

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

1. REQUISITION NUMBER 61-0628-04	PAGE 1 OF 20
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER N00173-05-R-TB01
6. SOLICITATION ISSUE DATE 05/25/2005	

7. FOR SOLICITATION INFORMATION CALL:  a. NAME John Booros, Code 3220.TB	b. TELEPHONE NUMBER (No collect calls) (202) 767-2120	8. OFFER DUE DATE/ LOCAL TIME 06/24/05 4:00 pm
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9. ISSUED BY Contracting Officer Code 3220.TB Naval Research Laboratory 4555 Overlook Ave., SW Washington, DC 20375-5000	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD: \$10,500,000	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
		13b. RATING DO-C9	
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO Naval Research Laboratory-USS EX Shadwell US Coast Guard Group, South Broad Street Mobile AL 36615-1384	16. ADMINISTERED BY
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17a. CONTRACTOR/OFFEROR	18a. PAYMENT WILL BE MADE BY
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 2				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
27b. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

1. CONTINUATION OF THE SF 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

A. Blocks 19 - 24 are completed as follows:

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
	Base Effort				
0001	The Contractor shall provide Security Guard Services at the USS Ex Shadwell, Mobile AL., in accordance with Attachment No.1 – Performance Based Work Statement (PBWS). (12 months is equal to 8,760 hours.)	12	MO	\$	\$
0001AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	100	HR	\$	\$
	Schedule Of Indefinite Quantity Work				Not to Exceed
0002	The Contractor shall provide additional Security Guard Services at the USS Ex Shadwell, Mobile AL., As set forth in Attachment No. 1 - PBWS on an as-needed basis at the same hourly rate as in CLIN 0001.	1	LO	\$5,000	\$5,000
SUB-TOTAL CLINS 0001 – 0002 \$ _____					
	Option 1				
0003	The Contractor shall provide Security Guard Services at the USS Ex Shadwell, Mobile AL.,	12	MO	\$	\$

in accordance with Attachment No.1
 – Performance Based Work
 Statement (PBWS). (12 months is
 equal to 8,760 hours.)

0003AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	100	HR	\$	\$
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Schedule Of Indefinite Quantity Work

Not to Exceed

0004	The Contractor shall provide additional Security Guard Services at the USS Ex Shadwell, Mobile AL., As set forth in Attachment No. 1 - PBWS on an as-needed basis at the same hourly rate as in CLIN 0003.	1	LO	\$	\$
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SUB-TOTAL CLINS 0003 – 0004 \$ _____

Option 2

0005	The Contractor shall provide Security Guard Services at the USS Ex Shadwell, Mobile AL., in accordance with Attachment No.1 – Performance Based Work Statement (PBWS). (12 months is equal to 8,760 hours.)	12	MO	\$	\$
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0005AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	100	HR	\$	\$
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Schedule Of Indefinite Quantity Work

Not to Exceed

0006	The Contractor shall provide additional Security Guard Services at the USS Ex Shadwell, Mobile AL., As set forth in Attachment No. 1 - PBWS on an as-needed basis at the same hourly rate as in CLIN 0005.	1	LO	\$	\$
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SUB-TOTAL CLINS 0005 – 0006 \$ _____

Option 3

0007	The Contractor shall provide Security Guard Services at the USS Ex Shadwell, Mobile AL., in accordance with Attachment No.1 – Performance Based Work Statement (PBWS). (12 months is equal to 8,760 hours.)	12	MO	\$	\$
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0007AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	100	HR	\$	\$
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Schedule Of Indefinite Quantity Work

Not to Exceed

0008	The Contractor shall provide additional Security Guard Services at the USS Ex Shadwell, Mobile AL., As set forth in Attachment No. 1 - PBWS on an as-needed basis at the same hourly rate as in CLIN 0007.	1	LO	\$	\$
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SUB-TOTAL CLINS 0007 – 0008 \$ _____

Option 4

0009	The Contractor shall provide Security Guard Services at the USS Ex Shadwell, Mobile AL., in accordance with Attachment No.1 – Performance Based Work Statement (PBWS). (12 months is equal to 8,760 hours.)	12	MO	\$	\$
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0009AA	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	100	HR	\$	\$
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Schedule Of Indefinite Quantity Work

Not to Exceed

0010	The Contractor shall provide additional Security Guard Services at the USS Ex Shadwell, Mobile AL., As set forth in Attachment No. 1 - PBWS on an as-needed basis at the same hourly rate as in CLIN 0008.	1	LO	\$	\$
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SUB-TOTAL CLINS 0009 – 0010 \$ _____

B. Block 25 is completed as shown on Attachment (7).

2. ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003)

A. REQUIRED DELIVERY OR PERIOD OF PERFORMANCE

The period of performance shall be as follows:

Basic Effort - from Date of Contract award through 12 months

Option 1 (if exercised) - from date of exercise of the option (if exercised) through 12 months

Option 2 (if exercised) - from date of exercise of the option (if exercised) through 12 months

Option 3 (if exercised) - from date of exercise of the option (if exercised) through 12 months.

Option 4 (if exercised) - from date of exercise of the option (if exercised) through 12 months

B. AUTHORIZED GOVERNMENT REPRESENTATIVES

Authorized Government Representative (AGR) for Inspection and Acceptance- * ,Code *
,Telephone number * .

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email safety@nrl.navy.mil

*(To be filled in at time of award)

C. 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 30 July 2004, which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

D. GOVERNMENT FURNISHED PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the Naval Research Laboratory or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for the responsibility and accountability purposes.

Government property (to include telephones and computers) shall be used for official Government business only in the performance of this contract. Government property shall not be used in any manner for any personal advantage, business, gain, or other personal endeavor by the Contractor or the Contractor's employees.

The Government shall provide the contractor the following facilities and equipment :

- Radio equipment. A radio for quarterdeck of ex-USS SHADWELL and portable radio for the guards to utilize when they are required to be away from the quarterdeck.
- Use of lavatory and cooking facilities

E. EXERCISE OF OPTIONS

This contract is for a one-year period with four options each of which would extend the contract period by one year. The contractor may earn extensions of the contract period to a maximum of five years on the basis of "Fully Successful" performance described herein. The decision to exercise the option for Line Item 0002 (corresponding to year 2) will be made without regard to the performance evaluation procedure described herein.

