTICLE IV

MISCELLANEOUS8
Section 1.....8
Section 2.....8
Section 3.....8
Section 4.....8
Section 5.....8
Section 6.....9
Section 7.....9
Section 8.....9
Section 9.....9
Section 10.....9
Section 11.....9

ARTICLE V

HEALTH, WELFARE & PENSION BENEFITS.....9
Section 1.....10
Section 2.....10

ARTICLE VI

ARBITRATION.....11
Section 1.....11
Section 2.....11
Section 3.....11
Section 4.....11
Section 5.....11
Section 6.....11
Section 7.....11
Section 8.....11

ARTICLE VII

TERM OF AGREEMENT.....12
EXHIBIT A.....13

Naval Research Laboratory
WASHINGTON, D.C.

This Agreement is made by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Metropolitan Washington Council, AFL-CIO, party of the first party (hereinafter referred to as the "Union") and Consolidated Engineering Services, Inc., party of the second part (hereinafter referred to as the "Company"). That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the unit herein defined, and the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees employed at sites located within the Naval Research Laboratory.

Section 2. Jurisdiction: All employees in positions under the classifications as set forth in Exhibit "A" attached hereto and as further referred to in Article I, Section 6 of the Agreement.

Section 3. In accordant with the provisions of the Labor-Management Relations Act, 1947, all employees covered by this date of the Agreement as hereinafter set forth, or within thirty (30) days after their employment during the term of the Agreement, become members of the Union and retain such membership during the period of this Agreement. The first ninety (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 4. Subject to the provisions of the Act, the Company will within five (5) working days after receipt of written notice from the Union. discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph.

Section 5. The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of:

- a. All fired or unfired pressure vessels and vacuum systems.
- b. All refrigeration and air conditioning machinery and their associated equipment.
- c. All plumbing and piping including water, gas, heating, steam and sanitation systems.
- d. All electrical appliances and fixtures including lamping.

- e. All emergency power equipment.
- f. All electric motors, generators, circuits and switch gear.
- g. All air handling and distribution equipment.

It is agreed, however, that any part or parts of this jurisdiction of which the Employer has a bona fide working agreement with another Union or Unions which pre-dates this Agreement, such part or parts shall automatically be deleted from this Agreement.

It is further agreed that any repairs or maintenance which, in the opinion of the Project Manager, after consultation with the Director of Operations, are beyond the scope of the employees covered herein to perform are exempted from said jurisdiction.

The Union, in the exercise of its rights, agrees to keep the equipment in a clean and orderly condition. It is agreed and understood, however, that painting shall be limited to the mechanical equipment and its immediate surrounding area. In no instance shall an employee be required to paint walls, ceilings or in any area outside of the mechanical rooms, boiler rooms or shops except in those locations where the above referenced areas have been damaged during the servicing or replacement of equipment.

Section 6. Should the Company apply to the Union Business Office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, sex, age, national origin or membership or non-membership in the Union. The Employer agrees to notify the Union of the names and addresses of any new employees no later than thirty (30) days from their date of employment.

Section 7. The Business Manager and/or Business Representative of the Union shall be permitted access to the engine room, boiler room, and any section of the work site where employees covered by this Agreement may be working. In the exercise of this provision, the Union agrees to first notify the Company 24 hours prior to the intent and time to enter said premises. Access to the work site shall be with the advance approval by representatives of both the Naval Research Laboratory and any security agency or personnel specific to a building or site.

Section 8. The scope and duties of the classifications as listed in Exhibit 'A' of this agreement shall be as follows:

- a. **Chief Engineer:** To be in charge of the jurisdictions, as defined in Article 1, Section 5 in the building or work sites to which he is assigned, subject to Company regulations, policies, and procedures, and the Company's supervisory structure.

- b. **Assistant Chief Engineer:** To perform such duties as may be assigned to him by the Chief Engineer. The Assistant Chief Engineer may be assigned a regular shift.
- c. **Lead Engineer:** To be responsible for the supervision of Engineers and other personnel and all equipment assigned at a specific work location. To perform such duties as may be assigned to him by the Chief Engineer or Company.
- d. **Engineer:** To be responsible to his immediate supervisor for the safe and efficient operation and maintenance during his shift of all equipment in his plant, as defined in Section 5 of this Article.
- e. **Maintenance Mechanic:** To perform maintenance and repairs to all jurisdictions as defined in Section 5 of this Article under the supervision of his immediate supervisor. He shall at no time be assigned an engineer's shift to operate building equipment.
- f. **Route Mechanic:** To perform maintenance and repairs to all jurisdictions as defined in Section 5 of this Article, in buildings or locations under the supervision of his immediate supervisor. He shall at no time be assigned an engineer's shift to operate building equipment.
- g. **Utility Mechanic:** To perform general building maintenance and repair activities as defined in Section 5 of the Article, including carpentry, locksmithing, painting. Assists Maintenance Mechanics and Engineers with major maintenance tasks, repairs and other duties as assigned by his supervisor. The maximum number of Utility Mechanics that may be employed shall be limited to the number obtained by applying a ratio of 5:1 to the whole number of Maintenance Mechanics employed by the Company under all of its agreements with the Union.
- h. **Maintenance Helper:** The duties of Helpers shall be limited to changing light bulbs and lint screens, and such other minor tasks as may be assigned by their supervisor, unless they enroll in the Local 99 I.U.O.E. Joint Apprenticeship School (School), in which case the Helpers scope of duties shall be unlimited (contingent further upon satisfactory School performance). The maximum combined number of Maintenance Helpers and Helpers (as described below) that may be employed shall be limited to the number obtained by applying a ratio of 5:1 to the whole number of Maintenance Mechanics employed by the Company under all of its agreements with the Union. Helpers enrolling in the School (and continuing therein), subject to the terms of Article IV, Section 13.b, shall be paid at the rate applicable to Apprentice Engineers under this Agreement.

- i. **Helper**: Entry level position to assist maintenance and engineering personnel in the general maintenance and operation of the property. The term of employment for personnel hired in this position shall not exceed one year.
- j. **Apprentice Engineer**: To perform all assigned training duties under the supervision of the Chief Engineer or a licensed supervisor or engineer as designated by the Chief Engineer. In the application of these duties, the Company agrees to conform to the Standards, as printed, of the Local 99, I.U.O.E. Joint Apprenticeship Committee. The apprentice engineer shall at no time be permitted to stand an engineers shift, nor be assigned to a fixed routine which might interfere with his training program.
- k. **Carpenter**: To perform all assigned carpentry trade duties including but not limited to: framing, finish work, door and door hardware installation/repair, drywall/plaster installation and locking device work.
- l. **Lead HVAC Mechanic**: To be Responsible for the supervision of Mechanics and other personnel and all equipment assigned, to perform such duties as may be assigned by the Project Manager.
- m. **Journeyman Electrician**: Performs electrical installation, maintenance and repair work. Receives assignments verbally and by work order. Determines methods to accomplish assignments.
- n. **Plumber/Pipefitter**: Installs, maintains, modifies and repairs new and existing piping systems and equipment that includes plumbing.

Section 9. In determining the qualifications of new employees, the Company may require the applicant to be mentally and physically capable and competent to protect the best interests of the Company.

Section 10. The Company and the Union, in the performance of this Agreement are deeply committed to a policy of equal employment opportunity for all job applicants and employees working in the job classifications covered by this Agreement. The Company actively seeks to employ qualified individuals in all covered job classifications and to administer all personnel actions effecting employees without discrimination on the basis of race, color, religion, sex, age, national origin or union membership. Persons with disabilities, veterans with disabilities and veterans of the Vietnam era will be given the fullest consideration for employment in the job classifications for which they are qualified. The Company and the Union are committed to making reasonable accommodation for qualified individuals with disabilities as well as to abide by any and all local laws which in addition to the above prohibit discrimination, sexual harassment or workplace harassment in any form.

