

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING D0-C9	PAGE OF PAGES 1 75					
2. CONTRACT NO.		3. SOLICITATION NO. W91CRB-05-R-0002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 10 Nov 2004		6. REQUISITION/PURCHASE NO. W81C5M4260S201			
7. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB UNIQUE MISSIONS DIVISION ATTN: AMSRD-ACC-U 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 CODE W91CRB TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b> CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> 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 <u>Building 4118, APG, MD 210</u> until <u>04:00 PM</u> local time <u>15 Dec 2004</u> (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 SHERRI L. COMER			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 410-278-0867			C. E-MAIL ADDRESS Sherri.Comer@apg.army.mil			
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
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 ITEM (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Dollars, U.S.		
	BASE YEAR				
	T&M				
	PERIOD OF PERFORMANCE: Date of Contract Award through 12 Months				
	Contractor shall perform non-personal services in accordance with the Statement of Work.				
	Cost must be broken out on Attachment 01 - Estimated Hours.				
	PURCHASE REQUEST NUMBER: W81C5M4260S201				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		1	Dollars, U.S.		
OPTION	OPTION YEAR 1				
	T&M				
	PERIOD OF PERFORMANCE: Month 13 through Month 24				
	Contractor shall perform non-personal services in accordance with the Statement of Work.				
	Costs must be broken down on Attachment 01 - Estimated Hours.				
	PURCHASE REQUEST NUMBER: W81C5M4260S201				
				TOT MAX PRICE	
				CEILING PRICE	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Dollars, U.S.		

OPTION OPTION YEAR 2  
T&M  
PERIOD OF PERFORMANCE: Month 25 through Month 37

Contractor shall perform non-personal services in accordance with the Statement of Work.

Costs must be broken out on Attachment 01 - Estimated Hours  
PURCHASE REQUEST NUMBER: W81C5M4260S201

TOT MAX PRICE  
CEILING PRICE

FOB: Destination

## Section C - Descriptions and Specifications

STATEMENT OF WORK

9 Nov 04

**SECTION C.1.  
STATEMENT OF WORK (SOW)****C.1. GENERAL.**

**C.1.1. SCOPE OF WORK.** The contractor shall provide personnel, management, transportation, material, and equipment (except as specified herein as Government-furnished) to perform Machining, Welding and Fabrication functions primarily at the U.S. Army Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Maryland, including Aberdeen, Edgewood, Grace's Quarters, and Churchville Test Areas of APG, Maryland. Occasional support may be required at locations other than APG to include Continental United States (CONUS) and Outside CONUS (OCONUS).

**C.1.2. BACKGROUND INFORMATION.** ATC is one of Department of Defense's (DOD) foremost test and training ranges supporting both military and commercial materiel developers by testing a broad spectrum of equipment throughout the life cycle, from concept through deployment. ATC is a tenant on APG and encompasses land and water totaling approximately 70,000 acres with an extensive inventory of facilities. ATC is organized by core competencies, and the contractor shall provide services to the following Cores as part of an integrated team: Automotive, Command Staff, Firepower, Future Force, Survivability/Lethality, Technology, and Warfighter.

**C.1.3. PERSONNEL.****C.1.3.1. General.**

**C.1.3.1.1.** For the purpose of this SOW, the term contractor applies to all contractor employees, subcontractor employees, and any other persons acting on behalf of the contractor to perform work in this SOW. Contractor employees shall be trained, qualified, certified, and licensed in accordance with the requirements specified in this SOW prior to starting work with the exception of the training that is identified as Government-furnished. The contractor shall maintain records of training, qualifications, certifications and licenses and shall ensure that the employees remain fully qualified. All contractor personnel shall be able to speak, read, write, and understand English.

**C.1.3.1.2. Resumes.** Five calendar days prior to the start date of this contract, the contractor shall submit resumes to the Government for all employees who will be employed under this SOW. Additionally, five calendar days prior to the start date of all new employees hired during the life of the contract, the contractor shall submit these resumes to the Government. The Government will review the resumes within two workdays of receipt to ensure the employees meet the qualifications identified in this SOW.

**C.1.3.1.3.** Only contractor personnel paid for under this contract can occupy office space on APG.

**C.1.3.1.4. Hazardous Conditions.** Contractor personnel may be exposed to the following conditions during performance of work:

- High noise levels (impulse and steady state);
- Proximity to electric power sources of high voltage and/or amperage;
- Working with lead acid batteries, radioactive materials, and ammunition;
- Working outside in the full range of weather conditions;
- Working with engines and generators fueled with gasoline, diesel, and aviation fuels;
- Lifting, pulling, pushing and climbing on equipment under all anticipated outdoor weather conditions;
- Working with laboratory chemicals that may include: organics, solvents, acids, and bases;

- Working at various heights;
- Working in extremely muddy and dusty conditions;
- Eye hazards associated with vehicle operation and repair;
- Working with lead and heavy metals;
- Working in climatic chambers where the temperatures vary from -60 degrees to +125 degrees Fahrenheit;
- Radioactive materials;
- Water, soil and vapors contaminated with agent and/or non-agent chemical compounds;
- Exposure to animal/insects and poison ivy/oak, etc;
- Confined spaces; and,
- Ordnance and explosive materials.