The decision the options for Line Items 0003, 0004, and 0005 (corresponding to years 3, 4 and 5) will be made on the basis of the contractor's evaluated performance during the preceding "Evaluation Period." The decision to exercise the option for year 3 will be based on the evaluated performance during the first evaluation period (the period from Date of Award (DOA) through 18 months after DOA). The decision to exercise the option for year 4 will be based on the evaluated performance during the second evaluation period (the period from 18 months after DOA through 30 months after DOA). The decision to exercise the option for year 5 will be based on the evaluated performance during the second evaluation period (the period from 30 months after DOA through 42 months after DOA).

The contractor's performance will be evaluated at the end of the specified evaluation periods if the contract remains in effect. If the contractor's performance during the first evaluation period is rated "Fully Successful," the contractor earns Year 3. If the contractor's performance during the second evaluation period is rated "Fully Successful," the contractor earns Year 4. If the contractor's performance during the third evaluation period is rated "Fully Successful," the contractor earns Year 5.

Evaluation of the contractor's performance will be made by the Authorized Government Representative (AGR) in accordance with the criteria stated in Attachment (3) to this contract. The evaluation will be completed at the end of the first, second and third evaluation period if the contract is in effect. The AGR will forward a written evaluation report to the Contracting Officer no later than 60 days after the end of the evaluation period. The decision to award the extension of the contract period will be made by the Contracting Officer. The decision will be provided to the contractor no later than 90 days after the end of the evaluation period. If the contractor is rated less than fully satisfactory, a copy of the written evaluation report will be provided to the contractor and the contractor afforded an opportunity to make comments. The contractor may request reconsideration of a decision by the Contracting officer to not award an extension. The Contracting Officer's decision will be final and not subject to dispute.

Notwithstanding a "Fully Successful" evaluation, no option to extend the period of the contract will be exercised unless it is determined that the Government has a continued need for the services and the prices of the optional services are fair and reasonable.

F. Remittance Address: *

*(to be determined at time of award)

G. CONTRACT CEILING PRICE FOR THE INDEFINITE QUANTITY WORK UNDER THIS CONTRACT

- (a) The amount of \$ * is presently available for payment and allotted to the Indefinite Quantity Work under 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 Schedule Of Indefinite Quantity Work is the Government's estimate of the price of the maximum labor required to perform the Indefinite Quantity Work under 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)

G-1. ADJUSTING PAYMENTS

a. Under the Inspection of Services clause of this contract, payments may be adjusted if services do not conform with contract requirements. Deductions will be made in accordance with the criteria contained in the Performance Requirements Summary, Attachment (5).

b. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 20th calendar day of the month following the performance period for which the deductions are being made. However, this does not preclude the Contracting Officer from taking deductions for prior deficiencies that were unknown to Government officials during normal or routine inspections.

c. The Contractor may, within 20 calendar days of receipt of the notification of the proposed deductions, present to the Contracting Officer or the designated representative specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 20-day period will be interpreted to mean that the contractor accepts the deductions proposed. If the contractor does not reply the deductions will be applied against the next invoice.

d. If the contractor does reply and questions the deductions a Contracting Officer's decision will be rendered prior to deductions being made in accordance with the Disputes Clause, FAR 52.233-1. Payments (except for the final payment) will not be delayed or withheld until disputes over proposed deductions are settled. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and subsequent payments under the contract will be adjusted accordingly.

H. DISCLOSURE PROVISIONS

Contractor personnel performing under the contract, including all road supervisors and agents and officers of the Contractor engaged in periodic on-site inspections of security force employees, shall not remove any document (including notes, stenographic notes, extra copies, partial or incorrect reproductions, carbon papers, carbon ribbon, photographs, transparencies, photo negative, microfilm, (microfilm, microfiche, etc.), magnetic tapes, magnetic disks, or any material of any document, form, or characteristic on which information may be recorded or image transferred, from any container, receptacle, working surface, space, or area without the expressed written authorization.

I. APPROPRIATE USE OF GOVERNMENT INFORMATION SYSTEMS

NRL's policy on the appropriate use of IS as set forth in NRL Instruction 5239.1A. NRL policy permits limited personal use of IS that does not interfere with the accomplishment of work. Users are expected to apply good judgment to ensure that any personal use is appropriate to a government workplace. The following types of IS use are expressly prohibited by NRLINST 5239.1A; and supervisors may establish more specific expectations for their employees:

1. Introducing classified information into an unclassified system or network.
2. Accessing, storing, processing, displaying, distributing, transmitting, or viewing material that is sexually explicit; that demeans others based on race, ethnicity, gender, religion, disability, or sexual orientation; or that advocates criminal conduct. NRL supports a zero tolerance policy for intentional violations of these restrictions.
3. Storing, accessing, processing, or distributing classified, proprietary, sensitive, For Official Use Only (FOUO), or Privacy Act-protected information in violation of established security and information release policies.
4. Obtaining, installing, copying, pasting, transferring, or using software or other materials obtained in violation of the appropriate vendor's patent, copyright, trade secret, or license agreement. Any individual who copies software outside the terms of the copyright may be held personally liable for the burden of any subsequent litigation or penalty.
5. Knowingly writing, coding, compiling, storing, transmitting, or transferring malicious software code including viruses, logic bombs, worms, and macro viruses (except as authorized in connection with official duties).
6. Promoting partisan political activity.
7. Using the system for personal financial gain, such as advertising or soliciting services or sale of personal property (with the exception of using a Command-approved mechanism such as a Morale, Welfare, and Recreation (MWR) electronic bulletin board for advertising personal items for sale).
8. Fund-raising activities, either for profit or nonprofit, unless the activity is specifically approved by the command (e.g., MWR car washes).
9. Gambling, wagering, or placing of any bets.
10. Writing, forwarding, or participating in chain letters or broad distribution of unsolicited messages not in support of authorized Command training or communications.
11. Remote access to any NRL system unless the requirements of paragraph 16.f. [of NRLINST 5239.1A] have been met.

These policies apply both to on-site use of IS and to remote use through dial-in or Virtual Private Network (VPN). Contractor employees who violate them are subject to removal from NRL work.

In cases that may involve criminal activity, such as possession of any amount of child pornography, the Naval Criminal Investigative Service (NCIS) is called in. NCIS may recommend criminal prosecution in appropriate cases.