Section 11. The Company's Substance Abuse Policy does not preempt any collectively bargained rights of the employees covered by this Agreement including the right to

arbitrate any dispute arising out of the interpretation or application of this Agreement. No employee represented by the Union will be required to sign any waiver limiting the liability of the Company, the testing facility, or any other person implementing the Substance Abuse Policy for violations of the law. The Union is not responsible for ascertaining or monitoring the alcohol or drug status of any employee or for implementing or enforcing any aspect of the Substance Abuse Policy and accepts no liability therefore. The Company will notify the Union prior to implementing any changes in the alcohol or drug testing provisions of its Substance Abuse Policy or any other provision which is subject to mandatory bargaining and will, upon request, negotiate with the Union at reasonable times and places regarding such proposed changes. The Company will inform the Union of other material changes made in this policy as appropriate.

ARTICLE II

WAGES, HOURS AND OVERTIME

Section 1. Wages

The wages for employees in the job classifications defined in Article I, Section 9 of this Agreement shall be as shown in Exhibit "A" attached hereto. All wages are to be paid biweekly.

Section 2. Hours and Overtime

Forty (40) hours divided into five (5) consecutive days of eight (8) consecutive hours per day, subject to shift schedule, shall constitute a week's work. The payroll week begins at 12:00 A.M. Saturday and ends at 11:59 P.M. Friday. The eight (8) hour day is an eight (8) hour workday without a specific or designated meal break. Meals are to be eaten on the premises during the workday at a time and location designated by the Company. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the base wage rate. Overtime shall apply to all employees covered by this Agreement except as defined in Section 3 of this Article. Actual time worked, holidays, paid vacation and personal days count as time worked for the purpose of computing overtime but sick leave, and leave without pay does not. The Chief Engineer shall not necessarily have regular assigned hours unless he stands a regular watch.

Section 3. Exempt Employees

The Chief Engineer and Assistant Chief Engineer are salaried employees and are exempt from the overtime provisions of the Fair Labor Standards Act, as amended.

Section 4. Days Off

Each employee shall have two regularly assigned days off in each forty (40) hour week and, where practicable, these days shall be consecutive. Should an employee be assigned to work on one of his regularly assigned days off, he shall be paid at 1 & ½ times the base wage rate. Should he be assigned to work on both of his regularly assigned days off in any given 40 hour week, he shall be paid at two times the base wage rate for hours worked on his second day off. When the Company schedules work to be accomplished on an employee's day off, he shall be paid 4 hours for such work, or the actual hours worked, whichever is greater, at the appropriate pay rate. He shall not be assigned off on any of his regular working days.

Section 5. Work Schedules

A weekly work schedule will be posted at the time clock. However, such schedule may be changed by the Company upon ten calendar day's notice, or without notice if in the opinion of the Company such change without notice is essential to its operations and with the consent of the employee or employees involved. Scheduled overtime will be for a minimum of (4) four hours.

Section 6. Operating Hours

The hours of operation at the job site shall be determined by the Company.

Section 7. Special Shifts

The Company, upon ten calendar days notice, may change the daily shift hours from eight consecutive hours to ten consecutive hours per day for certain employees. Under this daily schedule, four days in the seven day payroll period will constitute a work week. All time worked in excess of ten hours in a work day or forty hours in a work week, but not both, shall constitute overtime and be paid at 1 & 1/2 times the base wage rate. Two times the base wage rate shall be paid for all hours worked on the sixth consecutive day within any payroll week. Each employee scheduled to work a ten hour shift in each forty hour work week will have three regularly assigned days off and two of these days will be consecutive where practicable. The Company may, at its option, and upon ten calendar days notice, re-institute the normal eight hour shift, five day work week as defined in Section 1 of this Article.

Section 8. Call Back

In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his part) after completing his regular work day and leaving the premises, he shall receive not less than four (4) hours pay for same, calculated at one and on-half (1-1/2) times the basic rate. Employees provided with a company vehicle shall be paid portal to portal instead of the 4 hour minimum call back. Commuting time to and from the work site shall be limited to a maximum of 1 hour each way.

Section 9. Loss of Benefits

No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or reorganization of personnel and it is agreed that this section is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this

Agreement shall continue to receive that benefit so enjoyed and not be reduced to such lesser benefit provided herein.

ARTICLE III

VACATIONS, HOLIDAYS & SICK LEAVE

Section 1. Employees covered by the terms of this Agreement who have worked continuously in the employ of the Company shall be eligible for two (2) weeks vacation their first through fourth year; three (3) weeks vacation their fifth through ninth year; four (4) weeks vacation their tenth year through nineteenth year; and five (5) weeks for their twentieth year or more of service. Years of service are calculated from the date of hire. New employees who have worked continuously in the employ of the Company for a period of six (6) months are entitled to one (1) of their two (2) eligible weeks of vacation. Vacation entitlement begins on January 1 of each year and ends on December 31. All vacation must be taken in the calendar year in which it is earned. Unused vacation at the end of the year is forfeited. Terminated employees will be paid for vacation prorated at his current rate of accrual from January 1 to the date of termination less any vacation used. If the employee's termination is voluntary and his vacation balance is negative, the negative hours will be deducted from his final paycheck. Vacation may be taken one day at a time. The time for taking paid or unpaid vacation shall be approved by the Company in advance.

Section 2. The following holidays shall be recognized and employees shall receive a day's pay for same:

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

All future holidays declared as legal by the United States Congress. Work performed by an employee on any of these days shall be paid for at two (2) times the base wage rate plus a day's holiday pay. These holidays shall be observed by the Company on the same day as they are observed by the Government of the United States (in the Washington, D.C. area).

If a holiday falls on an employee's regular scheduled day off, he shall receive an additional day's pay or a day off in lieu of holiday pay at the employee's option and upon seven (7) calendar days notice to his supervisor. The day off in lieu of holiday pay must be taken in the same pay week in which the holiday occurs. During a pay week in which a holiday occurs, all time worked in excess of thirty-two (32) hours shall be paid as overtime at the appropriate overtime rate of pay.

If the work site is closed because the Federal Government or tenant observes a holiday not listed above, employees assigned to that work site will report for work as scheduled.

Section 3. Each employee shall be entitled to ten (10) working days sick leave per year with pay which shall accumulate at *5/6th* of a day per month, but with unlimited accumulation. The Company, at its option, may require certified physician's proof of illness or incapacitation, and/or an examination by the Company's physician at the Company's expense before granting paid sick leave. Employees, at their option, may convert two days of accrued and unused sick leave to personal leave, per year of the agreement. To be eligible, the employee must have a minimum balance of eighty (80) hours of sick leave accrued at the time of the request and provide a minimum of 48 hours advance notice to his supervisor. Personal leave may not be taken to extend vacation leave or holidays. Personal leave shall count as hours worked for the purposes of computing overtime. Upon separation from the Employer all accrued but unused sick leave shall be forfeited.

ARTICLE IV

MISCELLANEOUS

Section 1. The employees shall maintain and make all necessary repairs to all equipment and machinery coming under the supervision of the Project Manager except where the same conflicts with the trade rights of other organizations assigned to this location.

Section 2. Notwithstanding any other provision contained in this Agreement it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the equipment as set forth in Article I, Section 5 of this Agreement and that the term "Maintenance Mechanic" does not and is not intended to include custodial and janitorial employees such as chairmen, chairwomen, janitors, porters, elevator operators and similar employees.