#### C.1.3.2. **Program Management and Key Personnel.**

C.1.3.2.1. The contractor shall provide an onsite Program Manager (PM) who shall be physically present during normal duty hours and perform overall management of the SOW. The PM shall be the contractor's primary point of contact and shall have the authority to make decisions on all matters on behalf of the contractor. The PM shall interact primarily with the Contracting Officer's Representative (COR), Alternate COR (ACOR), Technical Points of Contacts (TPOCs), and Contracting Officer's Technical Representatives (COTRs). The contractor shall designate an alternate who shall be authorized to make decisions in the absence of the PM.

C.1.3.2.2. Key personnel for this SOW is the Program Manager.

C.1.3.2.3. Five calendar days prior to start of performance, the contractor shall submit to the Government, in writing, the name, address, home and office telephone numbers of the PM.

C.1.3.3. **Manning Requirements.** The contractor shall provide personnel as required to meet variable workload demands, as ordered by the Contracting Officer through delivery orders. Each delivery order will set forth the estimated hours per labor category, estimated travel requirements, and estimated costs for materials and facilities. Variations in the total number of active test projects and other assigned responsibilities require that the contractor make provisions for accommodating a range in work-force size without adversely affecting performance. Estimated hours are shown in Attachment 1.

C.1.3.4. **Labor Category Qualifications and Job Descriptions.** Specific qualifications and job descriptions for each labor category are included in Attachment 2. Job descriptions for positions that are listed in the applicable Wage Determination are identified with an asterisk (\*). The contractor shall be responsible for providing personnel meeting or exceeding these qualifications. Even though there may be some progression in these labor categories, promotions are not automatic when the minimum qualifications are met; rather, skill levels are determined by workload requirements as reflected in the delivery orders.

C.1.3.5. **Standards of Conduct.** All contractor personnel shall comply with Aberdeen Proving Ground Regulation (APGR) 690-4 and DOD 5500.7-R. The contractor shall enforce standards of employee conduct and take disciplinary action, as necessary. Employees shall not participate in disruptive activities or interfere with operations.

C.1.3.5.1. **Personal Appearance.** The contractor shall ensure that contractor personnel maintain a clean, neat appearance while on duty, and are properly attired for accomplishment of their duties.

C.1.3.5.2. **Sexual Harassment.** In accordance with ATC Policy Memorandum 3, sexual harassment will not be tolerated in ATC. All contractor employees are expected to be in full compliance with the highest social and professional standards at all times.

C.1.3.5.3. **Violence in the Workplace.** In accordance with ATC Policy Memorandum 6, violence in the workplace will not be tolerated in ATC. All contractor employees are expected to treat fellow employees and all other individuals with courtesy, respect, and professionalism.

C.1.3.5.4. **Removal of Personnel.** The Government will require the contractor to remove any employee from the job site for reasons of misconduct; noncompliance with safety, environmental, and security requirements; or if found to be, or suspected of being, under the influence of alcohol, drugs, or incapacitating agent. The removal of a contractor employee from the job site shall not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this SOW.

C.1.3.6. **Drug-Free Workplace.** The contractor shall implement and maintain a Drug-Free Workplace program in accordance with Federal Acquisition Regulation (FAR) 23.5 and Army Regulation (AR) 600-85. The contractor shall establish a program to test for the use of illegal drugs by current and potential employees in sensitive positions, as designated by the Commander, ATC. The contractor shall provide annual drug and alcohol testing and training to all employees assigned to testing designated positions. The Government may require the contractor to test employees suspected of being under the influence of alcohol, drugs, or incapacitating agents.

C.1.3.7. **Conflict of Interest.** Since this SOW requires the contractor to provide support involving items developed by commercial firms, the contractor shall not employ any person whose employment under the contract could in any way result in a conflict of interest.

C.1.3.8. **Identification of Contractor Personnel.**

C.1.3.8.1. The contractor shall ensure all personnel prominently display their nametags at all times while in a work status. Nametags are described in Section C.4.

C.1.3.8.2. The contractor shall ensure all personnel identify themselves as a contractor employee (with the name of their company) when answering the telephone, using the email system, and when attending meetings.

C.1.4. **INTERFACE WITH GOVERNMENT CIVILIANS, SOLDIERS, AND OTHER CONTRACTOR PERSONNEL.** The COR and the ACOR are the primary Government liaisons with the contractor; however, the following personnel are authorized to interact with the contractor's designated working leaders:

C.1.4.1. COTRs/TPOCs will notify the contractor's working leaders of the projects requiring contractor support providing the job order number, project number (if applicable), and an overview of the project requirements, if necessary.

C.1.4.2. COTRs/TPOCs, test directors and other technical experts (civilians, contractors, or soldiers) will provide on-site technical direction, to include clarification and/or changes to the test plan, Test Operating Procedure (TOP)/Internal TOP, and Standing Operating Procedure (SOP). The test director has the authority to make changes to test procedures and test set-up in order to ensure that test data is properly and safely collected.

C.1.4.3. The following personnel shall have the authority to stop operations for safety, health, security, or environmental reasons: CORs, ACORs, COTRs, TPOCs, test directors, safety engineers, safety and occupational health specialists, range safety inspectors, industrial hygienists, environmental protection specialists, security specialists, Radiation Protection Officer, ATC supervisors and team leaders, and contractor employees. The individual who stops an operation shall notify the COR, who will contact the contractor regarding corrective actions that shall be taken before the operation resumes.