Misuse of IS is also a factor when determining an employee's eligibility to occupy a sensitive position or to hold a security clearance. NRL Security will evaluate reports of IS misuse and, in appropriate situations, will forward information to the Department of Navy Central Adjudication Facility for reconsideration of the individual's eligibility to hold a clearance. All NRL positions are sensitive and eligibility to occupy a sensitive position is a condition of employment at the NRL. Thus, a contractor employee who loses eligibility will likely be removed from his or her job.

The use of NRL IS, including use of the Internet and email, is subject to monitoring, and the use of NRL computers constitutes consent to monitoring. NRL does monitor Internet usage for conformance to NRL Instruction 5239.1A, including monitoring for the expressly forbidden activities listed above.

J. SERVICE CONTRACT ACT/APPLICABLE MINIMUM HOURLY RATES OF WAGES

The Service Contract Act of 1965 applies to this acquisition and employees employed by the contractor must be paid at least the minimum wages and fringe benefits as determined by the Secretary of Labor and listed in the latest revision of the applicable Department of Labor Wage Determination(s).

K. PERMITS, LICENSES, AND CERTIFICATES

a. In performance of work under this contract, the Contractor shall be responsible for determining and obtaining all necessary permits, licenses, and certificates and for complying with all applicable Federal, State, and Municipal laws.

b. The Contractor will be responsible for all fees and assessments associated with each and every permit, license, or certificate necessary under this contract, unless otherwise provided elsewhere in the contract.

c. The contractor shall provide a copy of all occupational licenses to the ACR.

L. 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters 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.

M. SITE VISIT DETAILS

A site visit will be held aboard the USS. Ex Shadwell located at the Naval Research Laboratory's Naval Technology Center for Safety and Survivability at the US Coast Guard Group,

South Broad St., B-S108, Mobile, AL 36615-1384 on Thursday, **16 June 2005** beginning promptly at 9:45 a.m. local time.

All prospective offerors are urged to attend the site visit. Prospective offerors who plan to attend must submit a visit request at least ten (10) days prior to the scheduled date to:

Naval Research Laboratory
Attn: Code 3220.TB - Site Visit TB01
4555 Overlook Avenue S.W.
Washington, D.C. 20375
FAX 202-767-5896

Visit requests will normally be prepared on letterhead and shall contain the following information:

Name of individual(s):
Social Security Number of each individual:
Citizenship of each individual(s):
Purpose of Visit: **Site Visit N00173-05-R-TB01**
Classification Level of Visit: **Unclassified**

Number of requests are limited to 2 per contractor.

Only U.S. citizens may pre-register and report directly to the gate and proceed directly to Bldg. B-2108. Parking will be available for this site visit. Non U.S. citizens must pre-register and must allow sufficient time to report to Security, Bldg. 72 with their green card prior to reporting to the gate for entrance into the Laboratory.

Offerors shall not ask questions during the site visit. Questions must be provided in writing. Submit any questions in writing by e mail to john.booros@nrl.navy.mil or FAX 202-767-5896 no later than 15 days after issuance of the RFP. All questions will be formally addressed and answered in an amendment to the solicitation.

Failure of a prospective offeror to attend the site visit or submit questions will be construed to mean that the offeror fully understands all requirements of the solicitation. No individual site visits will be scheduled.

All attendees must abide by the following:

- (a) One form of identification will be required (drivers license)
- (b) No cameras (including cellular phones with cameras), tape recorders, or other reproduction devices will be allowed. Contractors are restricted to note taking.
- (c) The Government reserves the right to inspect all material, briefcases, etc. when entering or leaving the Government facilities.
- (d) No explanation, remarks, or replies made by Government personnel during the site visit shall be construed as changing the terms or conditions of the solicitation. Only

the Contracting Officer can change the solicitation requirements and this will be accomplished by an amendment, if required.

- (e) Phone calls should be kept to a minimum on the day of the site visit. Pay phones are available on the Coast Guard Station. All cellular phones and beepers should be set to a silent mode during the site visit.
- (f) Each visitor shall be required to sign in and sign out on the day of the visit. No other meetings or discussions with the Government personnel will be permitted.
- (g) Only advanced substitutions of contractor personnel are permitted. Substitutions must be received 3 business days prior to the site visit.

3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

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

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

(Contracting Officer check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C.253g and 10 U.S.C.2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) *(if the offeror elects to waive the preference, it shall so indicate in its offer)* (15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994)
- (ii) Alternate I (MAR 1999) to 52.219-5
- (iii) Alternate II (JUN 2003) to 52.219-5
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6
- (iii) Alternate II (MAR 2004) of 52.219-6
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-7
- (iii) Alternate II (MAR 2004) of 52.219-7
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C.637 (d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C.637 (d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C.637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer)
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- (14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor –Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (17) 52.222-26, Equal Opportunity (APR 2002)(E.O.11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C.793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.4212).
- (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

- (22) 52.225-1, Buy American Act – -Supplies (JUN 2003) (41 U.S.C.10a – 10d).
- (23) (i) 52.225-3, Buy American Act –Free Trade Agreements—Israeli Trade Act (OCT 2004) (41 U.S.C.10a –10d, 19 U.S.C.3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (25) 52.225-13,Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s. proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (26) 52.225-15,Sanctioned European Union Country End Products (FEB 2000) (E.O.12849).
- (27) 52.225-16,Sanctioned European Union Country Services (FEB 2000) (E.O.12849).
- (28) 52.232-29,Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-30,Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (31) 52.232-34, Payment by Electronic Funds Transfer --Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C.552a).
- (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.

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

(Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C.351, *et seq.*).

- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C.351, *et seq.*).
- (6) 52.246-6, Inspection - Time-And-Material And Labor-Hour (MAY 2001)
- (7) 52.232-7, Payments Under Time-And-Materials And Labor-Hour Contracts (DEC 2002)- Alternate II (FEB 2002)

- (8) 52.237-3, Continuity Of Services (JAN 1991)
- (9) 52.243-3, Changes--Time-And-Materials Or Labor-Hours (SEP 2000)
- (10) 52.245-5, Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JUN 2003) (DEVIATION)
- (11) 52.249-6, Termination (Cost - Reimbursement) (MAY 2004) Alternate IV (SEP 1996)

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$5000,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O.11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.4212).

Vietnam Era (38 U.S.C.4212).