Section 3. The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4. The Employer agrees to pay the sum of (\$35.00) thirty-five dollars per quarter for the first year and second year per quarter for each employee covered herein to the Treasurer of the Local 99, Joint Apprenticeship Trust. Effective September 1, 2001 the Employer agrees to pay (\$40.00) forty dollars per quarter.

Section 5. It is recognized by the Employer and the Union that five (5) consecutive calendar days may be needed by an employee to attend a funeral service for a spouse or child and three days for the death of a sister, brother, parent, legal guardian or parent-in-law. If any of these days are working days, the employee shall suffer no loss in pay. The last of these days shall be the day of the funeral. Funeral leave shall be operative for the following relatives: spouse, child, sister, brother, parent, parent-in-law. No employee shall receive pay for any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event shall pay for funeral leave be in excess of eight (8) hours per

day at straight time. Employees may take vacation leave to extend funeral leave if approved by the Project Manager.

Section 6. The Employer will deduct from the pay of the employee the Union dues for all employees of the Union, upon signing of an individual dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

Section 7. Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

Section 8. The Employer agrees to furnish the employees sufficient work uniforms, to be worn during working hours while on duty.

Section 9. The Employer agrees to furnish all necessary tools and equipment for the safe and efficient performance of the employees duties. The Employer further agrees that the employees shall not be required to furnish any tools required for the performance of the employees duties.

Section 10. The Agreement embodies the entire Agreement between the Employer and the Union and shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of his business and plants or in the direction of the working forces. The Employer in the exercise of his rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued sick leave and seniority the employees may have accumulated during their employment with the previous Employer.

Section 11. In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of the Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

ARTICLE V

HEALTH, WELFARE & PENSION BENEFITS

Section 1. The Company agrees to contribute the following rates to the Central Pension Fund per hour actually worked and per hour of paid vacation per man up to a maximum of forty (40) hours in any one (1) work week:

Job Classification	Effective 9/1/99	Effective 9/1/2000	Effective 9/1/2001
Engineer, Electrician, Plumber/Pipefitter, Lead HVAC	\$1.88 PER HOUR	\$1.98 PER HOUR	\$2.08 PER HOUR
Route Mechanic & Maintenance Mechanic	\$1.72 PER HOUR	\$1.82.00 PER HOUR	\$1.92 PER HOUR
All Other Classifications	\$1.62 PER HOUR	\$1.72.00 PER HOUR	\$1.82 PER HOUR

Section 2. Group Insurance

New Health & Welfare. The Employer agrees to make contributions, as listed below, for all full-time employees and their dependents covered herein to the Health & Welfare Trust Fund of the International Union of Operation Engineers, Local 99-99A.

Coverage	Effective 9/1/1999	Effective 9/1/2000	Effective 9/1/2001
Single	\$274.00/month	\$274.00/month	\$274.00/month
Family	\$382.07/month	\$402.87/month	\$423.67/month

In the event the contribution by the employer is less than the required contribution rate, as determined from time to time by the Trustees of Local 99-99A, the Employer and the Union agree to meet to negotiate this adjustment on behalf of the members.

The contribution by the Employer together with the amount withheld from the employees pay shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund.

ARTICLE VI

ARBITRATION

Section 1. Any dispute arising out of the interpretation of or application of this Agreement that is not composed by the Union and the Employer within a reasonable time shall, at the written request of either party, be submitted to arbitration.

Section 2. There shall be established for each dispute an Arbitration Board consisting of one person selected by the Employer, one person selected by the Union and a third person selected by these two. The Arbitration Board members selected by the Employer and the Union shall be designated within two (2) days after such written request for arbitration is received holidays and Sundays excluded.

Section 3. If the members selected by the Union and the Employer are unable to agree upon the third member within five (5) days after they have been named, such third member shall be selected by the parties designated from a panel submitted by the Federal Mediation and Conciliation Service within two (2) days after such panel shall have been submitted to both parties.

Section 4. Each party shall pay one-half of the cost of arbitration, except that each party shall arrange and pay full compensation for the member it selects.

Section 5. The decision of the majority of the Arbitration Board shall be final and shall be binding on the parties hereto.

Section 6. The Board shall render its decision within five (5) days after convening unless such time is extended by mutual agreement of the parties.

Section 7. There shall be no lockout by the Employer and no strike or stoppage of work called by or approved by the Union nor any other action taken by either party pending the arbitration decision and prompt compliance therewith.

Section 8. It is agreed that any difference arising incident to the negotiations of terms of a new agreement are not covered by this Article.

ARTICLE VI

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Section 1. Any dispute arising out of the interpretation of or application of this Agreement that is not composed by the Union and the Employer within a reasonable time shall, at the written request of either party be submitted to arbitration.

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Section 3. If the members selected by the Union and the Employer are unable to agree upon the third member within five (5) days after they have been named, such third member shall be selected by the parties designated from a panel submitted by the Federal Mediation and Conciliation Service within two (2) days after such panel shall have been submitted to both parties.

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Section 8. It is agreed that any difference arising incident to the negotiations of terms of a new agreement are not covered by this Article.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of September 1, 1999 to and including the 31st day of August 2002 and shall renew from year to year unless not less than sixty (60) days prior to an anniversary date of this Agreement written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

For: Consolidated Engineering
Services, Inc.

By: William C Davis

Date: 6/4/99

For: International Union of Operating
Engineers, Local- 99, 99A, AFL-CIO

By: Chris H. Malachuk
Business Manager

By: Wayne H. Hauden
President

By: Michael R. Murphy
Secretary

Date: 5-25-99

EXHIBIT "A"

Salary shall be not less than the amounts indicated below for the periods Indicated

	9/1/1999	9/1/2000	9/1/2001
1. Chief Engineer - per week	\$1,224.79	\$1,261.54	\$1,299.38
2. Assistant Chief Engineer - per week	\$1,076.99	\$1,109.30	\$1,142.58
3. Lead Engineer - per hour	25.54	26.31	27.10
4. Engineer - per hour	24.45	25.19	25.95
5. Route Supervisor - per hour	26.91	27.72	28.55
6. Route Mechanic - per hour	20.49	21.10	21.73
7. Maintenance Mechanic - per hour	19.68	20.27	20.88
8. Utility Mechanic - per hour	15.84	16.32	16.81
9. Maintenance Helper - per hour	12.16	12.53	12.91
10. Helper - per hour	9.00	9.27	9.55
11. Carpenter - per hour	19.05	19.62	20.21
12. Lean HVAC Mechanic	21.89	22.55	23.23
13. Journeyman Electrician	22.11	22.77	23.45
14. Plumber/Pipe Fitter	23.62	24.33	25.06

Apprentices

The wage of an Apprentice from September 1, 1997 to August 31, 1999 shall be calculated as a percentage of the Engineer's wage and shall be:

- 50% for the first six months of apprenticeship
- 55 % for the second six months of apprenticeship
- 60% for the third six months of apprenticeship
- 65% for the fourth six months of apprenticeship
- 70% for the fifth six months of apprenticeship
- 75% for the sixth six months of apprenticeship
- 80% for the seventh six months of apprenticeship
- 85% for the eighth six months of apprenticeship.

