

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

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

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT AMOUNT	TOTAL AMOUNT
0001	The Contractor shall evaluate the condition and performance of all equipment on a weekly basis in accordance with Section C.	52	EA	\$**	\$**
TOTAL FIRM FIXED PRICE FOR CLIN 0001 IF ALL OPTIONS ARE EXERCISED					\$**

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM AMOUNT
0002	The Contractor shall provide all necessary labor for the preventative maintenance in accordance with Section C and the loaded labor rates specified in Attachment (3).	\$**
0003	Not-to-Exceed Materials for the preventative maintenance.	\$70,000.00
0004	The Contractor shall provide all necessary labor for the unscheduled maintenance in accordance with Section C and the loaded labor rates specified in Attachment (3).	\$**
0005	Not-to-Exceed Materials for the unscheduled maintenance.	\$25,000.00
TOTAL NOT TO EXCEED FOR CLINS 0002-0005		\$**

*CONTRACT LINE ITEM NUMBER

** To be included at time of award

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 01 June 2007 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/13onsite.htm>

**SECTION D
PACKAGING AND MARKING**

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

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.246-4	- Inspection Of Services - Fixed Price (AUG 1996) Applicable to CLIN 0001 Only
52.246-6	- Inspection - Time-And-Material And Labor-Hour (MAY 2001) Applicable to CLINS 0002—0005 Only
52.246-16	- Responsibility For Supplies (APR 1984)

E-2 INSPECTION AND ACCEPTANCE

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

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

- 52.211-11 - Liquidated Damages - Supplies, Services, Or Research And Development (SEP 2000)(fill in \$100.00 a day (CLINS 0001-0003), and \$500.00 a call (CLINS 0004-0005))
- 52.242-15 - Stop-Work Order (AUG 1989)
- 52.242-17 - Government Delay Of Work (APR 1984)
- 52.247-34 - F.O.B. Destination (NOV 1991)

F-2 DELIVERIES OR PERFORMANCE

(a) The period of performance for CLIN 0001 under this contract shall be from date of award through one year thereafter with four (4) options for an additional year each. CLINS 0002-0005 shall have a period of performance from date of award through one year thereafter. The exercise of any option for CLIN 0001 shall also include an extension of the period of performance for CLINS 0002-0005 for an additional year each.

(b) The principal place of performance of this contract shall be NRL, Washington, DC.

F-3 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer
Naval Research Laboratory
Contract Number
ATTN: *
CODE: *
LOCATION: *
Bldg. 49
4555 Overlook Avenue, SW
Washington DC 20375-5320

(* To be filled in at time of award.)

**SECTION G
CONTRACT ADMINISTRATION DATA**

G-1 PROCURING OFFICE REPRESENTATIVE

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

Security Matters- Contracting Officer for Security, Code 1226, (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

Patent Matters- Associate Counsel (Intellectual Property), Code 1008.2, (202)404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 PAYMENT AND INVOICE INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm>. The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company’s CAGE code in WAWF by calling 1-866-618-5988.

Use the appropriate Item Number stated in Section B of the contract (e.g., 0001, 0002 or 0001AA, 0001AB, etc).

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the invoice. If more than one ACRN is cited, the invoice must indicate the amounts to be paid from each. Information may be obtained from the COR to assist the contractor in determining the appropriate ACRNs from which payment is to be made.

FOR CLIN 0001 ONLY

ROUTING TABLE DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	<input type="checkbox"/> Invoice and Receiving Report (COMBO) <input checked="" type="checkbox"/> Invoice as 2-in-1 (services only)
Contract Number	N00173-08-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
CAGE Code	

IMPORTANT: When using WAWF, utilize the “Send More Email Notifications” function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

Send More Email Notifications	
Acceptor email	@nrl.navy.mil

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line : 1-800-559-WAWF(9293).

G-3 PAYMENT AND VOUCHER INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm> . The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company’s CAGE code in WAWF by calling 1-866-618-5988.

The following information is applicable to vouchers submitted under this contract using WAWF:

Under "Create New Document" select "Cost Voucher". When you enter the contract number, some of the other fields in the document may fill out automatically.

Use the appropriate Item Number stated in Section B of the contract (e.g., 0001, 0002 or 0001AA, 0001AB, etc).

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the voucher. If more than one ACRN is cited, the voucher must indicate the amounts to be paid from each. Information may be obtained from the COR to assist the contractor in determining the appropriate ACRNs from which payment is to be made.

FOR CLINS 0003 AND 0005

ROUTING TABLE DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	Cost Voucher
Contract Number	N00173-08-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
DCAA Auditor DoDAAC	
CAGE Code	

IMPORTANT: When submitting vouchers using WAWF, utilize the “**Send More Email Notifications**” function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

Send More Email Notifications	
Acceptor email	@nrl.navy.mil

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office. Such authorization does not extend to the first and final vouchers.

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line : 1-800-559-WAWF(9293).

G-4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* @nrl.navy.mil is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

(* To be completed at time of award)

G-5 CONTRACT CEILING PRICE (APPLICABLE TO CLINS 0002—0005 ONLY)

(a) The amount of \$ * is presently available for payment and allotted to this contract. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the contract through *.

(b) The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum labor and materials required to perform this contract. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full not-to-exceed amount or to a lesser amount necessary to perform the contract.

(c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract regardless of anything to the contrary in any other clause or provision of this contract.

(d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the contract will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such

notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the contract on that date in accordance with the provisions of the Termination clause of this contract.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract.

(g) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to other clause or provisions of this contract.