4. 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003)

(41 U.S.C. 10a-10d, E.O. 10582).

- 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004)
 (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program(JAN 2004)
 (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534 (a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) [and similar sections in subsequent DoD appropriations acts]).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227)
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).

- 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227)
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002)
- (Alternate I) (MAR 2000)
- (Alternate II) (MAR 2000)
- (Alternate III (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DFARS:

252.204-7004 Required Central Contractor Registration (NOV 2001)

252.211-7003 - Item Identification And Valuation (JAN 2004)

1. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS:

Attachment (1) Performance Based Work Statement (PBWS) – 5 pages

Attachment (2) Exhibit A, Contract Data Requirements List, DD 1423 – 2 Pages

Attachment (3) Government Quality Assurance Plan – 4 Pages

Attachment (4) Contract Security Classification Specification, DD 254 – 2 Page

Attachment (5) Performance Requirements Summary – 1 Page

Attachment (6) Dept. Of Labor Wage Determination

Attachment (7) Accounting and Appropriation Data – 1 Page*

(* To be included at time of award)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (I) Technical Capability – Each proposal will be evaluated on compliance with solicitation requirements, technical excellence, management capability, personnel qualifications and prior experience for accomplishing the tasks described in the Performance Work Statement.
- (II) Past Performance – Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and the timeliness of performance or delivery. 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.
- (III) Price – Proposed price to the Government

Technical and past performance when combined, are more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

7. OFFEROR REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and submit with its proposal *Offeror Representations and Certifications-- Commercial Items* ., which are available electronically in full text at :

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

Use Commercial Item Representations and Certifications: "B"

**Performance Based Work Statement
(PBWS) for Ex-USS SHADWELL SECURITY
GUARD FORCE**

1. GENERAL. The Contractor shall comply with all licensing and Government requirements applicable within the city of Mobile AL. The Contractor shall furnish all necessary materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, to provide security, protection, patrol and other services as describe herein, on the Navy's Full-scale fire test ship ex-USS SHADWELL located in Mobile AL. The level of service provided shall be consistent with Federal wage category "Guard I". The Contractor shall provide water taxi service for the guards to and from the ex-USS SHADWELL.

2. PERSONNEL

2.1 The Contractor shall designate, in writing, a Guard Force Manager who shall be the primary representative of the Contractor for this contract. The Guard Force Manager shall supervise and manage the guard force and maintain coordination and liaison with the Government. The Guard Force Manager shall also have the authority to independently commit company resources for the performance of this contract.

2.2 The Contractor shall retain sufficient individuals with qualifications consistent with the "Guard I" labor classification to provide security patrols. Coverage will be required on a 24 hour, 7 days per week basis. One guard will be required per shift. The Contractor may determine the length of shifts and the time of shift changes.

2.3 The Contractor shall ensure the Guard Force Manager, or other manager(s)/supervisors within the company is available 24 hours per day, 7 days a week for the purpose of advising and assisting the guard on duty to resolve any difficulties which may be encountered.

3. DOCUMENTATION

3.1 Applicable Documents. The documents listed below shall be applicable to the Contractor in administering the security and law enforcement requirements of this scope of work and are subject to modification, change, supplement, replacement and other changes. These documents will be available upon request.

1. OPNAVINST P-344.6 "U. S. Naval Disaster Control Manual"
2. OPNAVINST 5530.14 "U.S. Naval Physical Security Manual"
3. OPNAVINST 5510.IF "Information Security Program Regulations .
4. NRL Security Manual

3.2 Guidance Documentation. The following documents shall be provided to The Contractor to assist in the, performance of this scope of work. These Documents are for guidance and are subject to modification, change, supplemental replacement and other changes. They will be provided upon contract award of the contract.

- Installation Security Police General Orders
- Appropriate NRL Notices
- Past Logs and records maintained by present security force

4. DATA. The Contractor shall prepare and submit incident reports and monthly progress reports. ~ The Contractor shall maintain logs, personnel files, and lockbox records. Reports shall be delivered to the Authorized Government Representative (AGR) and to the Technical Director of ex-USS SHADWELL (TD).

5. PLACE OF PERFORMANCE. The place of performance is on the Navy's Full-scale RDT&E Fire Test Ship, ex-USS SHADWELL located at USCG F&STD, Little Sand Island, Mobile AL. and is accessible by water only. The ex-USS SHADWELL (LSD-15) is a 6000 ton, 457 ft. Landing Ship Dock. It is Navy owned research ship that has some ship systems active excluding propulsion. There are heating/air conditioning, lighting and sanitary facilities on board. Access to the ex-USS SHADWELL is controlled by the Naval Research Laboratory's Navy Technology Center for Safety and Survivability, Code 6180, Washington DC. Since this is a research facility, an extremely large quantity of valuable electronics equipment is located in various areas of the ship.

6. SECURITY AND LAW ENFORCEMENT REQUIREMENTS

6.1 Scope. The Contractor shall provide qualified personnel and be responsible for security and law enforcement for the ex-USS SHADWELL. The Contractor shall perform such other functions as may be necessary in the event of disorder, attempts to commit espionage, sabotage, or criminal acts adversely affecting the security and/or safety of the Government facility, their employees, property and the general public welfare under Government control or jurisdiction.

6.2 Level of Performance. The guard shall be expected to carry out the responsibilities outlined above and given in greater detail below within the general definition of the wage classification "Guard I" is:

Carries out instruction primarily oriented toward insuring the emergencies and security violations are readily discovered and reported to appropriate authority. Intervenes directly only in situations which require minimal action to safeguard property or persons. Duties require minimal training. Commonly, the guard is not required to demonstrate physical fitness.

FIREARMS SHALL NOT BE CARRIED DURING THE PERFORMANCE OF THIS CONTRACT.

WHILE DEMONSTRATION OF PHYSICAL FITNESS (I.E., PHYSICAL FITNESS TESTS) IS NOT REQUIRED FOR THIS CONTRACT, THE GUARD MUST BE CAPABLE OF WALKING AND CLIMBING STAIRS SEVERAL TIMES DURING A WORK PERIOD.

6.1 Employment Standards. The Contractor shall maintain all employee standards set forth in paragraph 8 below, and shall be responsible for employee competency and conduct. He shall be responsible for taking such disciplinary actions with respect to his employees as may be necessary. He shall maintain records of disciplinary actions stating names, reasons for disciplinary action taken and dates.