Journeyman Pipe Fitters and Apprentices

STEAM, REFRIGERATION AND GENERAL PIPE FITTERS
OF WASHINGTON, D. C. AND VICINITY

Local Union No. 602

OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE UNITED STATES AND CANADA
809 MARYLAND AVENUE N.E. • WASHINGTON, D. C. 20002
TELEPHONE: (202) 544 6100 • FAX: (202) 546 1383
AFFILIATED WITH AFL-CIO



September, 1998

WILLIAM LAMM
BUSINESS MANAGER/
FINANCIAL SECRETARY

JOSEPH SAVIA
ASSISTANT
BUSINESS MANAGER

KENNETH COLBURN
ORGANIZER AND
BUSINESS
REPRESENTATIVE

WAYNE UPDIKE
BUSINESS AGENT

Dear Contractor:

Enclosed are the **wage and fringe rates** for Local #602, effective **October 1, 1998**. These rates will remain in effect until August 1, 1999. The wage rate will increase by \$1.25 per hour on both August 1, 1999 and August 1, 2000. You will be notified of these changes.

If you have any questions please do not hesitate to contact us or the local M. C. A. office.

Sincerely,

William C. Lamm
Business Manager/Financial Secretary Treasurer

CONSTRUCTION AGREEMENT

ARTICLE XXI

Wages, Fringes

104. The following is a breakdown of wages, contributions and deductions, effective October 1, 1998:

	Journeyman	1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 85%
Straight Time.....	24.24	10.86	13.28	15.71	18.13	20.60
Time & One-Halt.....	36.36	16.29	19.92	23.57	27.20	30.90
Double Time.....	48.48	21.72	26.56	31.42	36.26	41.20
Shift Work.....	27.88	12.49	15.27	18.07	20.85	23.69
Employer Contributions						
Medical Fund.....	2.99	2.99	2.99	2.99	2.99	2.99
Pension Fund.....	3.76	.25	.35	.45	.55	.76
Apprenticeship Fund.....	.30	.30	.30	.30	.30	.30
Industry Fund.....	.09	.09	.09	.09	.09	.09
Communication/ Productivity Fund.....	.04	.04	.04	.04	.04	.04
Total Package.....	31.42	14.53	17.05	19.58	22.10	27.78

1st year through 4th year Apprentice have .05cents per hour deducted from the wage percentage to go to pension.

SUPPLEMENTAL SERVICE AGREEMENT

ARTICLE IX

Wages, Fringes

31. The following is a breakdown of wages, contributions and deductions, effective October 1, 1998

	Journeyman	1st Year Apprentice 45%	2nd Year Apprentice 55%	3rd Year Apprentice 65%	4th Year Apprentice 75%	5th Year Apprentice 85%
Straight Time.....	24.24	10.86	13.28	15.71	18.13	20.60
Time & One-Half.....	36.36	16.29	19.92	23.57	27.20	30.90
Double Time.....	48.48	21.72	26.56	31.42	36.26	41.20
Shift Work.....	27.88	12.49	15.27	18.07	20.85	23.69
Employer						
Contributions						
Medical Fund.....	2.99	2.99	2.99	2.99	2.99	2.99
Pension Fund.....	3.76	.25	.35	.45	.55	3.26
Apprenticeship Fund.....	.30	.30	.30	.30	.30	.30
Industry Fund.....	.09	.09	.09	.09	.09	.09
Communication/ Productivity Fund.....	.04	.04	.04	.04	.04	.04
Total Package.....	31.42	14.53	17.05	19.58	22.10	27.78

RESIDENTIAL TRADESMAN

Straight Time.....	12.75
Time & One-Half.....	19.13
Double Time.....	25.50
Shift Work.....	14.66

Employer	
Contributions	
Medical Fund.....	2.99
Pension Fund.....	3.76
Apprenticeship Fund.....	.30
Industry Fund.....	.09
Communication/ Productivity Fund.....	.04
Total Package.....	19.93

Journeyman Pipe Fitters and Apprentices

STEAM, REFRIGERATION AND GENERAL PIPE FITTERS
OF WASHINGTON, D. C. AND VICINITY

Local Union No. 602

OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE UNITED STATES AND CANADA

809 MARYLAND AVENUE N.E. • WASHINGTON, D. C. 20002

TELEPHONE: (202) 544-6100 • FAX: (202) 546-1363

AFFILIATED WITH AFL-CIO



August 3, 1998

WILLIAM LAMM
BUSINESS MANAGER/
FINANCIAL SECRETARY

JOSEPH SAVIA
ASSISTANT
BUSINESS MANAGER

KENNETH COLBURN
ORGANIZER AND
BUSINESS
REPRESENTATIVE

WAYNE UPDIKE
BUSINESS AGENT

Dear Independent Contractor:

New contract negotiations have been completed. Steamfitters Local #602 and the D.C.M.C.A. have reached agreement on a three year contract beginning August 1, 1998 through July 31, 2001.

Attached is a copy of the change in the last agreement. A full copy of the agreement will be distributed upon completion of printing. The Journeyman wage rate will increase by \$1.25 per hour effective August 1, 1998. Fringe distribution will be decided at a later date.

Sincerely,

William C. Lamm
Business Manager/Financial Secretary Treasurer

CONTRACT BETWEEN LOCAL # 602 AND THE M. C. A.
THIS IS A THREE YEAR CONTRACT BEGINNING 8/1/98

Apprentice wage rates effective August 1, 1998

Ist. year apprentice

45% of the journeyman wage rate, minus .05 per hour additional to the pension fd. (+ 5%)

Second year apprentice

55% of the journeyman wage rate, minus .05 per hour additional to the pension fd. (+ 5%)

Third year apprentice

65% of the journeyman wage rate, minus .05 per hour additional to the pension fd. (+ 5%)

Fourth year apprentice

75% of the journeyman wage rate, minus .05 per hour additional to the pension fd. (remains same)

Fifth year apprentice

Starting with the new fifth year apprentices 1998--1999, the rate will remain at 85% with full fringes.

Starting with the year 2000 fifth year apprentices the rate will change to 80% of the journeyman wage rate and full fringes.

Journeyman wage rates

8/1/98 ----- 1.25 per hour

8/1/99 ----- 1.25 per hour

8/1/2000 ----- 1.25 per hour

Supervisory rates (with completion of joint local #602 and M.C.A. training course)

minimum 2.00 per hour as per para. 107 of existing agreement para. 108, 2.25 per hour, para. 109 2.25 per hour + 2.00 per hour for sub foreman, para. 110 2.50 per hour + 2.25 per hour for sub foreman. All foreman rates are negotiable between contractor and worker.

Supervisory rates without joint training:

Para. 107 1.00 per hr., Para 108, 1.25 per hr., Para 109, 1.25 + 1.00 to sub foreman, Para 110, 1.50 + 1.25 to sub foreman. Again all foreman rates are negotiable between members and contractors.

Weather day

when a General Contractor closes a job or portion of a job for weather reasons only, that effect the mechanical sub contractor, this lost time can be made up on Saturday at the workers option for straight time.

Hard hats

The contractor will provide up to two hard hats to a worker. If lost by a worker the worker must provide any additional hard hats. This does not include damage incurred on job sites or theft from contractors tool lock up.

Service Agreement

Residential Tradesman wage rates will increase by .75 per hour for each year of the contract. Full journeyman fringes also apply. The allowable tonnage for residential tradesman included in Para. 16 sub Pra. (a) will be changed to read: Light commercial refrigeration or condition systems are defined as those serving a single business; the air conditioning systems shall not total more than (old agreement 7 1/2 tons) new agreement (15 tons). Sub Para. (b) residential is defined as single homes, town homes, garden type apartments and multi story apartments with individual units not to exceed (5) tons. Sub Para. (c) Heat pumps are defined as package units not to exceed (5) tons. Split systems are excluded from this classification. Sub Para. (d) Any work done by journeyman prior to 2/1/77 will remain the work of the journeyman.

Helpers

per category, per year.