(* To be filled in at time of award)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

H-2 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's ORCA Representations and Certifications valid from to are incorporated herein by reference.

The Contract Specific Representations and Certifications submitted by the contractor for this award are hereby incorporated by reference.

(To be filled in at time of award)

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

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

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances

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

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

The following are identified as key personnel:

(*To be filled in at time of award)

*Labor Category	First/M/Last Name

H-4 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the contract. The Government may exercise its option to renew CLIN 0001 a total of four (4) times and each such renewal shall extend the contract by twelve (12) months. An exercised option shall also extend the period of performance for CLINS 0002-0005 for an additional twelve (12) months each. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the prices below, which are to be added to CLIN 0001:

OPTION ONE

Qty: 52 Unit Amount: \$* Total Amount: \$*

OPTION TWO

Qty: 52 Unit Amount: \$* Total Amount: \$*

OPTION THREE

Qty: 52 Unit Amount: \$* Total Amount: \$*

OPTION FOUR

Qty: 52 Unit Amount: \$* Total Amount: \$*

(* To be completed at time of award)

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

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

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

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

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.202-1	- Definitions (JUL 2004)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (SEP 2006)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (SEP 2007)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.204-7	- Central Contractor Registration (JUL 2006)
52.204-9	- Personal Identity Verification Of Contractor Personnel (SEP 2007)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
52.211-5	- Material Requirements (AUG 2000)
52.211-15	- Defense Priority And Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)

- 52.215-14 - Integrity Of Unit Prices (OCT 1997)
- 52.215-15 - Pension Adjustments And Asset Reversions (OCT 2004)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
- 52.217-8 - Option To Extend Services (NOV 1999)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005) Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 2005)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (FEB 2008)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (MAR 2007)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.222-41 - Service Contract Act Of 1965 (NOV 2007)
- 52.222-43 - Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts) (NOV 2006)
- 52.222-50 - Combating Trafficking In Persons (AUG 2007)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2006)
- 52.227-1 - Authorization And Consent (DEC 2007)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 52.232-1 - Payments (APR 1984) **Applicable to CLIN 0001 Only**
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (FEB 2007)
Applicable to CLINS 0002—0005 Only
- 52.232-8 - Discounts For Prompt Payment (FEB 2002)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (OCT 2003)

- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate II (APR 1984) **Applicable to CLIN 0001 Only**
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (SEP 2000) **Applicable to CLINS 0002—0005 Only**
- 52.244-2 - Subcontracts (JUN 2007) - Alternate I (JUN 2007) **Applicable to CLINS 0002—0005 Only**
- 52.244-6 - Subcontracts For Commercial Items (MAR 2007)
- 52.245-1 - Government Property (JUN 2007)
- 52.245-2 - Government Property Installation Operation Services (JUN 2007)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984) **Applicable to CLIN 0001 Only**
- 52.249-6 - Termination (Cost - Reimbursement) (MAY 2004) Alternate IV (SEP 1996) **Applicable to CLINS 0002—0005 Only**
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.249-14 - Excusable Delays (APR 1984) **Applicable to CLINS 0002—0005 Only**
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2004)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A Central Contractor Registration (SEP 2007)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.211-7003 - Item Identification And Valuation (JUN 2005) (*fill in none* in (c)(1)(ii) and (c)(1)(iii))
- 252.211-7007 - Item Unique Identification of Government Property (SEP 2007) (*fill in none*)
- 252.215-7004 - Excessive Pass-Through Chages (APR 2007)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (JUN 2005)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAR 2008)

- 252.225-7013 - Duty-Free Entry (OCT 2006)
- 252.225-7014 - Preference For Domestic Specialty Metals (JUN 2005)(DEVIATION 2007-O0011)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006)
- 252.225-7021 - Trade Agreements (MAR 2007)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUL 2006)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991) FOR CLIN 0002
- 252.232-7003 - Electronic Submission Of Payment Requests (MAR 2008)
- 252.232-7006 - Alternate A (DEC 2003) FOR CLIN 0002
- 252.232-7009 - Mandatory Payment By Governmentwide Commercial Purchase Card (JUL 2000)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (JAN 2007)
- 252.246-7003 - Notification Of Potential Safety Issues (JAN 2007))
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.251-7000 - Ordering From Government Supply Sources (OCT 2002)

I-2 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Electronics Technician Maintenance III	\$24.70
Machinery Maintenance Mechanic	\$21.77
Maintenance Trades Helper	\$15.10
Pipefitter, Maintenance	\$22.76

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

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

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

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

WARNING

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

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

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

SECTION J

LIST OF ATTACHMENTS

- J-1** Attachment (1) – Performance Work Statement - 11 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements -2 Pages.
- J-2** Attachment (2) – Quality Assurance Surveillance Plan –6 Pages
- J-3** Attachment (3) – Contractor’s Loaded Labor Rates – Pages
- J-4** Attachment (4) – Wage Determination 05-2104, 7/10/2007, 10 Pages
- J-5** Attachment (5) - Accounting and Appropriation Data. 1 page. *

(To be included at time of award)*

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications via the Online Representations and Certifications Application

(ORCA) at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) at http://www.ccr.gov_database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must complete the additional contract specific representations and certifications below:

K-2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is see Section K-3 [insert NAICS code].

(2) The small business size standard is see Section K-3 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-3 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is 811310.
 (2) The small business size standard is \$6,500,000.