6.2 Continuous Security. The Contractor shall assure there is no time the ship is not guarded. The only exception to this is during hurricane alerts as described in paragraph 14.

6.3 Non Interference. The Contractor is responsible for insuring that his employees do not disrupt equipment, materials, briefcases, documents papers on desks, open desk draws or cabinets, or use Government radios and phones except as authorized in the performance of their duties. Government property shall be used only for official business in performance of the contract.

7. GUARD GUIDANCE

7.1 Guards shall be guided in the performance of their duties by documentation listed in section 3 of this statement of work.

7.2 The Contractor shall establish written guidance and company policy to assist the guard on duty. This material shall be made available to the Government upon request.

7.3 The Contractor shall establish a means by which the guard on duty can obtain supervisory assistance for resolving questions or problems 24 hours per day 7 days per week.

7.4 The Guard Force Manager is responsible to insure that the guard is fit for duty in personal appearance and physical condition.

8. QUALIFICATIONS OF GUARD PERSONNEL

8.1 Employment Standards. All personnel employed by the Contractor to fulfill the Requirements of this guard force statement of work shall meet the following requirements as specified for each position category.

8.2 Security Guard Requirements. Each security guard shall meet the following minimum qualifications.

8.2.1 Possess a high school education or equivalency.

8.2.2 Possess adequate vision (normal color, correctable to 20/20), hearing (ordinary conversation at 15 ft) and general health to perform the requirements contained in this statement of work without restriction. Upon request by the Government, the Contractor shall provide certification from physician that the employee meets the above criteria. This certification shall be less than one year old.

8.2.3 Have no history of mental illness or emotional instability, alcoholism, drug addiction and drug use.

8.2.4 Have no criminal record, or records of serious security violations, no arrests and no convictions other than minor traffic violations.

8.3 Guard Force Manager Requirements. The Guard Force Manager shall meet the following minimum requirements. If the Guard Force Manager will be standing watch as a guard, the Guard Force Manager must also meet the requirements outlined for the security guard.

8.3.1 Have a minimum of 4 years education and/or experience in a discipline related to security or law enforcement.

8.3.2 Have one(1) year of supervisory level experience within the last ten (10) years in one of the following areas: military police, industrial security guard experience, municipal police or deputy sheriff experience and state , or federal law enforcement or security experience.

9. GUARD FORCE TRAINING

9.1 Pre-duty Training: Each guard, prior to performing any duties required by this statement of work, shall certify and provide evidence for inclusion in their personnel file that they have received training in the following subjects. If a guard has not previously received training in these subjects, the Contractor shall provide this training and provide documentation in the personnel file before the guard performs any functions. Subjects include:

- Jurisdiction and authority
- Standards of Conduct, dress and public relations
- Pass/Identification system and visitor control
- Report writing

9.2 Orientation Training. At a mutually agreeable time between the award of this contract and the commencement of services, the TD and AGR will provide an orientation for contractor personnel. This orientation will include:

- Installation organization and facilities information
- Guard force orders and duty post orientation
- Use of communications equipment including proper radio terminology

9.3 New Hires. Personnel hired after the orientation training (section 9.2) must receive equivalent training from the contractor prior to standing watch.

10. CONTRACTOR-FURNISHED PROPERTY AND SERVICES

10.1 Uniform and equipment for Guard Force Members. The Contractor shall provide for each guard force employee all uniform and personal items required to stand the watch. All uniform and personal equipment items shall be worn at all times while the guard force is on duty.

10.2 Transportation. The Contractor shall provide water taxi service for the guards to and from the ex-USS SHADWELL. The Contractor shall obtain and maintain a certificate or license indicating local or state approval for the service. The Contractor shall also provide a copy of the certification or license to the Government 20 days after contract award.

10.3 Lock Boxes. The Contractor shall provide 10 Lock Boxes located on the 04 level aft of bridge, 03 level port side of pilot house, starboard side radio room, 02 level port side forward captain's stateroom, starboard side forward data room. 01 level port side door; main deck forward of pipefitter's shop, main deck aft starboard wing wall, main deck aft port wing wall.

11. SPECIAL RESPONSIBILITIES. At no extra cost to the Government, the Contractor agrees to abide by and comply with all relevant, applicable orders, ordinances, regulations, or other directions of the United States; any state, local or other public authority, now or hereafter in force and to obtain from these, authorities all permits, commissions, licenses and bonds, pay all fees or costs and shall fulfill any other such requirements of such authorities for itself or its employees necessary for the performance of this contract.

12. REQUEST FOR SUPPLIES. Supplies and equipment that are not to be furnished by the Contractor but are required in the performance of this contract, such as flags and lock lubricant, may be requested by the guards from the TD or the AGR. Requests shall be logged in the security log to avoid duplicate request.

13. HURRICANE ALERT. Upon notification of impending hurricane, the U.S. Navy will secure the ship according to hurricane procedure. All personnel including the guard service will be removed from the ship. Upon notification of "all-clear" from the USCG F&STD, the guard service will resume immediately.

14. PHYSICAL SECURITY REQUIREMENTS. Performance of the duties specified in this contract requires that guards have access to controlled areas on the ex-USS SHADWELL. The actual knowledge of test information by Contractor employees is not required. The Contractor will not be required nor authorized to receive, generate or have custody of test information. The work conducted at the site should not be discussed or disseminated.

QUALITY ASSURANCE SURVEILLANCE PLAN

(QASP)

**Guard Services
USS EX Shadwell
Mobile, AL**

Note: This Government Quality Assurance Plan (GQAP) is provided for information only and does not need to be addressed in Offerors' proposal.

1. PURPOSE:

This Government Quality Assurance Plan (GQAP) has been developed and designed to aid the Authorized Government Representatives (AGRs) in providing effective and systematic surveillance of all aspects of the guard services required by the contract. This plan is provided for information only and may be changed at any time. This plan provides for monitoring all contract requirements through a combination of the following methods:

- a. Unscheduled Inspections; and
- b. Validated Complaints

2. OBJECTIVE:

The objective of this GQAP is to provide detail on how to inspect and evaluate the contractor's performance in key areas. The Government is primarily interested in both timeliness and quality of performance. This plan will focus on the level of performance required by the Performance Based Work Statement (PBWS), rather than the methodology used by the contractor to achieve that level of performance. The principal method of surveillance will be by unscheduled inspections of selected tasks as they are performed.