Year one 8/1/98 thru 7/31/99

1st category, .25 per hour 3rd category .45 per hour

2nd category, .25 per hour 4th category .55 per hour

Year two 8/1/99 thru 7/31/2000

1st category, .25 per hour 3rd category .45 per hour

2nd category, .25 per hour 4th category .55 per hour

Year three 8/1/2000 thru 7/31/2001

1st category, .25 per hour 3rd category .45 per hour

2nd category, .25 per hour 4th category .55 per hour

Full medical and industry fund fringes only on all helpers.

All the other provisions of the last contract will remain as is.

A Steamfitter Retirement Savings Plan may be implemented after a Trust Document is formed. Defined Contribution Plan (Annuity)

LETTER OF ASSENT—A

557

In signing this letter of assent, the undersigned firm does hereby authorize the Washington, D.C.

Chapter, NECA as its collective bargaining representative for all matters contained in or

pertaining to the current and any subsequent approved Inside labor agreement between

the Washington, D.C. Chapter, NECA and Local Union 26

IBEW. In doing so, the undersigned firm agrees to comply with, and be bound by, all of the terms and conditions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the

current approved labor agreement, shall become effective on the 15 day of August, 1991. It shall remain

in effect until terminated by the undersigned employer giving written notice to the Washington, D.C. Chapter,

NECA (National Electrical Contractors Association) and to the Local Union at least one hundred fifty (150) days prior to the

then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NIRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

NAME OF FIRM

CHARLES B. SMITH SERVICE CO., INC.

(type or print)

* Federal Employer Identification No. 54-1440873

SIGNED FOR THE EMPLOYER

BY [Signature]

(original signature)

NAME Tegwyn E. Honey

(Type or Print)

TITLE Vice President

DATE August 15, 1991

SIGNED FOR THE UNION 26 IBEW

BY [Signature]

(original signature)

NAME John P. Widenor, Jr.

(Type or Print)

TITLE Business Manager

DATE August 15, 1991

INSTRUCTIONS

NAME OF CHAPTER OR ASSOCIATION
Insert full name of NECA Chapter or Contractors Association involved.

TYPE OF AGREEMENT
Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

LOCAL UNION
a) Union Number.
E DATE
that the assent for this employer becomes effective. Do not insert date unless that is to be the effective date of this Assent.

EMPLOYER'S NAME
Print or type Company name.

FEDERAL EMPLOYER IDENTIFICATION NO.
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

SIGNATURES
SIGNER'S NAME
Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures—not retouched—of a Company representative as well as a Local Union officer.

OF FOUR COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING.
These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pack enough copies of the Assent form and complete the form. The copies will form four separate copies. *ATTENTION: do not write on pre-filled items. Areas of blank labels will be pre-filled.



LOCAL 26 IBEW
 CHARTERED 1892
 AFL-CIO

F. J. OLSHEFSKI, President
 J. E. HANNON, Financial Secretary
 F. E. LADDUSH, JR., Recording Secretary
 C. H. SATTERFIELD, Business Manager

The revised Agreement of Local Union No. 26, IBEW and the Washington, D.C. Chapter, NECA indicates that the following pay scale will be in effect June 2, 1997, through May 31, 2000:

Journeyman's Negotiated Wage Rate

Effective Date	Wash., D.C. Metro Zone	Shenandoah Zone
June 2, 1997	\$24.50	\$18.19
Nov. 3, 1997	24.85	18.44
June 1, 1998	25.30	18.74
Nov. 2, 1998	25.65	18.99
June 7, 1999	26.10	19.34
Nov. 1, 1999	26.60	19.69

 Hazardous Work Pay - \$2.00/hr.

Welder - \$.50/hr.

Benefits

Pension Fund	\$.80/hr.	6/1/98 - \$.85/hr.; 6/7/99 - \$1.00/hr.
Health & Welfare	\$1.61/hr.	11/3/97 - \$1.80/hr.; 11/2/98 - \$2.00/hr.
JATC	\$.15/hr.	11/3/97 - \$.16/hr.; 11/2/98 - \$.17/hr.
Benefit Fund	3%	
IAP	\$1.70/hr.	
Local LMCC	\$.05/hr. worked	(150,000/hr. cap per calendar yr.)
National LMCC	\$.01/hr. worked	(150,000/hr. cap per calendar yr.)

Foreman Rates

- Foreman I - Supervising 3-5 workers, \$.50 over scale
- Foreman II - Supervising 6-8 workers, \$1.00 over scale
- Foreman III - Supervising 9-12 workers, \$2.00 over scale
- Foreman IV - Supervising 13-24 workers, \$3.00 over scale
- General Foreman - Supervising 25 or more workers, \$3.50 over scale

(See attached sheet for Apprentice & Trainee wage rates)



METROPOLITAN ZONE

<u>Class and %</u>	<u>6/2/97</u>	<u>11/3/97</u>	<u>6/1/98</u>	<u>11/2/98</u>	<u>6/7/99</u>	<u>11/1/99</u>
6th - 80%	\$19.60	\$19.88	\$20.24	\$20.52	\$20.88	21.28
5th - 70%	17.15	17.40	17.71	17.96	18.27	18.62
4th - 60%	14.70	14.91	15.18	15.39	15.66	15.96
3rd - 50%	12.25	12.43	12.65	12.83	13.05	13.30
2nd - 45%	11.03	11.18	11.39	11.54	11.75	11.97
1st - 40%	9.80	9.94	10.12	10.26	10.44	10.64

SHELANDOAH ZONE

<u>Class and %</u>	<u>6/2/97</u>	<u>11/3/97</u>	<u>6/1/98</u>	<u>11/2/98</u>	<u>6/7/99</u>	<u>11/1/99</u>
6th - 80%	\$14.55	\$14.75	\$14.99	\$15.19	\$15.47	\$15.75
5th - 70%	12.73	12.91	13.12	13.29	13.54	13.78
4th - 60%	10.91	11.06	11.24	11.39	11.60	11.81
3rd - 50%	9.10	9.22	9.37	9.50	9.67	9.85
2nd - 45%	8.19	8.30	8.43	8.55	8.70	8.86
1st - 40%	7.28	7.38	7.50	7.60	7.74	7.88

Benefits

- Pension Fund \$.20/hr. (all classifications except 1st and 2nd period, and Advanced Trainee)
- Health & Welfare \$1.61/hr.--increases same as AJ
- JATC \$.15/hr.--increases same as AJ (all classifications except 1st and 2nd period)
- Benefit Fund 3%
- IAP \$.30/hr. (all classifications except 1st and 2nd period)
- Local LMCC \$.05/hr. worked (150,000/hr. cap per calendar yr.)
- National LMCC \$.01/hr. worked (150,000/hr. cap per calendar yr.)

Trainee Wage Rates

- 0 to 6 mos. 30% of Journeyman Rate
- 6 mos. to 1 yr. 35% of Journeyman Rate
- Over 1 year 40% of Journeyman Rate

Advanced Trainee Rates

- Current 70% of Journeyman Rate
75% of Journeyman Rate
- New Hire 65% of Journeyman Rate
70% of Journeyman Rate

Advanced Trainee Add'l. Benefits

- Pension \$.80/hr.
(increases same as AJ)

CRAFTSMANSHIP WITH PRIDE SERVING THE METROPOLITAN AREA

PERSONNEL QUALIFICATIONS

Qualifications of Project Manager - The project manager responsible for the management and scheduling of work to be performed under this contract shall possess a minimum of seven (7) years of recent experience in management and supervision of mechanical systems/operations for buildings and equipment similar to the buildings and equipment covered by this contract. A detailed resume of the qualifications and work experience, including employer's name and address, for the project manager proposed for this contract, along with names and phone numbers of previous immediate supervisors, must be submitted for approval to the contracting officer. (CDRL A006) The government reserves the right to reject any person whose qualifications, in the government's evaluation, fail to meet the criteria specified. The decision of the contracting officer shall be final. Prior to assignment of any replacement project manager, approval of the contracting officer is required.