K-4 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
 (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

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

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

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

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

FAR CLAUSE TITLE

52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.216-29	-	Time-And-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)

52.237-1 - Site Visit (APR 1984)

DFAR CLAUSE TITLE

252.209-7001 - Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (OCT 2006)

252.215-7003 - Excessive Pass-Through Charges – Identification Of Subcontract Effort (APR 2007) FOR CLIN 0002

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors-Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed :

Contracting Officer, ATTN: Code 3230.TA
RFP No. N00173-08-R-TA03 Closing Date: 2 May 2008 Time: 4:00 PM
Naval Research Laboratory
4555 Overlook Avenue, S.W.
Washington, D.C. 20375

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

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

L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below :
Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc).

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid contract resulting from this solicitation consisting of Time and Materials line items for the unscheduled maintenance and Firm Fixed Price line items for the preventative maintenance and regularly scheduled service.

L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

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

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

L-7 GOVERNMENT-FURNISHED PROPERTY

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

L-8 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-9 PROPOSAL ORGANIZATION

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

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

L-10 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 1 COPY .

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

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

A. PERSONNEL QUALIFICATIONS: The Offeror should document the experience,

education, and other qualifications of all personnel proposed to accomplish the technical requirements. The Offeror should provide the following information for each proposed individual: (a) name of proposed personnel; (b) proposed labor category; (c) proposed Task areas of involvement, as identified in the Performance Work Statement; (d) educational qualifications; (e) technical or managerial qualifications and experience as they relate to the Performance Work Statement and the Personnel requirements; (f) length of experience; and (g) previous work history.

B. COMPANY EXPERIENCE: The proposal must provide a narrative description of the company experience on jobs with requirements and equipment similar to those specified in the Performance Work Statement. This description should clearly show: (1) the relationship between the company's experience and the tasks required under the Performance Work Statement and (2) prior or current contracts/purchase orders requiring the same or similar types of maintenance and repair on equipment similar to that which will be maintained and repaired under the prospective contract.

C. PAST PERFORMANCE INFORMATION:

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

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

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

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the

identified contracts as this will be obtained from the contracting organizations.

L-11 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 1 COPY

(1) PRICE PROPOSAL

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

L-12 SITE VISIT

OFFERORS MAY PROPOSE WITHOUT ATTENDING THE SITE VISIT

A site visit will be conducted on 9 April 2008 at 1:00 PM.

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

Questions **WILL NOT** be answered during the site visit. All questions shall be submitted in writing at the site visit or within one week of the site visit via email. You are required supply your own writing materials. Inquires should contain the Solicitation Number (N00173-08-R-TA03) and must be addressed to the attention of Code 3230.TA, Tom Albrecht.

To make arrangements to attend, offerors should contact Tom Albrecht via E-mail at tommy.albrecht@nrl.navy.mil by 7 April 2008 PM on 4:00 PM.

The E-mail request MUST include the following information:

REQUIRED INFORMATION TO ATTEND SITE VISIT

The Name of the Contractor

The Name of Each Individual to Attend*

The Telephone Number of Each Individual to Attend

The Social Security Number of Each Individual to Attend

** Please try to limit the number of people to two (2) from each contractor.*

Offerors are hereby notified that the site visit will take place at the Naval Research Laboratory, Washington, DC. Offerors who are scheduled to attend the site visit must report to the Visitor Center in Building 72 outside the front gate. No cameras, firearms, or alcoholic beverages are allowed on the Laboratory.

All Attendees Must Bring a Valid Picture I.D. In Their Possession The Day Of The Site Visit To Enter The Naval Research Laboratory.

(No Exceptions Will Be Made).

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

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

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

The proposal should provide convincing evidence that the company has, or has the ability, to obtain personnel with relevant experience in the areas described in Enclosure (1) of the Statement of Work. The proposal should clearly show how each person offered meets the personnel qualifications as detailed in the solicitation.

(2) COMPANY EXPERIENCE

The proposal will be evaluated on the offeror's demonstrated company experience in performing jobs, which are similar or related to the requirements set forth in the attached Performance Work Statement.

(3) PAST PERFORMANCE INFORMATION

Past Performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L of the solicitation and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance

will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

The factors are listed in descending order of importance. In the event that the evaluations are even, cost will become the deciding factor.

M-2-2 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

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

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

PERFORMANCE WORK STATEMENT
FOR
STATION AIR COMPRESSORS
MAINTENANCE CONTRACT
BUILDING 149
NAVAL RESEARCH LABORATORY
WASHINGTON, D.C.

1. DESCRIPTION OF SERVICES

The Contractor shall provide all labor, materials, and equipment necessary to service, perform preventative maintenance and repairs on two (2) station air compressors, two (2) compressed air filters, one (1) heatless regenerative compressed air dryer and one (1) cooling tower. This preventative maintenance work shall include additional components associated with the compressed air generating equipment that includes a water treatment system, cooling water system, compressed air system and electrical systems. The Contractor shall perform a weekly site visit to the Building 149, Compressed Air Generating Facility for observation, service, maintenance, inspection, testing, adjustment, recording, and validation of all equipment while in the operating mode. The Contractor shall also perform monthly, quarterly, semi-annual and annual preventative maintenance and perform unscheduled repairs.