C.1.4.4. The Government has other test support contracts. The contractor shall work cooperatively with these service providers to include occasionally sharing Government facilities and equipment. Additional direction regarding interface with other contractors will be provided by the COR. The contractor shall notify the COR of disputes with other contractors within 2 hours from the time the dispute occurs.

**C.1.5. HOURS OF NORMAL OPERATION.**

C.1.5.1. ATC is currently operating under an alternative work schedule as described in ATC Regulation 690-9. The contractor shall also work the alternative work schedule which is 8 workdays of 9 hours each, 1 workday of 8 hours, and every other Friday is their Regular-Day-Off (RDO) as depicted below. The 29 CFR Part 778.105 states that an employee’s workweek is a fixed and regularly recurring period of 168 hours – seven consecutive 24-hour periods, and that the workweek does not have to coincide with the calendar week and may begin on any day and at any hour of the day. Therefore, the contractor shall adjust the start and end time of the workweek so that the normal pay-week does not exceed 40 hours.

	M	T	W	T	F	S	S
Week 1	9	9	9	9	8		
Week 2	9	9	9	9	Off		

Currently, normal hours of operation are 0700 - 1630 (including a 30-minute meal period) Monday through Thursday. Normal hours of operation for the work-Friday is 0700 - 1530 (including a 30-minute meal period). Deviations from the normal hours of operation may be required to meet the requirements of this SOW.

C.1.5.2. The Government has the option to permanently change the hours and days of operation or require additional shifts. Normal hours of operation for the second and third shifts are 1600 - 0030 and 2330 - 0800, respectively, (including a 30-minute meal period), five days a week, eight hours a day.

C.1.5.3. Some tasks may be designated as part-time and require less hours per day than a full day and/or less days per week than a full week. The COR will designate these positions.

C.1.5.4. The contractor shall work outside of normal duty hours as necessary to meet the requirements of this SOW. Notification to work outside normal hours of operation to support Government requirements may be received with as little as one hour advance notice. Employees shall not work overtime or on Federal holidays unless approved in advance by the COR/ACOR.

C.1.5.5. Inclement weather conditions may force a temporary shutdown of APG. The local radio stations will announce any such delays or closures.

C.1.5.6. Federal Holidays are listed in Section C.2.

C.1.5.7. The contractor shall comply with APG and ATC energy savings measures to curtail operations at designated times during the year and at which times Government buildings do not have heating/air conditioning. Contractor employees required to work during those periods may be required to report to an alternate work site. Only personnel necessary for essential work will be scheduled for duty during these periods. The COR will notify the contractor of the dates of curtailment and of any contractor employees required to work on those dates.

**C.1.6. SECURITY.**

C.1.6.1. **Facility Clearance.** The contractor shall possess or be capable of obtaining a Secret Facility Clearance as prescribed by DD Form 254, Contract Security Classification Specification (Attachment 3). Request for sponsorship for a facility clearance shall be made in writing to the Contracting Officer or designated representative.

### C.1.6.2. Personnel Security Clearances.

C.1.6.2.1. All contractor employees shall possess or be capable of acquiring a SECRET clearance. A visit authorization letter shall be prepared on company letterhead, verified and signed by the Facility Security Officer (FSO) or Alternate FSO, and submitted to the ATC Visitor Desk in accordance with ATC Policy Letter 12 and ATC Regulation 380-1 at Phase-In. In addition, the contractor shall prepare a roster of current employees with each employee's name, social security number, and level of security clearance. This roster shall be verified and signed by the FSO or Alternate FSO and submitted to the COR at Phase-In. The roster shall be updated as required to reflect any changes in employees' status or information.

C.1.6.2.2. **Special Access Programs.** Approximately two contractor employees shall support Special Access Programs (SAP) on an as needed basis. The contractor shall ensure that investigative requirements for personnel supporting SAPs are submitted in accordance with AR 380-381. Personnel supporting SAPs shall be subject to random counter-intelligence polygraph examinations. Employees who refuse to sign an agreement to undergo a polygraph examination cannot access SAP information.

C.1.6.2.3. **Automation Information Systems (AIS) Access.** The contractor shall designate Automation Data Processing (ADP) positions for all personnel requiring access to AIS in accordance with AR 380-19. The contractor shall request the appropriate personnel security investigation based upon the ADP position designation. The investigations must be favorably completed prior to employees being permitted access to AIS and being placed in an ADP position. The contractor shall prepare a list identifying the ADP positions designations and submit to the ATC Information Assurance Manager (IAM) during Phase-In.

C.1.6.2.4. **Reports of Adverse Information.** The contractor shall report to the ATC Security Manager all adverse information on contractor personnel such as security violations, arrests, bankruptcy, wage garnishments and denial, suspension, or revocation of security clearances. The ATC Security Manager may deny employees' access into APG restricted areas based upon the adverse information.

C.1.6.3. **Installation Access.** All contractor personnel will comply with the requirements of APGR 190-4 for entry, exit, and internal control of personnel, material, and vehicles on APG. To gain access to APG, DA Form 1602, Civilian Identification Card, shall be issued to contractors who do not require computer access or do not travel on official Government business upon written approval from the COR. All vehicles and personnel are subject to search and seizure of contraband and/or unauthorized Government property in accordance with AR 190-13.