Qualifications of Craftsmen – At any given time, at least 50% of the on-site personnel must be licensed journeymen in their trade. Licenses must be current and a copy shall be made available for inspection by the contracting officer or designated representative upon demand. In addition, all HVAC mechanics, steam fitters, or others involved in work on mechanical equipment must be certified in Ozone Depleting Substances (ODSs) recovery and reclamation. Proof of such ODS or CFC certification must also be provided to the contracting officer or COR upon demand. Failure to provide such licenses or certifications as provided by this paragraph shall be cause for employees being determined unqualified, and thus required to be removed from the site. Employees determined to be unqualified shall be immediately replaced as discussed in the Technical Proposal paragraphs of Section L "Instruction, Conditions, and Notices", of this contract. (CDRL A007)

Qualification of Craftsmen for Specialized Services/Equipment – Contractor personnel or sub-contractors working on specialized equipment and/or electronic/pneumatic control systems shall be factory certified to repair, adjust and operate the components of the system. Types of equipment/systems include but are not limited to centrifugal chillers, variable speed frequency drives, DDC/EMCS systems and components.

**PMI FREQUENCY PERFORMANCE CHECKLIST
 AIR HANDLING UNITS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1. Check air handler for proper operation, adjust all controls and time clocks.				X		\$20
2. Check the fan discharge temperature, adjust for proper set point.				X		\$20
3. Replace disposable filters. Clean reusable filters.				X		\$50
4. Check motors for excessive noise and overheating, lubricate as required.				X		\$50
5. Inspect belts and sheaves for proper tension and alignment; adjust or replace as required.				X		\$50
6. Fill out maintenance record and report.				X		\$20
7. Inspect all electrical terminals, connections and contactors; clean and tighten as required.				X		\$20
8. Clean fan assembly. Inspect fan and shaft for proper alignment. Lubricate bearings as required.				X		\$50
9. Inspect and clean the coils; straighten fins as required.				X		\$50
10. Clean drain pans and drain lines. Inspect for leaks.				X		\$50
11. Inspect coil piping and valves for leaks; tighten all connections as required.				X		\$20
12. Check for proper water flow, temperature, and pressures through the coil. Make adjustments as required. Verify accuracy of gauges						\$20
13. Check for, on direct expansion systems, frosting or icing of coil.				X		\$20
14. Check dampers and damper motors for proper operation, adjust and lubricate as required.				X		\$20
15. Inspect and clean humidifier; remove lime deposits and ensure flow is not clogged or restricted				X		\$50
16. Check and clean strainers, steam traps and hand valves.				X		\$50
17. Clean and flush the water side of water cooling/heating coils. Ensure proper flow.				X		\$50
18. Check all thermostats, pneumatic and electronic controls for proper operation.				X		\$20
19. Check inlet vane linkage, set screws and vane adjustment for proper tightness, operation and alignment.				X		\$20
20. Clean interior and external surfaces of the plenum chamber, including dampers, grilles, louvers and outside air intake screen.				X		\$20
21. Inspect plenum chamber, supply, return air ducts, branch duct, mixing boxes, vav boxes, access openings, doors and dampers for air leaks, broken, ripped or torn insulation.				X		\$20
22. Check for damage to tie wires, binding bands, loose or broken connections, brackets, hangers and supports.				X		\$20
23. Check for improper level of equipment and defective sound cushion isolators and vibration absorbers.				X		\$20
24. Check for proper operation of all movable parts such as, dampers, louvers, and vanes in relation to the controlling device.				X		\$20
25. Check air handler unit systems for proper cfm air flow.				X		\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 CHILLER SYSTEMS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1. Check unit for proper operation, excessive noise or vibration.	X					\$20
2. Run system diagnostics test per manufacturer's requirements.			X			\$50
3. Check oil level in sight glass of compressor, add oil as necessary.			X			\$20
4. Check liquid line sight glass, oil and refrigerant pressures. Verify gauge accuracy.	X					\$20
5. Fill out maintenance record and report.	X					\$20
6. Check and adjust controls, limits and safeties. Ensure all interlock equipment is operating properly.			X			\$20
7. Install manifold gauges and check for correct operating pressures. Check pump down cycle, and adjust unloaders.			X			\$50
8. Check contactors, sensors and mechanical safety limits. Clean and adjust as necessary			X			\$20
9. Check electrical wiring and connections; tighten loose connections.			X			\$20
10. Check all pneumatic and electric controls for proper operation. Ensure supply operating pressures and voltage are correct.			X			\$20
11. Adjust and lubricate vane control linkage bearings, ball joints, and pivot points.			X			\$20
12. Check guide vane drive for proper operation.			X			\$20
13. Check all pumps, valves and piping for leaks. Tighten connections as necessary			X			\$20
14. Clean chiller and surrounding area.			X			\$20
15. Clean strainers. Drain condenser water system; remove condenser heads, punch tubes and flush. Replace heads with new gasket material. Ensure proper water flow.			X			\$50
16. Check sureness of guards, doors, and panels. Properly secure as req'd.			X			\$20
17. Perform acid test and meg compressor motor. Change oil and refrigerant filter drier as required.			X			\$100
18. Remove rust and corrosion and paint all surfaces.			X			\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 CENTRIFUGAL CHILLERS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1. Check operation of switch gear/starter/contact points. Check motor overloads (heaters) for wear and damage.					X	\$20
2. Inspect and test and electrical interlocks. Ensure all electrical connections are tight.					X	\$20
3. Meg compressor, oil pump motor and all other motors except fractional horsepower.					X	\$50
4. Check operating amperage and voltage of all motors, and record.					X	\$20
5. Calibrate and adjust electronic control module for proper operation.					X	\$50
6. Check, calibrate and adjust all controls, switches, timers, limits and safeties.					X	\$50
7. Perform complete operational test and record results on the machine log sheet.					X	\$50
8. Take oil sample and have laboratory analyze. Change oil, oil filter, drier cores, refrigerant filter and volute drain filter.					X	\$100
9. Check magnetic plug for metallic particles.					X	\$20
10. Isolate cooler; remove cooler heads and clean scale and debris from the heads and punch tubes. Replace heads with new gasket material.					X	\$100
11. Drain condenser water system; remove condenser heads, punch tubes and flush. Replace heads with new gasket material. Check for proper water flow.					X	\$100
12. Inspect and clean the heat recovery system heads and the tubes.					X	\$20
13. Inspect and clean purge unit. Thoroughly clean purge refrigerant float chamber and float valve. Replace strainer element in the orifice-strainer assembly.					X	\$100
14. Examine float valve plunger; replace plunger and seat assembly as required. Install new o-rings.					X	\$50
15. Check all valves for proper operation. Repack and repair as needed.					X	\$50
16. Perform leak check on refrigeration system. Check capillary tubes for wear, damage, and leaks.					X	\$50
17. Check sureness of guards, doors, and panels. Check all mounting points for secureness. Tighten all flange nuts and bolts as required.					X	\$20
18. Inspect machine exterior piping, structural elements etc. for corrosion and rust. Prime and paint as needed.					X	\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 PACKAGE UNITS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1. Check unit operation during operation, record oil and refrigerant levels and pressures.				X		\$20
2. Check operation of dampers and damper motors, and lubricate as required.				X		\$20
3. Clean coils, drip pans and blower assembly. Inspect for damage and corrosion.			X			\$20
4. Inspect all electrical connections and terminals for tightness and frayed wiring. Repair as required.				X		\$20
5. Inspect motor for excessive noise and heat.				X		\$20
6. Lubricate shafts, motors and fan bearings.				X		\$20
7. Check belts for wear, proper tension and alignment, adjust or replace as needed.				X		\$20
8. Inspect piping and valves for leaks, tighten all loose connections..				X		\$20
9. Calibrate all controls, check safeties and limits for proper balance.				X		\$20
10. Inspect fan blades and shaft for proper balance.				X		\$20
11. Complete maintenance record and report.				X		\$10
12. Clean area around unit.				X		\$10
13. Pump down unit, turn power off, replace drier cores and filters per unit requirements.				X		\$50
14. Install manifold gauges and check for correct operating pressures, verify systems gauges. Check pump down cycle, and adjust unloaders.				X		\$20
15. Perform acid test and meg compressor motor. Change oil and refrigerant filter drier as required.*				X		\$50
16. Clean, prime, and paint areas of corrosion.				X		\$20