- 1.1 **WEEKLY PREVENTATIVE MAINTENANCE:** The Contractor shall perform observations, services, maintenance, inspections, testing, validations and recordings of all compressed air generating and associated equipment defined in this contract. The weekly recordings shall be entered in the provided weekly log sheet on the DD-1423 (Contract Data Requirements List). The Contractor shall provide a weekly service visit ticket that reflects the operational status of the equipment and any deficiencies identified during the visit. If repairs are required, the Contractor shall record the information on the submitted weekly service visit ticket and perform the repairs. All replacement parts shall comply with the manufacturer's specifications. The weekly service visit ticket shall be validated and signed by the Contracting Officer's Representative (COR) prior to leaving the facility in hard copy. The Contractor shall make every possible effort to dispatch the same Compressor Technician for each weekly visit for the purpose of familiarization of the compressed air generating equipment while in the operational mode.
- 1.1.1 **AIR COMPRESSORS (2)**
- 1.1.1.1 **AIR INTAKE FILTER SERVICE INDICATOR:** The Contractor shall inspect air intake filter indicator and replace if necessary.
- 1.1.1.2 **OIL LEVEL:** The Contractor shall inspect the oil level gauge and add oil if necessary.
- 1.1.1.3 **OIL TEMPERATURE:** The Contractor shall verify the oil temperature to read 180 degrees Fahrenheit. If the oil temperature readings are higher than normal to warrant concern of the air compressor(s) shutting down, immediately submit findings to the COR and perform the necessary work to correct the high oil outlet temperature.
- 1.1.1.4 **CONDENSATE TRAP:** The Contractor shall inspect and manually check the condensate trap located at the compressed air discharge piping outlet to maintain full automatic operation.
- 1.1.1.5 **COOLING WATER:** The Contractor shall check the control panel readout to obtain the discharge temperature of the air compressor cooling water. The closed loop air compressor cooling water system should have an operating discharge temperature between 80/105

degrees Fahrenheit. NOTE: The temperature readings are subject to change based on seasonal ambient temperatures. If temperature readings are higher than normal to warrant concern of the air compressor shutting down, immediately submit findings to the COR and perform the necessary work to correct the high water outlet temperature.

- 1.1.1.6 COMPRESSED AIR DISCHARGE PRESSURE: The Contractor shall check, and adjust if required, the control panel for the compressed air discharge pressure, which should range between 95 PSI and 100 PSI.
- 1.1.1.7 SAFETY RELIEF VALVE: The Contractor shall inspect, and repair if required, the pressure relief valve to insure that it is free of damage, accumulated dirt, oil and/or corrosion which could impede its ability to operate.
- 1.1.1.8 OIL/AIR SEPARATOR: The Contractor shall obtain a reading from the control panel to measure the pressure drop across the oil/air separator. If the reading exceeds the manufacturer's recommended acceptable pressure drop during loaded operation, the Contractor shall replace the oil/air separator.
- 1.1.1.9 ELECTRIC MOTOR: The Contractor shall inspect the air compressor's drive motor for unusual noise, excessive heat and/or vibration. The Contractor shall also inspect the drive coupling for unusual wear and deterioration and inject the manufacturer's recommended lubrication into the bearings.
- 1.1.1.10 CONTROL PANEL: The Contractor shall check the control panel for messages and readings and test the control panel to verify that all function keys, scroll keys, tabulator keys, display panel, general alarm, light emitting diode (LED), voltage on LED, and automatic operation LED are operational and functioning. The Contractor shall test the automatic monitoring system to insure that the continuous monitoring of the element oil temperature, oil filters, air/oil separator, air filter, water outlet temperature and compressed air outlet pressure are operational and are able to provide a warning if their programmed pre-shutdown limits are reached.
- 1.1.1.11 OPERATIONAL INSPECTION: The Contractor shall inspect the overall automatic operation of the air compressor while in the operational mode for excessive noises, vibrations, compressed air, water and oil leaks. If operational vibrations, noises and/or leaks that cannot be corrected with minor repairs and/or adjustments, the Contractor shall secure the air compressor and/or component to perform the repairs. The Contractor shall notify the COR of the repairs required along with the necessary shutdown time to accomplish the work.
- 1.1.1.12 ELECTRICAL INSPECTION: The Contractor shall inspect all wiring for fraying, corrosion, damage and loose connections. The Contractor shall inspect wiring insulation for cracking, burnt areas and missing insulation and inspect the line contactor, start contactor and delta contactors for pitting, arcing and chattering.