C.1.6.3.1. **Access into Restricted Areas.** Most areas of ATC are within the restricted areas of APG. Pending issuance of the employee's security clearance, unescorted access will be permitted into the APG restricted areas provided contractor personnel were the subject of a favorably completed National Agency Check (NAC) or Federal Bureau of Investigation (FBI) fingerprint check. Access to classified information will be precluded pending issuance of the security clearance. Unescorted access shall be authorized if no more than 24 months have lapsed since the date of the termination of the security clearance or break in service and there is no known adverse information.

C.1.6.3.2. **Photographic Security Identification Badges.** Photographic security identification badges will only be issued to contractor personnel in accordance with APGR 190-4. Photographic security identification badges shall be approved and issued by ATC Security personnel to contractor personnel upon written request from the COR and after the investigation or security clearance has been verified by the visit authorization letter. Contractor personnel shall wear the photographic security identification badges above the waist at all times when in the restricted areas of APG with the following exceptions: (a) when photography is ongoing and the employee is likely to be in the photograph, and (b) when the employee is actually working with a piece of equipment that could catch the security badge and endanger the safety of the employee. Contractor employees shall complete SSB Form 1226 acknowledging guidelines for photographic security identification badges.

**C.1.6.3.3. FBI Fingerprint Check Requests.** The contractor shall complete a SSB Form 1199, Application for Civilian Identification (ID) Card/Security Badge, and FD 258, Application for Finger Print Card, for each employee requiring unescorted access who does not meet one of the requirements identified above. Upon contract award, the contractor shall obtain required forms from the COR and return the completed forms to the COR within 10 working days. Until a favorable FBI fingerprint check is obtained or security clearance is granted, contractor personnel shall be continually escorted, into, out of, and within the restricted areas by other contractor personnel who possess a photographic security identification badge. Processing time for the FBI fingerprint check is approximately 45-60 days. The contractor shall advise employees that the FBI fingerprint check shall be used to review criminal history records and that adverse information may result in an employee being denied access into the restricted areas. The contractor shall be responsible for delays in the performance under this SOW caused by the disqualification of employees for photographic identification security badges.

**C.1.6.3.4. Common Access Card.** All contractor employees who require computer access or travel on official Government business shall complete a DD Form 1172-2, Application for Department of Defense Common Access Card Defense Enrollment Eligibility Reporting System (DEERS), to obtain a Government-furnished picture identification card from Garrison, APG Directorate of Law Enforcement and Security Office. In order to acquire a badge, contractor employees shall present an identification card containing their name and a recent photograph.

**C.1.6.3.5. Foreign Nationals/Immigrant Aliens.** Foreign nationals/immigrant aliens cannot be granted unescorted access to the restricted area, and shall not be scheduled to perform work under this SOW. However, when foreign nationals/immigrant aliens visit ATC, the contractor shall comply with ATC Regulation 380-1 and AR 380-10.

**C.1.6.4. Safeguarding Government Information and Property.** The contractor shall safeguard all Government information and property provided for contractor use. The contractor shall safeguard information and material designated as classified, unclassified sensitive, For Official Use Only (FOUO), Operations Security (OPSEC) sensitive, and Privacy Act Information in accordance with applicable directives in Section C.6. Contractor personnel who have access to the Army Test and Evaluation Command (ATEC) Decision Support System (ADSS) will not disclose ADSS information to any person or entity without explicit authority. Government-furnished property will be secured in accordance with AR 190-51.

**C.1.6.4.1. Loss or Possible Compromise of Classified Information.** The contractor shall immediately report the loss or possible compromise of classified information or material to ATC Security Manager X3228 or his designee in accordance with ATC Regulation 380-5.

**C.1.6.4.2. Automation Information Systems (AIS).** The contractor shall ensure that all AIS used by contractor personnel are protected and accredited in accordance with ATC Policy Letter 14 and the directives listed in Section C.6. The contractor shall recommend through the COR to the ATC IAM the appointment of an Information Systems Security Officer and alternate(s).

**C.1.6.5. Key Control.** The contractor will have access 24 hours a day, 7 days a week to all Government-shared facilities in accordance with AR 190-11, AR 190-51, AR 380-5, and ATC Regulation 380-8. The contractor shall develop and implement procedures to account for, control and safeguard metal and electronic keys received from the Government in accordance with above regulations.

**C.1.6.6. Security Training.** The contractor shall develop and implement a security education program to ensure contractor personnel understand and are familiar with security requirements. The contractor shall conduct security indoctrination for all new employees within 30 days after their arrival. Contractor personnel may attend ATC's annual refresher training; however, contractor personnel who are unable to attend the training shall receive the same training from contractor management. This training will include general security education, OPSEC awareness, Information Systems Security, Force Protection, and Subversion and Espionage Directed Against The Army (SAEDA). ATC Security personnel will conduct

indoctrination and termination briefings for contractor personnel supporting SAPs, and Anti-Terrorism/Force Protection training for contractor personnel traveling OCONUS.

**C.1.6.7. OPSEC Reviews.** All written (hard copy) and electronic material produced by the contractor which will be disseminated outside of ATC will be subject to an OPSEC review to be performed by the ATC OPSEC Officer prior to release.