* FOR RECIPROCATING COMPRESSORS ONLY

**PMI FREQUENCY PERFORMANCE CHECKLIST
 DX/SPLIT/HEAT PUMPS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1. Check unit conditions during operation, record oil and refrigerant levels and pressures.					X	\$20
2. Check operation of dampers and damper motors, and lubricate as required.					X	\$20
3. Clean coils, drip pan and blower assemblies. Inspect for damage and corrosion.					X	\$20
4. Inspect all electrical connections and terminals for tightness and frayed wiring. Repair as required.					X	\$20
5. Inspect motor for excessive noise and heat.					X	\$20
6. Lubricate shafts, motors and fan bearings.					X	\$50
7. Check belts for wear, proper tension and alignment, adjust or replace as needed.					X	\$50
8. Inspect piping, compressor and valves for leaks, repair and/or tighten all loose connections.					X	\$20
9. Calibrate all controls, check safeties and limits for proper operation.					X	\$50
10. Inspect fan blades and shaft for proper balance.					X	\$20
11. Complete maintenance record and report.					X	\$20
12. Clean area around units(Condensor and AHU).					X	\$20
13. Check operation of reversing valve (Heat Pump units only).					X	\$20
14. Clean, prime, and paint areas of corrosion.					X	\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 WATER COOLING TOWER SYSTEMS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1 Inspect electrical connections and terminals for tightness and frayed wiring. Repair as required.					X	\$20
2 Inspect contactors, relays, operating/safety controls and pan heaters.					X	\$20
3 Inspect motors for excessive noise and heat, lubricate shaft and motor bearings.					X	\$50
4 Inspect blower wheels and fan blades for bent or unbalanced blades. Repair as required.					X	\$20
5 Check belts and pulleys for wear, proper tension and alignment, adjust and/or replace as needed.					X	\$50
6 Check and clean strainers and spray nozzles.					X	\$20
7 Inspect and clean float assembly, bleed, overflow and drain for proper operation.					X	\$50
8 Inspect piping and valves for leaks, tighten and/or repair as required.					X	\$20
9 Check damper motors and butterfly valves for proper operation. Make adjustment as required.					X	\$50
10 Perform operational check. Adjust controls as required.					X	\$50
11 Remove all debris from within and around unit flush as required.					X	\$50
12 Clean area around unit.					X	\$50
13 Fill out maintenance record and report.					X	\$20
14 Acid clean system, remove all scale and foreign matter. Flush system, removing residual acids.					X	\$50
15 Change oil in gear reducer assembly as per manufacturer's recommendations.					X	\$50
16 Clean prime and paint area of corrosion.					X	\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 FAN COIL UNITS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1 Check unit operating conditions.			X			\$20
2 Replace filter, ensure panels are reinstalled properly.			X			\$50
3 Check operation of 3 way valve and thermostat. Throttle valve to correct position.			X			\$20
4 Fill out maintenance record and report.			X			\$20
5 Clean grills, coil, fan and unit interior.				X		\$20
6 Check and clean drain lines and drain pan.				X		\$20
7 Lubricate fan and motor bearings per manufacturer's recommendations.				X		\$20
8 Clean and check fan blades/blower wheel for proper balance, straighten and adjust as required.				X		\$20
9 Check and clean strainers. Check hand valves. Ensure proper water flow through coil.		X				\$50
10 Inspect electrical connections and terminals for tightness and frayed wiring. Repair as required. Check operations of fan motor speeds and control.				X		\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 EXHAUST FANS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1 Check unit operating conditions. Check for proper rpms.				X		\$20
2 Inspect electrical connections and terminals for tightness and frayed wiring, Repair as required.				X		\$20
3 Lubricate motor bearings per manufacturer's recommendations.				X		\$50
4 Clean and check fan blade for proper balance, straighten and adjust as required.				X		\$20
5 Check for proper operation of automatic and manual controls.				X		\$20
6 Secure fan housing and guards, replace missing nuts, bolts and screws.				X		\$20
7 Clean, prime and paint areas of corrosion.				X		\$20
8 Fill out maintenance record and report.				X		\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 HOT WATER, CHILLED WATER AND CONDENSER PUMPS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1 Check motor operating conditions.				X		\$20
2 Inspect electrical connections and terminals for tightness and frayed wiring. Repair as required.				X		\$20
3 Check and clean strainers. Check hand valve operation.				X		\$50
4 Lubricate motor and pump bearings per manufacturer's recommendations.				X		\$20
5 Visually check pump alignment and coupling. Adjust as required.				X		\$20
6 Inspect mechanical seals or packing for leaks. Replace or adjust as required.				X		\$20
7 Check suction and discharge pressures. Verify gauges for accuracy.				X		\$20
8 Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required.)				X		\$20
9 Clean all external surfaces.				X		\$20
10 Fill out maintenance record and report.				X		\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 AIR COMPRESSORS AND AIR DRYERS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
<u>Air Compressor</u>						
1 Drain tank and check traps. Check operation of automatic drain.					X	\$50
2 Check motor operating conditions and lubricate as required.					X	\$50
3 Check high pressure safety valve.					X	\$20
4 Change oil and check oil pressure.					X	\$50
5 Change belt and sheaves, change as required.					X	\$50
6 Change suction filter as required.					X	\$50
7 Check operation of PE switch, starter and alternator.					X	\$20
<u>Refrigerated Air Dryer</u>						
1 Clean condenser and cover grills.					X	\$20
2 Check refrigerant pressure and temperature.					X	\$20
<u>Pressure Reducing Station</u>						
1 Check pressure reducing valve settings.					X	\$20
2 Change particle filter and oil filter.					X	\$50
3 Check low pressure safety valve.					X	\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 WATER TREATMENT FOR YEAR ROUND AND
 SEASONAL COOLING TOWERS**

	FREQUENCY					LIQUIDATED DAMAGE
	W	M	Q	S	A	
1. Chemically test the system water for proper bleed rate and treatment levels. Make adjustment to maintain required levels.					X	\$50
2. Visually inspect the open portions of the system for evidence of corrosion, scale or slime and algae growth.					X	\$20
3. Provide a written report of the test and inspection results including recommendations.					X	\$20
4. Slug feed biocide and antiform to control slime and algae growth.					X	\$50
5. Operate all chemical bleed and feed equipment to ensure proper operation.					X	\$50