- 1.1.1.13 **COMPRESSOR ROTATION:** The Contractor shall attempt to balance the total operating hours between both compressors.
- 1.1.1.14 **COMPRESSOR COOLING WATER SYSTEM:** The Contractor shall inspect the on line cooling water pump for proper flow, pressure and operation. The Contractor shall inspect the pump for leaks, excessive noise and vibration. The Contractor shall also inspect the pump motor for excessive vibration, noise and heat and inspect all cooling piping, valves and flexible connectors for proper support, leaks and corrosion. Every thirty days, the Contractor shall rotate the pump's operating time by switching the "stand-by" pump to the "in service" mode and place the "in service" pump in the "stand-by" mode.
- 1.1.2 **AUTOMATIC HEATLESS REGENERATIVE COMPRESSED AIR DRYER**
- 1.1.2.1 **OPERATIONAL INSPECTION:** The Contractor shall inspect and verify that the compressed air dryer is continuously and automatically drying compressed air. The Contractor shall inspect the dryer and compressed air piping for leaks, loose components and vibration and repair, adjust or tighten as needed. The Contractor shall inspect the dryer to insure that the compressed air is flowing through one of the drying towers (bypass line should be closed) and ensure that one tower is in the "on line" cycle drying compressed air while the other tower is in the "regenerating" cycle and/or "tower pressurizing" cycle.
- 1.1.2.2 **INSTRUMENT PANEL:** The Contractor shall inspect the instrument panel to insure all panel lights are operating properly and illuminate accordingly. Instrument panel lights include left and right tower generating, left and right tower drying, tower pressurizing, power on and failure to switch alarm. The Contractor shall inspect the programmable digital display dew point indicator for proper operation and dew point setting at 32 degrees Fahrenheit.
- 1.1.2.3 **TOWER SAFETY RELIEF VALVES:** The Contractor shall inspect, and repair or replace if required, the safety relief valves to insure that they are free of damage, accumulated dirt and oil which could impede its ability to operate. The Contractor shall also engage the relief valve by pulling the lift lever handle to insure its operation.
- 1.1.2.4 **TOWER PRESSURE GAUGES:** The Contractor shall inspect, and replace if required, the pressure gauge on each compressed air dryer tower for damage and proper operation and replace damaged and/or non operating pressure gauge(s).
- 1.1.2.5 **DRYER MUFFLERS:** The Contractor shall inspect the dryer mufflers for deterioration, vibration and excessive noise and replace if necessary.
- 1.1.2.6 **ELECTRICAL INSPECTION:** The Contractor shall inspect all compressed air dryer wiring for fraying, corrosion, damage and loose connections and shall inspect wiring insulation for cracking, burnt areas, and missing insulation.
- 1.1.2.7 **COMPRESSED AIR PIPING:** The Contractor shall inspect the compressed air distribution piping system for proper support, excessive vibration and leaks including all piping from

each air compressor, through the coalescing filters, heatless regenerative dryer, compressed air receiver and all remaining piping until it exits the basement area. The Contractor shall inspect all pressure gauges and thermometers associated with the compressed air piping for proper operation and inspect the pressure relief valves to insure they are free of damage, accumulated dirt, oil and corrosion.

- 1.1.2.8 **COMPRESSED AIR FILTERS:** The Contractor shall inspect the pre and post compressed air coalescing filters for accumulated moisture in the vessel and manually blow down. The Contractor shall inspect the differential pressure gauge on each filter to determine if the filters require replacement and shall check and adjust the automatic timers on the electric blow down valves to discharge a minimum of once per hour. The Contractor shall also increase the frequency if climate and operating conditions warrant the need to do so.
- 1.1.2.9 **COMPRESSED AIR RECEIVER:** The Contractor shall inspect the compressed air receiver for compressed air leaks and manually blow down the receiver tank of possible accumulated moisture. The Contractor shall check and adjust the automatic timer on the electric blow down valve to discharge a minimum of once per hour and increase the frequency if climate and operating conditions warrant the need to do so. The Contractor shall inspect the pressure relief valve to insure that it's free of damage, accumulated dirt, oil and corrosion which could impede its ability to operate. The Contractor shall also inspect the pressure gauge for proper operation and replace if necessary.
- 1.1.3 **COOLING TOWER**
 - 1.1.3.1 **TOWER OPERATION/CONDITION:** The Contractor shall inspect the cooling tower's overall condition for corrosion, scale build up and general deterioration. The Contractor shall inspect the cooling tower's operation for leaks, excessive noise, vibration and proper operation and adjust or tighten the unit as necessary. The Contractor shall scrape, clean and flush any debris and/or scale from the screen, fans, heat transfer sections and cold water basin of cooling tower. The Contractor shall inspect spray nozzles for proper spray pattern and scale build-up and scrape or clean as necessary. The Contractor shall also remove and clean sump strainer.
 - 1.1.3.2 **BELT DRIVE SYSTEM:** The Contractor shall inspect the drive belts for wear, deterioration, and proper alignment and replace as necessary. The Contractor shall check the locking collars on each fans bearing assembly for looseness and tighten as required. The Contractor shall check the fan for the correct rotation as indicated by the arrow located on the unit.
 - 1.1.3.3 **MOTOR/FAN BEARINGS:** The Contractor shall inspect the fan shaft and motor bearing for excessive heat, noise and vibration and adjust or tighten as necessary.
 - 1.1.3.4 **AUTOMATIC FILL:** The Contractor shall inspect the float assembly for accumulated debris, scale build up and proper operation and clean and adjust as necessary. The Contractor shall adjust the float to maintain a water level of 13 ½ inches measured from the bottom of the pan.

1.1.3.5 TOWER PIPING: The Contractor shall inspect the cooling tower piping for corrosion, vibration and leaks and adjust or tighten as necessary.

1.1.3.6 WATER TREATMENT: The Contractor shall inspect, test and adjust (if necessary) the automatic chemical feed system to meet manufacturer’s requirements to control tower water scale, corrosion and suspended solids. The Contractor shall insure that the amount of chemicals is available to meet water treatment requirements. The manufacturer’s water treatment requirements are as follows:

READING	OPERATING RANGE
Ph	7.0 to 9.01
Hardness as Ca CO3	30 to 500 PPM
Alkalinity Dissolved Solids	500 PPM maximum
Total Dissolve Solids	1000 PPM maximum
Chlorides	125 PPM maximum
Sulfates	125 PPM maximum

1.1.3.7 BIOLOGICAL TREATMENT: The Contractor shall inspect, test and adjust (if necessary) the automatic chemical feed system to prevent tower water slime and algae growth. The Contractor shall insure that the amount of chemicals is available to meet biological treatment requirements.

1.1.3.8 WATER/BIOLOGICAL TREATMENT TRANSFER SYSTEM: The Contractor shall inspect the water and biological treatment pumps, tubing and piping for proper support, leaks and proper operation.