3. QUALITY ASSURANCE EVALUATORS:

AGRs for this contract are employees of the Naval Research Laboratory and are responsible for the day to day inspection and monitoring of the Contractor's work. The responsibilities of the AGR include, but are not limited to: inspecting the work to insure compliance with the contract; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the work. Primary Method of Inspection will be unscheduled inspections.

4. USE OF THE GQAP:

- a. The AGR will:
 1. document surveillance as outlined in, this plan;
 2. ensure that adequate inspections are made to determine that Contractor is providing service according to contracts terms and conditions;
 3. select tasks, areas, and times for inspection to ensure that all tasks and posts are periodically inspected.
- b. Monthly checklists will be used to record information on observations and defects. Each defect observed will be recorded on the checklists. These documents will then become a formal Government record for later reference. The tally of defects observed at the end of each month will be compared to the maximum allowable degree of deviation. Any discrepancies detected during the course of the surveillance, even if not of sufficient degree to render the service unsatisfactory in terms of the maximum allowable degree of deviation, will require corrective action by the contractor, if appropriate/ possible. Specifics concerning any errors will be recorded. The Contractor's representative will be asked to initial any such entry.
- c. If, at the conclusion of the month's inspection, it is found that the number of defects exceed the maximum allowable degree of deviation that service may be considered unsatisfactory. If performance in any area is judged unsatisfactory, based on scheduled inspections, the contractor will be given written notice by the AGR to initial. When completed and signed, the initialed notice, becomes the documentation supporting any actions as necessary.
- d. During the course of the month, the AGR may receive complaints about the quality of service. Each complaint received shall be validated by the AGR to the extent feasible to ensure the service was required and that the standard was not met. If surveillance shows that a specific service is unsatisfactory, complaints may be used by the AGR as further evidence of unsatisfactory performance.

5. Evaluation Procedures.

a. Unscheduled Inspections. Unscheduled inspections may be conducted at any time. Performance defects observed during unscheduled inspections will be documented on the "Evaluation Work Sheet." AGR's may visit and observe selected posts anytime during the designated shift period and evaluate the Work Requirements (Quality of Work; Conduct; and Uniform).

A Pass (P) (Fully Satisfactory) or Fail (F) (Less Than Fully Satisfactory) rating will be assigned each task inspected, based on the Performance Criteria listed below. Any Work Requirement task reasonably unavailable for inspection will receive a neutral rating. A brief description of observed defects or actions taken will be noted.

b. Complaints. The AGR will record and attempt to validate each complaint received. Only complaints validated by the AGR will be documented as an observed defect.

c. Documented Defects. Copies of documented performance defects will be provided the Contractor within 24 hours of validation by the AGR.

Analysis of Results.

a. At the end of the month, the AGR will summarize the results of the inspections; compare the number of satisfactory performance ratings to maximum allowable degree of deviation for each Work Requirement and review documented defects, determine if monitoring needs to be increased, or any further action needs to be taken under the provisions of the contract.

b. The AGR will monitor the Contractor's overall performance and recommend appropriate administrative actions to the Contracting Officer when performance is less than satisfactory.

GOVERNMENT QUALITY ASSURANCE PLAN

Performance Requirements	Performance Standard	Acceptable Quality Level (AQL)	Method of Inspection
Supervisory/ Management Duties and Responsibilities	(1) Provide means of contract responsiveness/on-site Supervision and Management and meet administrative functions	0% No deviation unless approved by AGR	Unscheduled Inspections
Personnel	(1) Provide Qualified Personnel and all meet Health, Age, Citizenship	0% No deviation unless approved by AGR	Unscheduled Inspections
Standards of Conduct	(1) General Appearance, Use of Intoxicants or Controlled Substances	10%	Unscheduled Inspections
Quality Control, Government Property and Contractor Equipment	(1) Contractor required Quality Control/Response to Government QA	10%	Unscheduled Inspections
Activity Requirements	(1) Perform all required activities, Prepare Reports, Logs	0% No deviation unless approved by AGR	Unscheduled Inspections

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 S.F.R.: 014-05 a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;">SECRET</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;">NONE</p>
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2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER		a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD) 2005/05/18
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	REVISION NO. DATE (YYYYMMDD)
c. SOLICITATION OR OTHER NUMBER N00173-05-R-T301	DUE DATE (YYYYMMDD)	c. FINAL (Complete form 5 in all cases)	DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES 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? YES NO. If Yes, complete the following:
 In response to the contractor's request dated _____, retention of the 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) N/A
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE N/A	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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8. ACTUAL PERFORMANCE

a. LOCATION N/A	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT
 SECURITY GUARD FORCE SUPPORT FOR USS EX SHADWELL, MOBILE, AL

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	b. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	a. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	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 5663

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 of work. However, prior to award of contract, the successful contractor will be required to have personnel who are U.S. Citizens 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. Yes No
 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.)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 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.)

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	b. TITLE	c. TELEPHONE (Include Area Code)
VICKI CICALA	CONTRACTING OFFICER, SECURITY	(202) 767-2240/2576

d. ADDRESS (Include Zip Code)
 NAVAL RESEARCH LABORATORY
 4555 OVERLOOK AVE. SW
 WASHINGTON, DC 20375-5320

e. SIGNATURE


17. **REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY 1226.2.