**C.1.6.8. Departing Employees.** The contractor shall ensure all contractor employees return photographic security identification badges and Common Access Cards/ Identification Cards and all permits issued by the Government at the completion of their employment. An employment/installation clearance form will be developed by the contractor to include a signature block for the Government to certify that an employee has turned in all badges, Government property, and keys before leaving employment on the installation, and access to the Local Area Network (LAN)/email has been cancelled. A sample of the employment/installation clearance form will be provided at contract award that reflects the minimum information that must be captured on the form. Security badges will normally be returned to the ATC Security and Intelligence Team on the day they are collected. As a minimum, badges will be turned in the next business day if collected by the employer. Keys will be returned to the issuing key custodian prior to the employee departing ATC. In addition, contractor personnel briefed on SAPs shall contact ATC Security personnel to arrange to receive a termination briefing prior to termination of employment.

#### **C.1.7. SAFETY.**

**C.1.7.1. Safety Plan.** The contractor's safety policies shall comply with the provisions of Army, APG, ATC, and Occupational Safety and Health Administration (OSHA) regulations and directives in order to prevent accidents and preserve the life and health of contractor and Government personnel. In cases of conflicting requirements, the most stringent requirement shall apply. An initial safety orientation shall be conducted as a part of new employee in processing to include: safe work practices; proper use, care and maintenance of tools and equipment; and known hazards in work areas.

**C.1.7.2. Safety Meetings.** The contractor shall conduct safety meetings at least monthly for all employees in accordance with ATC Regulation 385-2, and upon request, attend Government safety meetings.

**C.1.7.3. Unsafe Procedures.** If contractor personnel determine a procedure is unsafe, they shall discontinue work immediately and contact their Program Manager who shall notify Safety personnel, the COR, and Range Control if range operations are involved. As soon as ATC's Safety and/or Range Control personnel determine that the unsafe conditions have been corrected, the COR will notify the contractor Program Manager that personnel shall resume work.

**C.1.7.4. Safety Procedures.** The contractor shall perform all operations in compliance with safety procedures described in ATC Policy Memorandum 5, CSTA Regulations 385-1 and 385-17, ATC Regulation 385-2, APGR 385-1, DOD 6055.9-STD, applicable SOPs, and supplementary Job Hazard Analyses (JHAs). Additionally, all contractor supervisors and employees shall read and be knowledgeable of the governing SOP(s) prior to signing the SOP(s) and starting the operation. All welding and cutting operations will comply with ATC SOP 385-6330.

**C.1.7.5. Personal Protective Equipment (PPE).** In accordance with ATC Policy Letter 17, all contractor personnel shall wear the appropriate PPE when in the following work areas: range areas where entrance is controlled by the Range Operations Team, industrial buildings, at construction sites, test sites and test facilities. Core Safety Representatives, in coordination with the ATC Safety Team, will assess other areas of ATC to determine if hazards are present which necessitate the use of PPE and train employees in the use, care, and maintenance of PPE. Failure to wear/use PPE may cause removal from the job site and/or seizure of non-compliant equipment/items. All PPE used at ATC will meet appropriate standards as described in Section C.4.

**C.1.7.6. Record of Accidents/Incidents.** The contractor shall comply with reporting requirements of 29 CFR Part 1904, AR 385-40, APGR 385-4, and ATC Regulation 385-2, and shall report accidents resulting in injury or death and accidents resulting in damage to Government property, supplies, and equipment to the COR or ACOR within 30 minutes of the occurrence. Additionally, contractors shall complete CSTE-DTC-AT-CS-SO Form 1072, Safety Investigation of Injury/Accident Report for Contractors, within 10 calendar days of the occurrence and submit it to the ATC Safety Office with a copy to the COR.

**C.1.7.7. Respirators.** Those contractor employees who are required to wear respirators shall complete a SSB Form 1245-R, Protective Mask/Respirator Request Form, signed by their doctor and submitted to the respirator point of contact at ATC Safety for respirator fit test and training.

**C.1.7.8. Medical Examinations.** As a result of the requirement for the medical examinations identified below, the contractor shall give the COR a biannual listing of personnel who have had the required physicals, types of physicals, and dates of physicals. In some cases, an exam or test is required prior to working in a particular area. An explanation of the abbreviations used in the table below are reflected in paragraph C.1.7.8.7.

C.1.7.8.1. Contractor personnel performing tasks in certain specialized areas shall submit to a urinalysis and/or in-vivo lung scan and laser eye examinations on a random basis.

C.1.7.8.2. Contractor employees who are exposed to loud noises shall receive the following examination.

Type of Test	<u>Preplacement</u>	<u>Annual</u>	<u>Operational</u>	<u>Termination</u>
Hearing Test	Yes ( c )	Yes ( c )	No	Yes ( c )

C.1.7.8.3. Contractor employees who possess a Commercial Driver's License shall receive the following examination:

Type of Test	<u>Preplacement</u>	<u>Every Other Year</u>	<u>Operational</u>	<u>Termination</u>
Physical Examination	Yes ( c )	Yes ( c )	No	No

**C.1.7.8.4. Radiation Hazards/Radioactive Materials.** Contractor employees may be exposed to radiation hazards or radioactive materials. Prior to working with radioactive materials, the contractor's employees shall receive radiation safety training (initial and annual). Contractor employees and their supervisor shall complete the following forms prior to being allowed to work in a radiation area.