1.1.3.9 CONDUCTIVITY CONTROLLER: The Contractor shall check the conductivity reading to determine if the tower water is within the prescribed operating range. If the conductivity readings are not within the prescribed operating range, the Contractor shall perform the necessary adjustment, maintenance, and/or repairs to return the reading to their prescribed range.

1.1.3.10 ELECTRICAL INSPECTION: The Contractor shall inspect all electrical wiring for fraying, corrosion, damage and loose connections. The Contractor shall inspect the wiring insulation for cracking, burnt areas and missing insulation and inspect the sump heater, thermostat and temperature setting for proper operation and freeze protection.

1.2 PREVENTATIVE MAINTENANCE

1.2.1 PREVENTATIVE MAINTENANCE SCHEDULE: The Contractor shall be responsible for performing the manufacturer’s recommended preventative maintenance in accordance with the following schedule:

COMPRESSED AIR SYSTEM

<i>DESCRIPTION</i>	<i>FREQUENCY</i>
Replace pressure relief valve on compressed air receiver tank	Annual
Replace pressure relief valve on compressed air piping	Annual

AIR COMPRESSORS (2) EACH

<i>DESCRIPTION</i>	<i>FREQUENCY</i>
Remove, dismantle and clean float valve on condensate traps	Quarterly
Change oil and oil filter	Semi Annual
Replace air intake filters	Semi Annual
Replace air/oil separator	Semi Annual
Replace safety relief valves	Annual
Test temperature shutdown functions	Annual
Grease motor drive bearings	Annual
Perform operational test of electrical interlockings and pre-shut down limits	Annual
Remove, clean, inspect, and replace restrictors (each compressor)	Annual

HEATLESS REGENERATIVE COMPRESSED AIR DRYER

<i>DESCRIPTION</i>	<i>FREQUENCY</i>
Replace pre/post compressed air filter cartridges	Semi Annual
Remove a sample of drying media and factory test for drying capability	Annual
Replace safety relief valves	Annual

COOLING TOWER

<i>DESCRIPTION</i>	<i>FREQUENCY</i>
Inspect heat transfer section	Monthly
Inspect spray nozzles	Monthly
Lubricate fan and motor bearings	Semi Annual
Perform cleaning of cooling tower (See 1.2.2)	Annual
Replace fan belts	Annual

- 1.2.2 ANNUAL COOLING TOWER CLEANING DESCRIPTION: The Contractor shall coordinate with the COR to schedule a weekend (Saturday) outage to secure the Compressed Air Generating Facility to perform the annual cleaning of the cooling tower. Prior to performing any cleaning of the cooling tower, the Contractor shall "LOCK OUT AND TAG OUT" the electrical power to the cooling tower. The Contractor shall remove the eliminators and perform a cleaning and inspection. The Contractor shall also inspect, clean and remove all accumulated debris from the interior of the cooling tower and clean and flush the sump and sump strainer. The Contractor shall inspect and clean the spray nozzles and replace any deteriorated rubber grommets as required. The Contractor shall inspect and clean the wet deck and coil as required and shall pressure wash and clean the entire interior of the cooling tower. Finally, the Contractor shall remove any accumulated scale that is present on the interior of the cooling tower. Upon completion of all cooling tower cleaning, the Contractor shall inspect the cooling tower and provide the Government with a written report of the overall condition of the cooling tower. If repairs are required, the Contractor shall provide the Government with a written estimate of labor and materials to perform these repairs.
- 1.3 **UNSCHEDULED REPAIR WORK:** If during weekly servicing, maintenance, inspections, testing, adjusting, validations and recordings, operational deficiencies are discovered, the deficiency shall be identified and entered on the Contractor's submitted weekly service visit ticket. In addition to the documented deficiency, the Contractor shall provide a detailed cost estimate of labor and materials necessary to correct the deficiency. The deficiency and the estimate of the repair work shall be reviewed by the COR for validation and authorization.

2. SERVICES SUMMARY

Item	Performance Objective	PWS Paragraph	Performance Threshold	Method of Surveillance
PO-1	Contractor performs weekly preventative maintenance in accordance with manufacturer's specifications and completes the log sheet.	1.1	Log sheet is completed accurately and given to the COR or *** at the end of each weekly trip.	Inspection
PO-2	Contractor performs scheduled preventative maintenance in accordance with manufacturer's specifications.	1.2	Equipment is fully operational 90% of the time.	Inspection
PO-3	Contractor provides a detailed cost estimate of labor and materials for unscheduled repair work.	1.3	Incomplete estimate will be returned and authorization for repair will be withheld until a complete estimate is received.	Inspection
PO-4	Contractor completes validated and authorized unscheduled repair work in accordance with manufacturer's specifications.	1.3	The contractor shall perform work no later than one week of authorization.	Inspection
PO-5	Contractor ensures compliance with working environmental concerns.	3	The contractor shall comply 100% of the time.	Periodic Inspections and Customer Complaints