PERFORMANCE REQUIREMENTS SUMMARY TABLE

(1) Performance Requirements	(2) Performance Measure	(3) Maximum Allowable Degree of Deviation	(4) Method of Inspection	(5) Calculation of Reduction
Supervisory/ Management Duties and Responsibilities	(1) Provide means of contract responsiveness/on-site Supervision and Management and meet administrative functions	0%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see Schedule.) X number of hours of non-performance or observed violations
Personnel	(1) Provide Qualified Personnel and all meet Health, Age, Citizenship	0%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see Schedule.) X number of hours of non-performance or observed violations
Standards of Conduct	(1) General Appearance, Use of Intoxicants or Controlled Substances	10%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see Schedule.) X number of hours of non-performance or observed violations
Quality Control, Government Property and Contractor Equipment	(1) Contractor required Quality Control/Response to Government QA	10%	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see Schedule.) X number of hours of non-performance or observed violations
Activity Requirements	(1) Perform all required activities, Prepare Reports, Logs	0% per day without prior approval from COR	Unscheduled Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) (see Schedule.) X number of hours of non-performance or observed violations

94-2009 AL,MOBILE

WAGE DETERMINATION NO: 94-2009 REV (25) AREA: AL,MOBILE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2010

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

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2009
Revision No.: 25
Date Of Revision: 03/11/2005

State: Alabama

Area: Alabama Counties of Baldwin, Choctaw, Clarke, Conecuh, Covington, Escambia,
Mobile, Monroe, Washington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.84
01012 - Accounting Clerk II	10.70
01013 - Accounting Clerk III	13.82
01014 - Accounting Clerk IV	15.61
01030 - Court Reporter	14.57
01050 - Dispatcher, Motor Vehicle	13.81
01060 - Document Preparation Clerk	11.03
01070 - Messenger (Courier)	8.11
01090 - Duplicating Machine Operator	11.03
01110 - Film/Tape Librarian	10.09
01115 - General Clerk I	9.52
01116 - General Clerk II	10.19
01117 - General Clerk III	11.30
01118 - General Clerk IV	12.90
01120 - Housing Referral Assistant	17.22
01131 - Key Entry Operator I	9.47
01132 - Key Entry Operator II	11.44
01191 - Order Clerk I	10.10
01192 - Order Clerk II	12.18
01261 - Personnel Assistant (Employment) I	14.25
01262 - Personnel Assistant (Employment) II	17.24
01263 - Personnel Assistant (Employment) III	20.67
01264 - Personnel Assistant (Employment) IV	24.58
01270 - Production Control Clerk	15.42
01290 - Rental Clerk	11.07
01300 - Scheduler, Maintenance	12.97
01311 - Secretary I	12.97
01312 - Secretary II	14.57
01313 - Secretary III	16.24
01314 - Secretary IV	18.05
01315 - Secretary V	19.99

01320	- Service Order Dispatcher	12.35
01341	- Stenographer I	10.27
01342	- Stenographer II	12.97
01400	- Supply Technician	18.05
01420	- Survey Worker (Interviewer)	12.03
01460	- Switchboard Operator-Receptionist	8.91
01510	- Test Examiner	14.57
01520	- Test Proctor	14.57
01531	- Travel Clerk I	9.69
01532	- Travel Clerk II	10.28
01533	- Travel Clerk III	10.75
01611	- Word Processor I	10.69
01612	- Word Processor II	11.86
01613	- Word Processor III	14.88
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	11.98
03041	- Computer Operator I	12.59
03042	- Computer Operator II	14.04
03043	- Computer Operator III	16.99
03044	- Computer Operator IV	17.81
03045	- Computer Operator V	20.93
03071	- Computer Programmer I (1)	14.66
03072	- Computer Programmer II (1)	18.00
03073	- Computer Programmer III (1)	24.43
03074	- Computer Programmer IV (1)	25.63
03101	- Computer Systems Analyst I (1)	20.44
03102	- Computer Systems Analyst II (1)	24.99
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	12.59
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	16.74
05010	- Automotive Glass Installer	13.41
05040	- Automotive Worker	13.41
05070	- Electrician, Automotive	14.94
05100	- Mobile Equipment Servicer	11.70
05130	- Motor Equipment Metal Mechanic	14.94
05160	- Motor Equipment Metal Worker	13.41
05190	- Motor Vehicle Mechanic	14.94
05220	- Motor Vehicle Mechanic Helper	11.12
05250	- Motor Vehicle Upholstery Worker	13.41
05280	- Motor Vehicle Wrecker	13.41
05310	- Painter, Automotive	14.88
05340	- Radiator Repair Specialist	14.36
05370	- Tire Repairer	11.30
05400	- Transmission Repair Specialist	14.94
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	7.32
07010	- Baker	9.93
07041	- Cook I	9.19
07042	- Cook II	10.40
07070	- Dishwasher	6.63
07130	- Meat Cutter	10.93
07250	- Waiter/Waitress	6.44
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	14.36
09040	- Furniture Handler	11.23
09070	- Furniture Refinisher	14.50
09100	- Furniture Refinisher Helper	11.23
09110	- Furniture Repairer, Minor	12.79
09130	- Upholsterer	14.36

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.30
11060 - Elevator Operator	7.91
11090 - Gardener	9.86
11121 - House Keeping Aid I	7.29
11122 - House Keeping Aid II	7.91
11150 - Janitor	8.43
11210 - Laborer, Grounds Maintenance	8.64
11240 - Maid or Houseman	7.29
11270 - Pest Controller	12.08
11300 - Refuse Collector	8.43
11330 - Tractor Operator	10.08
11360 - Window Cleaner	9.20
12000 - Health Occupations	
12020 - Dental Assistant	12.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.50
12071 - Licensed Practical Nurse I	11.61
12072 - Licensed Practical Nurse II	13.05
12073 - Licensed Practical Nurse III	14.58
12100 - Medical Assistant	11.57
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	12.87
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.56
12222 - Nursing Assistant II	8.92
12223 - Nursing Assistant III	9.25
12224 - Nursing Assistant IV	10.39
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.35
12311 - Registered Nurse I	18.09
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.79
12315 - Registered Nurse III, Anesthetist	26.79
12316 - Registered Nurse IV	32.10
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.06
13011 - Exhibits Specialist I	15.68
13012 - Exhibits Specialist II	19.43
13013 - Exhibits Specialist III	23.74
13041 - Illustrator I	17.30
13042 - Illustrator II	20.21
13043 - Illustrator III	24.71
13047 - Librarian	19.79
13050 - Library Technician	11.95
13071 - Photographer I	13.54
13072 - Photographer II	15.68
13073 - Photographer III	18.75
13074 - Photographer IV	22.92
13075 - Photographer V	27.74
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.44
15030 - Counter Attendant	7.44
15040 - Dry Cleaner	8.61
15070 - Finisher, Flatwork, Machine	7.44
15090 - Presser, Hand	7.44
15100 - Presser, Machine, Drycleaning	7.52
15130 - Presser, Machine, Shirts	7.44
15160 - Presser, Machine, Wearing Apparel, Laundry	7.44
15190 - Sewing Machine Operator	9.13