**PMI FREQUENCY PERFORMANCE CHECKLIST
 ENERGY MANAGEMENT CONTROL SYSTEMS
 HARDWARE EQUIPMENT AND SOFTWARE PROGRAMS**

FREQUENCY LIQUIDATED
 W M Q S A DAMAGE

SCU, STAND-ALONE COMPUTER UNIT

1	Visually inspect SCU and observe operation functions.		X				\$20
2	Clean interior/exterior cabinet components and cabinet.		X				\$20
3	Check Diagnostic Led's Fuses, and Surge transient protection devices for proper operation.		X				\$20
4	Check for proper operation of Board seating, function card and line card. Check cab 14 ng for pinching, tears, breaks and/or loose connections. Ensure all wiring terminations are properly secure.		X				\$20
5	Check for proper incoming A/C power and DC power supplies.		X				\$20
6	Clean and check clock, reset as required.		X				\$20
7	Check unit fans for proper operations. Clean fans and guards, remove dust, dirt and debris.		X				\$20
8	Perform complete SCU integrity test and system wide functional test through random point checks, commands and selective disabling.		X				\$20
9	Provide backup of the SCU systems software database files and programs.		X				\$20
10	Check battery charging system for proper operation. Replace battery and reset as required.		X				\$20

PERSONAL COMPUTERS

1	Visually inspect PC and observe operation' functions.		X				\$20
2	Clean interior/exterior cabinet components and cabinet.		X				\$50
3	Clean keyboard and check operation functions.		X				\$20
4	Check diagnostic Led's fuses, surge transient protection devices.		X				\$20
5	Check for proper incoming A/C voltage power and DC power supply. Check all cabling and wiring for defects or hazards, ensure that all cable and wiring terminations are secure.		X				\$20
6	Check fan(s) for proper operation, clean the fan and guard assemblies.		X				\$20
7	Clean and check clock, reset as required.		X				\$20
8	Perform complete system operation functional testing.		X				\$20
9	Provide backup of the PC software graphics database files and programs.		X				\$50
10	Check battery charging system for proper operation. Replace battery and reset as required.		X				\$20

MODEM, DIAL UP, AUTO DIAL AND LINE DRIVER

1.	Visually inspect modem, check all connections and cabling. Tighten as required.		X				\$20
2.	Clean the modem's exterior.		X				\$20
3.	Perform complete integrity and function operation test to ensure modem system operates within design parameters		X				\$20

PRINTERS

1.	Clean interior/exterior cabinet, printer head paper feed system, head guide system, and key board.		X				\$20
2.	Check and tighten all connections and cabling.		X				\$20
3.	Replace the existing printer ribbon. Provide new ribbon.		X				\$20
4.	Perform complete functional operational test and check the quality of the printed material and make adjustments as required.		X				\$20

**PMI FREQUENCY PERFORMANCE CHECKLIST
 ENERGY MANAGEMENT CONTROL SYSTEMS
 HARDWARE EQUIPMENT AND SOFTWARE PROGRAMS**

FREQUENCY LIQUIDATED
 W M Q S A DAMAGE

MONITOR, CRT:

- | | | |
|--|---|------|
| 1. Clean exterior cabinet and screen. | X | \$20 |
| 2. Deguass picture tube & adjust screen controls to provide clear clean picture. | X | \$20 |

CONTROL DEVICES

- | | | |
|--|---|------|
| 1 Check for proper operation of air flow switches. | X | \$50 |
| 2 Check for operation of Liquid Differential Pressure Switches. Check for leaks from diaphragm or piping. | X | \$50 |
| 3 Temperature, Duct/Room thermistor; visually inspect for defects and clean as required. Verify accuracy of sensors. | X | \$20 |
| 4 Outside Air RH XMTR 4-20 MA; clean and inspect for damage. Verify accuracy of sensor. | X | \$50 |
| 5 Outside Air RTD, Platinum; clean and inspect for damage. Verify accuracy of the control device. | X | \$50 |
| 6 Duct/Room Relative Humidity; 4-20 MA, clean and inspect for damage. Verify accuracy of the control device. | X | \$50 |
| 7 Electronic Actuators; clean and check for proper functional operation of each device. | X | \$50 |
| 8 Fill out maintenance reports/records. | X | \$20 |

**PMI FREQUENCY PERFORMANCE CHECKLIST
 HOT WATER BOILERS**

FREQUENCY LIQUIDATED
 W M Q S A DAMAGE

- | | | |
|---|---|------|
| 1 Check system for proper operation. | X | \$20 |
| 2 Visually inspect boiler pressure vessel for possible leaks. | X | \$20 |
| 3 Check fuel piping for leaks and proper support. | X | \$20 |
| 4 Inspect fireside of boiler for defects. | X | \$20 |
| 5 Fill out maintenance record and report. | X | \$20 |
| 6 Check burner sequence of operation and combustion air equipment. | X | \$50 |
| 7 Inspect, clean and lubricate the burner and combustion control equipment. | X | \$50 |
| 8 Test low water cut-off and pressure relief valve. | X | \$50 |
| 9 Check operating and safety controls. | X | \$50 |
| 10 Inspect firebrick and refractory for defects. Patch and coat as required. | X | \$50 |
| 11 Disassemble, inspect and clean low water cutoff. | X | \$50 |
| 12 Check hand valves and automatic feed equipment. Repack and adjust as required. | X | \$50 |
| 13 Clean external surfaces and around the equipment. | X | \$20 |

ATTACHMENT 6

Primary Governing Directives/Standards:

- a. The contractor shall comply with the applicable portions of the following:
- NAVFAC MO-114 Building Maintenance; Plumbing, Heating and Ventilating
 - NAVFAC MO-115 Building Maintenance; Air Conditioning and Refrigeration
 - NAVFAC MO-206 Operations and Maintenance of Air Compressor Plants
 - NAVFAC MO-321 Maintenance Management of Shore Facilities
 - NAVFAC MO-322 Inspection of Shore Facilities
 - OPNAVINST 6240.3 Navy Environmental Protection Manual
 - NRLINST 5100.13A NRL Safety & Occupational Health Manual
 - EM 385-1-1 US Army Corps. of Engineers, Safety and Health Requirements Manual

LIQUIDATED DAMAGES

1. Statement of Work, paragraph 3.7 - **Updated Monthly Data Files** - Liquidated damages shall be assessed at the rate of \$500/month for each month that updated data files are not submitted timely. The data files shall be submitted no later than the 10th of the month following the month of update.
2. Statement of Work, paragraph 3.8 – **Equipment Warranties** – Liquidated damages shall be assessed at the rate of \$50/warranty not provide within the specified time. Warranties for each new piece of equipment shall be provided within 45 days of installation of the equipment.
3. Statement of Work, paragraph 10.1 – **Routine Service Calls** - Liquidated damages shall be assessed at the rate of \$50 per day/service call that extends beyond (5) days for completion, not to exceed a maximum of \$500 in liquidated damages being assessed for any individual service call.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING SER: a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED NONE	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER	X	a. ORIGINAL (Complete date in all cases)			Date (YYMMDD)
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	Revision No.	Date (YYMMDD)	
X c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete Item 5 in all cases)		Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A		
8. ACTUAL PERFORMANCE					
a. LOCATION N/A		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Services as required to operate and maintain air conditioning/heating equipment at Naval Research Laboratory, Washington, DC.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	b. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:		X	e. PERFORM SERVICES ONLY	X	
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
REIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify)		
k. OTHER (Specify)					

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct
 Through (Specify):

Commanding Officer, Naval Research Laboratory, Washington, DC 20375-5320, Code 3520.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement work. However, prior to award of contract, the successful contractor will be required to have a SECRET facility clearance, and personnel available with DoD granted personnel security clearances commensurate with level of access required for performance of contract.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes
 No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes
 No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL TINA SMALLWOOD	b. TITLE Contracting Officer, Security	c. TELEPHONE (Include Area Code) 202-767-2240/2521
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d. ADDRESS (Include Zip Code)
 Naval Research Laboratory
 Washington, DC 20375-5320

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY 1221.11, 3520, 3502

e. SIGNATURE