3. WORKING ENVIRONMENTAL CONCERNS

- 3.1 **HOUSEKEEPING:** During the contract period, the Contractor shall be responsible for maintaining a clean environment in, on and around all equipment, their surfaces and systems associated with the compressed air generating facility. All generating equipment, components and systems shall be maintained in a manner to be free from accumulations of dirt, dust, grease, oil, etc. at all times. Any debris collected during housekeeping may be disposed of utilizing the refuse dumpster located outside of the generating facility (Building 149), as long as this debris does not create an environmental hazard and/or fire hazard. The disposal of metal debris and/or recyclable materials in the dumpster is prohibited.
- 3.2 **WASTE MANAGEMENT:** The Contractor shall be responsible for ensuring, to the maximum extent possible, that any waste generated from this contract is diverted from landfills and incinerators and either recycled and/or reused. Waste that can be considered for recycling or reuse includes metals, concrete, gypsum products, paper and cardboard, wood products, masonry, carpet, plastics mechanical and electrical products and equipment. The Contractor shall be permitted to retain any profit from the sale of recycled or reused waste. The Contractor shall be required to submit to the Contracting Officer within 15 days of the end of the contract, all records of waste generated from the contract. This report should include: waste category; total amount of waste (in pounds or tons); amount and type of waste recycled or reused; name of recycling facilities used; amount and type of waste landfilled and/or incinerated; name of landfill and/or incinerator used. The Contractor shall be permitted and encouraged to use NRL "Cardboard ONLY" dumpsters for disposal of emptied and flattened cardboard products. Only cardboard is permitted to be disposed of on NRL property in this manner.
- 3.3 **ENVIRONMENTAL MANAGEMENT SYSTEM INFORMATION:** The Contractor shall be aware that the Naval Research Laboratory has implemented an Environmental Management System (EMS) as directed by Executive Order 13423 *Strengthening Federal Environmental, Energy and Transportation Management*. EMS policy requires a reduction in hazardous waste disposal through alternate recycling and reclamation efforts. The Contractor shall be aware that the work activities related to this contract can cause real or potential significant environmental impact; thus, the Contractor shall competently perform all duties and responsibilities with a commitment to EMS policy. Pollution Prevention and Right-to-Know Information shall be observed during the duration of this contract.

4. WORK AND EQUIPMENT INFORMATION

- 4.1 **EXECUTION OF WORK:** All weekly checkpoints shall be performed on the first day of each week (Monday) and during normal hours of operation, 7:00 am through 4:30 pm. If in the event that Monday is a Federal Holiday, the scheduled work shall be performed on the next day (Tuesday).

4.2 **LOCATION OF WORK:**

Naval Research Laboratory
 4555 Overlook Avenue, SW
 Washington, DC 20375
 Building 149, Basement and South Exterior

4.3 **EQUIPMENT:** The following is the equipment shall be maintained under this contract:

Air Compressors (2)	Atlas-Copco	Model GA75W	50 Horse Power	460 CFM Rated
Compressed Air Dryer	Zeks	Heatless Regenerative	1100 CFM @ 100 PSI	
Compressed Air Filters (2)	Zeks	Coalescing Type	1100 CFM @ 100 PSI	
Cooling Tower Pumps (2)	Bell & Gossett	2 HP, Close Coupled	59 Feet Head	40 GPM
Cooling Tower	Baltimore A/C	Model F1721	Serial Number 97100909	Belts B77
Compressed Air Receiver	John Wood Tank Company	Serial Number 765181	Size 42" X 9'	125 PSI Relief Valve

QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
STATION AIR COMPRESSORS
MAINTENANCE CONTRACT
BUILDING 149
NAVAL RESEARCH LABORATORY
WASHINGTON, D.C.

1. OBJECTIVES AND RESPONSIBILITIES

OBJECTIVE: The objective of this contract is to provide all labor, materials, and equipment necessary to service, perform preventative maintenance and repairs on two (2) station air compressors, two (2) compressed air filters, one (1) heatless regenerative compressed air dryer and one (1) cooling tower in accordance with the manufacturer's specifications and the Performance Work Statement (PWS). This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate the contractor's actions while implementing the PWS. It is designed to provide an effective surveillance method of monitoring contractor performance for each performance objective listed in the Services Summary (SS) in the PWS. The QASP provides a systematic method to evaluate the services and products the contractor is required to furnish. This QASP is based on the premise that the contractor and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government Quality Assurance Personnel (COR) is to ensure contract standards are achieved. In this contract, the quality control program is the driver for service quality. The contractor is required to have in place a comprehensive program of inspections and monitoring actions.

1.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) RESPONSIBILITIES

- 1.1.1 Ensure supplies or services rendered by the contractor meet contract requirements.
- 1.1.2 Notify the Contracting Officer (KO) and the contractor of any performance deficiencies in writing or by email.
- 1.1.3 Assist the KO in determination of what portion of the contract has not been performed.
- 1.1.4 Ensure discrepancy reports are accurate and reported properly.
- 1.1.5 Identify areas that warrant a change in assessment method, frequency or performance threshold and develop those changes.
- 1.1.6 Maintain an accurate documentation of contractor assessment activities as required by the QASP and reports the results of contractor assessment activities to the KO.
- 1.1.7 Serve as primary coordinator for KO.
- 1.1.8 Maintain a contract file in accordance with the QASP.
- 1.1.9 Submit all requests for corrective action to the KO.
- 1.1.10 Inspect and accept contractor services at the completion of each contract payment period.
- 1.1.11 Certify services actually received.

1.2 **CONTRACTING OFFICER (KO) RESPONSIBILITIES**

- 1.2.1 Lead authority on the QASP.
- 1.2.2 Maintain suitable records reflecting decisions regarding the acceptability of the requirements as well as actions to correct defects.
- 1.2.3 Reflect re-performance and/or reduction of price of contract when services are not performed or do not meet contract requirements.
- 1.2.4 Determine the amount withheld constitutes a reasonable estimate of the contractor's potential liability.
- 1.2.5 Ensure that the withholdings represent an amount commensurate with the reasonable value of such services.
- 1.2.6 Ensure past performance inputs are prepared thereby documenting any performance issues.
- 1.2.7 Include in the contract file documentation of nonperformance and actions taken.
- 1.2.8 Keep communications lines open with the contractor regarding performance issue.