- a. Protective Mask/Respirator Request Form, signed by the doctor and submitted to the respirator point of contact at ATC Safety for respirator fit test and training.
- b. STECS-SO Form 608, Information for Medical Clearance for Occupational Radiation Worker, supervisor input and medical clearance for radiation worker. (Attach to DD Form 1952 for Doctor's review during physical exam.)
- c. DD Form 1952, Dosimeter Application and Record of Occupational Radiation Exposure, annotated by the doctor in block 9 and submitted to the Radiation Protection Officer, ATC Command Staff.

C.1.7.8.5. Respirators.

C.1.7.8.5.1. Contractor employees who are required to wear respirators shall submit to a baseline Blood Lead Test and a Zinc Porphyrin (ZPP) Test or as required by ATC's Industrial Hygienist. Copies of

the test shall be provided to the COR prior to use of the respirators. The contractor shall comply with 29 CFR 1910.1025 regarding exposure to lead.

C.1.7.8.5.2. Contractor employees may be required to wear respirators and shall complete a Protective Mask/Respirator Request Form, signed by the doctor and submitted to the respirator point of contact at ATC Safety for respirator fit test and training.

C.1.7.8.6. In accordance with the Department of Transportation, Omnibus Transportation Employee Testing Act of 1991 and 49 CFR Parts 40 and 382, and the Commander’s Policy Letter on Mandatory Drug Testing, AMSSB-DIC, dated 6 Jan 03, contractor employees who are required to have a commercial driver’s license and who operate commercial motor vehicles shall be randomly drug tested at a minimum of 50% annually and randomly alcohol tested at a minimum of 10% annually. The contractor shall maintain a list of the aforementioned positions, randomly select the required numbers of persons to be tested, and schedule the test with laboratory certified by Department of Health and Human Services (DHHS).

Type of Test	<u>Preplacement</u>	<u>Annual</u>	<u>Operational</u>	<u>Termination</u>
Urinalysis	Yes (c)	50% of pool (c)	No	No
Alcohol Test	Yes (c)	10% of pool (c)	No	No

Commercial Motor Vehicles (CMV) included in this category are motor vehicles used in commerce to transport passengers or property if the motor vehicles:

- (1) Have a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- (2) Have a gross vehicle weight rating of 26,001 or more pounds; or
- (3) Are designed to transport 16 or more passengers, including the driver; or
- (4) Are of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulation (49 CFR Part 172, subpart F).

Commerce means any trade, traffic or transportation within the jurisdiction of the United States between a place in a state and a place outside of such state, including a place outside the United States.

C.1.7.8.7. Definitions for the above charts are described below:

“(c)” contractor shall make arrangements and pay for the testing of his employees.

“Operational” - to be performed if a contractor employee is intentionally or accidentally exposed to non-routine levels of radiation or if determined to be necessary by the ATC RSO or the ATC Industrial Hygienist. If a respirator is worn, additional urinalysis may be required which will be determined by the ATC RSO. The urinalysis may be either a spot check or a 24 hour urinebioassay, or a sputum, nasal smear, or feces sample, as determined by the ATC RSO.

“Preplacement” - usually a 24 hour urine sample, given to an employee prior to working with unsealed forms of DU.

“Annual” - required by the United States Nuclear Regulatory Commission to assess an internal dose.

"CBC" - includes a red blood count, white blood count, hemocrit, hemoglobin, and platelet count.

"Urinebioassay" - 24 hour urinalysis for Depleted Uranium (DU). The containers for the urine shall be picked up at ATC's Safety Office.

"Invivo Lung Scan". - operational - performed in the event of an accidental exposure or as an on-site system becomes available and at the discretion of the ATC RSO.

"Pulmonary Function Test (PFT)". - required only if an employee is required to wear a respirator or to work in the climatic chamber. The frequency of the PFT is every four years.

**C.1.7.9. Measures to Prevent Lyme Disease.** The contractor is responsible for ensuring that personnel take all reasonable measures and precautions to avoid contracting Lyme Disease to include: using repellents, wearing personal protective clothing and avoid wearing abbreviated clothing such as shorts, cutoffs, short sleeve shirts, tee shirts and sandals in areas where tick borne diseases are endemic. Particular attention shall be given to ticks and Lyme Disease prevention when working in grassy and wooded areas on APG.

**C.1.8. Emergency Medical Service.** Under the provisions of AR 40-3, Army medical activities will provide emergency care to any person performing under the contract to prevent undue suffering or loss of life from job-related injuries. Upon receipt of an invoice from the medical facility, the contractor shall ensure the Government is reimbursed at rates prescribed by AR 40-330 for emergency medical services provided. The contractor shall be responsible for all follow up medical services.

**C.1.9. Industrial Hygiene.** The Government may conduct industrial hygiene surveys, evaluations, inventories, and health hazard assessments. The COR will notify the contractor of any recommendations or evaluations which reveal real or potential health hazards that require the contractor to implement protective measures. The contractor shall notify the COR of any potential health hazards identified during the performance period of this contract.

#### **C.1.10. ENVIRONMENTAL COMPLIANCE.**

C.1.10.1. The contractor shall comply with the following Federal and State of Maryland statutes, regulations, and local directives governing environmental protection including: 40 CFR; Military Munitions Rule; National Environmental Policy Act; Code of Maryland Regulations (COMAR) Title 26; APGRs 200-1, 200-30, 200-40, 200-41, 200-50, 200-60; and APG Stormwater Pollution Prevention Plan (SWP3). The contractor shall comply with the most stringent environmental requirement when multiple requirements are referenced.