15220	- Tailor	9.66
15250	- Washer, Machine	7.77
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	15.97
19040	- Tool and Die Maker	19.22
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	14.67
21020	- Material Coordinator	14.81
21030	- Material Expediter	14.81
21040	- Material Handling Laborer	9.67
21050	- Order Filler	10.71
21071	- Forklift Operator	14.06
21080	- Production Line Worker (Food Processing)	12.95
21100	- Shipping/Receiving Clerk	11.52
21130	- Shipping Packer	11.52
21140	- Store Worker I	9.81
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	13.93
21210	- Tools and Parts Attendant	12.95
21400	- Warehouse Specialist	12.95
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	16.40
23040	- Aircraft Mechanic Helper	11.53
23050	- Aircraft Quality Control Inspector	17.25
23060	- Aircraft Servicer	13.69
23070	- Aircraft Worker	14.68
23100	- Appliance Mechanic	16.39
23120	- Bicycle Repairer	11.30
23125	- Cable Splicer	19.81
23130	- Carpenter, Maintenance	15.37
23140	- Carpet Layer	14.75
23160	- Electrician, Maintenance	16.73
23181	- Electronics Technician, Maintenance I	17.33
23182	- Electronics Technician, Maintenance II	21.64
23183	- Electronics Technician, Maintenance III	22.12
23260	- Fabric Worker	13.59
23290	- Fire Alarm System Mechanic	15.82
23310	- Fire Extinguisher Repairer	12.53
23340	- Fuel Distribution System Mechanic	17.32
23370	- General Maintenance Worker	13.78
23400	- Heating, Refrigeration and Air Conditioning Mechanic	15.97
23430	- Heavy Equipment Mechanic	16.40
23440	- Heavy Equipment Operator	15.10
23460	- Instrument Mechanic	17.18
23470	- Laborer	9.27
23500	- Locksmith	15.37
23530	- Machinery Maintenance Mechanic	20.10
23550	- Machinist, Maintenance	15.60
23580	- Maintenance Trades Helper	11.12
23640	- Millwright	17.46
23700	- Office Appliance Repairer	15.51
23740	- Painter, Aircraft	14.98
23760	- Painter, Maintenance	15.90
23790	- Pipefitter, Maintenance	19.36
23800	- Plumber, Maintenance	16.33
23820	- Pneudraulic Systems Mechanic	16.40
23850	- Rigger	16.40
23870	- Scale Mechanic	14.57
23890	- Sheet-Metal Worker, Maintenance	14.94
23910	- Small Engine Mechanic	14.57
23930	- Telecommunication Mechanic I	18.92

23931	- Telecommunication Mechanic II	19.89
23950	- Telephone Lineman	18.92
23960	- Welder, Combination, Maintenance	15.33
23965	- Well Driller	16.40
23970	- Woodcraft Worker	16.40
23980	- Woodworker	12.67
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.02
24580	- Child Care Center Clerk	10.30
24600	- Chore Aid	7.09
24630	- Homemaker	11.11
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	20.21
25040	- Sewage Plant Operator	15.82
25070	- Stationary Engineer	20.21
25190	- Ventilation Equipment Tender	11.45
25210	- Water Treatment Plant Operator	15.48
27000	- Protective Service Occupations	
(not set)	- Police Officer	14.97
27004	- Alarm Monitor	11.63
27006	- Corrections Officer	12.81
27010	- Court Security Officer	13.28
27040	- Detention Officer	12.81
27070	- Firefighter	13.04
27101	- Guard I	9.33
27102	- Guard II	11.26
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	15.69
28020	- Hatch Tender	15.69
28030	- Line Handler	15.69
28040	- Stevedore I	14.66
28050	- Stevedore II	18.17
29000	- Technical Occupations	
21150	- Graphic Artist	20.90
29010	- Air Traffic Control Specialist, Center (2)	31.49
29011	- Air Traffic Control Specialist, Station (2)	21.71
29012	- Air Traffic Control Specialist, Terminal (2)	23.92
29023	- Archeological Technician I	13.84
29024	- Archeological Technician II	15.48
29025	- Archeological Technician III	19.24
29030	- Cartographic Technician	21.13
29035	- Computer Based Training (CBT) Specialist/ Instructor	21.78
29040	- Civil Engineering Technician	20.17
29061	- Drafter I	12.47
29062	- Drafter II	14.01
29063	- Drafter III	15.68
29064	- Drafter IV	19.43
29081	- Engineering Technician I	14.07
29082	- Engineering Technician II	15.80
29083	- Engineering Technician III	17.68
29084	- Engineering Technician IV	21.76
29085	- Engineering Technician V	26.76
29086	- Engineering Technician VI	32.38
29090	- Environmental Technician	19.37
29100	- Flight Simulator/Instructor (Pilot)	26.36
29160	- Instructor	19.29
29210	- Laboratory Technician	18.69
29240	- Mathematical Technician	20.94
29361	- Paralegal/Legal Assistant I	13.61
29362	- Paralegal/Legal Assistant II	16.75

29363 - Paralegal/Legal Assistant III	20.66
29364 - Paralegal/Legal Assistant IV	24.97
29390 - Photooptics Technician	21.13
29480 - Technical Writer	21.61
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.54
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.77
29622 - Weather Observer, Upper Air (3)	15.77
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.47
31260 - Parking and Lot Attendant	7.66
31290 - Shuttle Bus Driver	11.58
31300 - Taxi Driver	8.96
31361 - Truckdriver, Light Truck	15.18
31362 - Truckdriver, Medium Truck	10.73
31363 - Truckdriver, Heavy Truck	13.59
31364 - Truckdriver, Tractor-Trailer	15.18
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.66
99030 - Cashier	8.57
99041 - Carnival Equipment Operator	8.97
99042 - Carnival Equipment Repairer	9.59
99043 - Carnival Worker	7.05
99050 - Desk Clerk	8.02
99095 - Embalmer	19.02
99300 - Lifeguard	10.52
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.79
99500 - Recreation Specialist	11.11
99510 - Recycling Worker	9.95
99610 - Sales Clerk	10.05
99620 - School Crossing Guard (Crosswalk Attendant)	8.35
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	14.13
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.58
99660 - Surveying Aide	9.18
99690 - Swimming Pool Operator	11.59
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	11.59
99740 - Vending Machine Repairer Helper	10.73

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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