1.3 **CONTRACTOR RESPONSIBILITIES**

- 1.3.1 Is responsible to render for acceptance only those services that conform to contract requirements.
- 1.3.2 Identify opportunities to improve performance throughout the life of the contract— benchmarking, assessing risk and providing feedback to the COR and KO.

2. SERVICES SUMMARY

Item	Performance Objective	PWS Paragraph	Performance Threshold	Method of Surveillance
PO-1	Contractor performs weekly preventative maintenance in accordance with manufacturer's specifications and completes the log sheet.	1.1	Log sheet is completed accurately and given to the COR at the end of each weekly trip.	Inspection
PO-2	Contractor performs scheduled preventative maintenance in accordance with manufacturer's specifications.	1.2	Equipment is fully operational 90% of the time.	Inspection
PO-3	Contractor provides a detailed cost estimate of labor and materials for unscheduled repair work.	1.3	Incomplete estimate will be returned and authorization for repair will be withheld until a complete estimate is received.	Inspection
PO-4	Contractor completes validated and authorized unscheduled repair work in accordance with manufacturer's specifications.	1.3	The contractor shall perform work no later than one week of authorization.	Inspection
PO-5	Contractor ensures compliance with working environmental concerns.	3	The contractor shall comply 100% of the time.	Periodic Inspections and Customer Complaints

3. PROCEDURES

- 3.1 The COR will perform inspections to ensure contractor compliance with the appropriate paragraphs of the PWS and will record the results of the inspection, noting the date and time of the inspection. If the inspection indicates unacceptable performance, the COR will notify the contractor and the time after notification to correct the unacceptable performance, if such correction is possible. The length of time allowed to correct the problem will depend upon the requirement and the deficiency.

- 3.2 The COR will not consider the services complete until all deficiencies have been corrected. Deficiencies not corrected or estimated dates of completion that are not acceptable to the COR will be forwarded to the KO for action. If re-performance is not a possibility the KO will deduct the amount of funds required to purchase the services from the contract.
- 3.3 The COR will inspect and accept contractor services at the completion of each service event. The COR will certify services actually received under this contract via a memorandum or email.

4. METHODS OF SURVEILLANCE

4.1 *INSPECTION*

- 4.1.1 Applicability: All Performance Objectives
- 4.1.2 Frequency: Frequency determined by the COR based upon PWS requirements
- 4.1.3 Acceptable Quality Level: Compliance with all Performance Thresholds
- 4.1.4 Unacceptable Quality Level: Noncompliance with all Performance Thresholds
- 4.1.5 Procedure: The COR will visually inspect the contractor's work and annotate results. If inspections indicate performance objectives have not been met, the COR will notify the contractor's Point of Contact (POC) of the deficiencies for correction. The contractor will be given an appropriate time frame, each dependent on the discrepancy identified, after notification to correct the unacceptable performance. If deficiencies are not corrected within the required time frame, the COR will contact the KO for action. If the contractor disagrees with the noted discrepancy and an agreement cannot be reached, the KO shall be notified for a final decision.
- 4.1.6 Records: The COR will retain and file records of the contractor's performance. These records will be used for updating the contractor's Past Performance information, as maintained by the Past Performance Information Retrieval System (PPIRS).
- 4.1.7 Remedies for Noncompliance: If deficiencies are not corrected or re-performed with the agreed upon time, the COR will notify the KO for action. If the contractor disagrees with the noted discrepancy and an agreement cannot be reached, the KO will be notified for a final decision.

4.2 *CUSTOMER COMPLAINTS*

- 4.2.1 Applicability: PO-5 Only
- 4.2.2 Frequency: When unsatisfactory services are noted.
- 4.2.3 Acceptable Quality Level: Compliance with Performance Threshold.

- 4.2.4 Unacceptable Quality Level: Noncompliance with Performance Threshold
- 4.2.5 Procedure: Any customer who observes unacceptable services, either incomplete or not performed, for the performance objective may generate a Customer Complaint in writing or by email to the COR, who will validate the complaint in accordance with the PWS. The COR must evaluate each complaint on a case-by-case basis. If any government action or lack of action caused unacceptable performance, the complaint is not valid.
- 4.2.6 Notification: Upon validation, the COR will contact the contractor's POC in writing or by email within one work day of validation.
- 4.2.7 Contractor Response: The contractor shall provide a written or emailed response including the contractor's corrective plan to ensure current and future compliance.
- 4.2.8 Records: The COR will retain and file records of the contractor's performance. These records will be used for updating the contractor's Past Performance information, as maintained by the Past Performance Information Retrieval System (PPIRS).
- 4.2.9 Remedies for Noncompliance: If deficiencies are not corrected or re-performed with the agreed upon time, the COR will notify the KO for action. If the contractor disagrees with the noted discrepancy and an agreement cannot be reached, the KO will be notified for a final decision.

WD 05-2104 (Rev.-5) was first posted on www.wdol.gov on 07/10/2007

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.: 2005-2104
 Revision No.: 5
 Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
 Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
 George, Loudoun, Prince William, Stafford

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01

ATTACHMENT NUMBER: 4

01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79

ATTACHMENT NUMBER: 4

12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72

ATTACHMENT NUMBER: 4

15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.26
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38

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23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51

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27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54

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31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of 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 4174)

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) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

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work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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