C.1.10.2. The contractor shall comply with the ATC Hazardous Material Management Plan and the Garrison Aberdeen Proving Ground (GAPG) Hazardous Materials Management Policy for tracking, managing, and reporting on the status of all hazardous materials issued.

C.1.10.3. All environmental matters shall be coordinated with the ATC Environmental Manager or designated representative.

C.1.10.4. In the event the contractor causes or discovers a release of fuel, oil or other substance that may contaminate the environment, the contractor shall perform the following actions in the specified order:

- Protect themselves.
- Attempt to stop the leak only if the spill is non-hazardous, e.g., oils, lubricants, cleaners, etc.
- Dial 911.
- Contact the ATC Environmental Manager by telephone at 410-278-5294 or 410-278-8726.
- Contact the appropriate contractor supervisor.

- Contain the spilled material in accordance with Annex G of the Environmental Disaster Plan to the APG Disaster Control Plan.
- Apply absorbent material and remain on the scene until the APG responding officer and ATC Environmental Manager arrive at the scene.
- Employees responsible for the spill shall perform clean-up of the spill with guidance and assistance from the on-site ATC Environmental personnel who will also ensure that any contamination is removed and disposed of properly. Employees responsible for the spill shall provide the ATC Environmental personnel with pertinent spill information within 24 hours after the spill so that a written report can be submitted to GAPG. Pertinent information shall include name of person responsible for spill, cause of spill, type and amount of material spilled, date and time of spill, location and actions taken to remediate.

#### **C.1.11. RANGE/SCHEDULING REQUIREMENTS.**

C.1.11.1. The contractor shall adhere to APGR 385-1 and ensure applicable contractor personnel receive a range orientation prior to accessing range areas. This orientation will also include a briefing on unexploded ordnance hazards.

C.1.11.2. Any work/mission performed in range areas, to include the restricted waters and airspace, shall be coordinated and scheduled with the Range Operations Team.

C.1.12. **QUALITY CONTROL.** The contractor shall establish and maintain a quality control program which ensures that all requirements of this SOW are met. The Government will monitor the contractor's performance in accordance with written surveillance procedures. The contractor shall submit in writing any changes to the quality control program which shall be reviewed and approved by the COR prior to implementation.

C.1.13. **INTERNAL CONTROLS.** The contractor shall safeguard Government resources in accordance with AR 11-2, and shall complete all required documentation including Department of the Army (DA) and ATC checklists.

C.1.14. **FILES.** The contractor shall maintain files of documentation, records, and reports required under the terms of this SOW in accordance with AR 25-400-2, and shall retain the files for the entire performance period. All files shall be available for Government review and shall be turned over to the Government at the completion of this contract.

C.1.15. **EMERGENCY TELEPHONE SYSTEM.** The contractor shall comply with the provisions of APGR 25-11 for requesting emergency assistance. The contractor shall ensure Government and non-Government telephones have appropriate emergency labels affixed as specified in APGR 420-1.

C.1.16. **SMOKING POLICY.** The contractor shall comply with ATC Policy Memorandum 9 and AR 600-63 that establish policies governing smoking on Government property.

#### **C.1.17. GOVERNMENT INSPECTIONS, AUDITS, AND SURVEYS AND REQUESTS FOR INFORMATION AND TECHNICAL ADVICE.**

C.1.17.1. **Government Inspections, Audits, and Surveys.** The contractor shall provide access to Government-shared facilities for observation and inspection of operations, facilities and files by authorized Government personnel without prior notice.

C.1.17.2. **Request for Information and Technical Advice.** The contractor shall respond to all requests for information and technical advice regarding the services in this SOW. Responses shall be verbal and/or written, as specified by the requester. Types of action shall include:

- a. Responding to inquiries.

- b. Providing written comments based on review of draft documents such as regulations pertaining to contract operations.
- c. Providing information requested by customer, investigators, inspectors, auditors and members of special teams (both internal and external to ATC), and responding to findings of such inquiries.
- d. Preparing reports in accordance with Government instructions and directives by the requested due dates.
- e. Attending on-site and off-site meetings as required by the Government.
- f. Developing new SOPs, supplements to SOPs or changes to existing SOPs for specified operation when procedures are not covered in detail in current, approved SOPs, as required by CSTA Regulation 385-22.

#### C.1.18. **AIS.**

C.1.18.1. **Use of AIS.** Army AIS will be used for OFFICIAL business only. Using Army AIS to access pornographic, game, militia, or similar sites is strictly prohibited. Access to chat rooms (except AKO chat), use of commercial email addresses such as AOL.com, Erol's.com, Hotmail.com, etc., to send or receive DOD information, and use of Army AIS to download shareware such as KAZAA, Napster, etc., is also strictly prohibited. Restrictions on use of Army AIS will be included in initial employee orientations and annual security refresher training.

C.1.18.2. **Passwords.** During the Phase-In period, the contractor shall complete a Request for Access to ATC Computer Systems for the designated employees. This form shall be returned to the Government designee after completion.

C.1.18.3. **Temporary Manual Operation of AIS.** The contractor shall temporarily revert to manual mode when the required automation information systems are not available. Upon availability of the system or equipment, the contractor shall commence on-line input.

C.1.18.4. Any DOD information processed on either Government-furnished or contractor-furnished computers belongs to the Government.

#### C.1.19. **WARRANTIES.**

C.1.19.1. **Warranty Records.** The Government will provide to the contractor records of all Government-owned equipment that is under warranty and are used, managed, operated, maintained and/or repaired under this SOW. Records will identify the item, the nature and expiration of the warranty, and the name and location of the firm to contact about entitlement under the warranty. The contractor shall comply with standard Army execution and warranty claim action reporting programs as defined in AR 700-139 and DA Pam 738-750. The contractor shall inform the COR in writing of all warranty actions.

C.1.19.2. **Warranty Enforcement.** The contractor shall enforce warranties on Government-Furnished Property (GFP) under contractor control. The contractor shall inform the Government of difficulties encountered in the enforcement of warranties and of instances in which the costs of enforcement would exceed the benefits derived. The contractor shall repair warranty items without recourse to the warranty if:

- a. The failure or defect results from contractor abuse or from improper or inadequate contractor maintenance, as determined by the Government.
- b. The Government directs such repair.

C.1.20. **EMERGENCY PLAN/OPERATIONS.** The contractor shall plan for and respond without delay to mission requirements in the event of mobilization, terrorist acts, natural disasters, and labor disputes. During emergency operations, contractor employees shall comply with the instructions of designated Government officials. Sudden or unusual events could result in a significant change to SOW requirements.

C.1.21. **LOST AND FOUND PROPERTY.** If item(s) are found that do not belong to the contractor, the item(s) shall be turned in to the COR.

C.1.22. **PERSONAL/CONTRACTOR-OWNED PROPERTY.** The contractor shall ensure that personal/contractor-owned property brought on APG is clearly marked as such to preclude misidentification as Government property. Additionally, the contractor shall ensure that personal/contractor-owned property meets safety specifications as set forth by OSHA, Maryland Occupational Safety and Health (MOSH), and the U.S. Army. The contractor shall ensure that all personal/contractor-owned property is removed from APG at the end of the performance period.

C.1.23. **VEHICLES AND EQUIPMENT OPERATIONS.** The contractor shall operate motor vehicles in accordance with APGR 190-4, APGR 750-2, AR 190-5, AR 385-55, and AR 600-55. All personnel operating Government vehicles, and material handling equipment, shall be licensed in accordance with APGR 385-4, AR 600-55, and Technical Bulleting (TB) 600-2. To operate commercial and administrative (non-tactical) vehicles over 10,000 pounds gross vehicle weight, contractor employees shall possess an OF 346E, Operator's Permit, U.S. Army Motor Vehicle Operator's Identification Card. To obtain an OF 346E, employees must have a valid state driver's license and successfully complete a Defensive Driver's Course.

C.1.24. **TRAINING.** The contractor shall develop a training program to ensure contractor personnel are trained to accomplish the requirements of this SOW. This training does not relieve the contractor from ensuring that contractor personnel are qualified to perform their assigned tasks when they begin employment under this contract. The contractor shall maintain records of all scheduled and completed accomplished training. The Government will only reimburse the contractor for training in new technologies or unique skills but not for employee advancement. All travel, training and per diem requirements that are to be reimbursed to the contractor must be approved by the Core Director and COR within 5 workdays prior to commencement of training/travel.

C.1.25. **TRAVEL.** Travel beyond the boundaries of APG may be necessary during the course of the SOW for training or work to be accomplished at sites other than APG. The contractor shall have personnel available and ready to travel on the required date. Per diem associated with this temporary duty (TDY) shall be charged in accordance with the travel provisions of Volume II of the Joint Travel Regulations and FAR 31.205-46 and shall be reimbursed under the cost category entitled Travel.

C.1.26. **REMOTE TESTING.** ATC is engaged in remote testing at sites all over the CONUS as well as OCONUS. The contractor shall be capable of supporting testing at locations other than ATC without drawing from personnel supporting the mission at ATC. The contractor shall have the capability to support the remote testing using the personnel resources in that area.

C.1.27. **TRAVEL TIME COMPENSATION.** Exempt and non-exempt employees covered by the Fair Labor Standards Act (FLSA) are described in 5 CFR 551. Travel compensation for these employees is summarized below:

Non-Exempt: Under the FLSA, non-exempt employees are paid wages for travel hours outside their normal duty hours under certain circumstances as described in 5 CFR 551.422. In these cases the contractor shall be reimbursed for non-exempt employees' wages actually paid for travel hours outside of normal duty hours.

Exempt: For FLSA exempt employees, the contractor shall be only reimbursed for wages actually paid for travel time to and from a TDY location when the travel time falls within the individual's normal working hours. If the exempt employee travels outside his/her normal tour of duty hours, the time spent traveling will not be considered "hours of work" for pay purposes since these employees are exempt from the above provisions of the FLSA.

**C.1.28. PRIVATELY OWNED VEHICLE (POV) USAGE.** The contractor will be reimbursed at the current POV mileage rate, plus the cost of necessary parking fees, bridge, ferry and other highway tolls incurred while in TDY status. When a POV is used for commuting to an alternate duty point located in or around the permanent duty station, the contractor shall be entitled to reimbursement only for the distance that exceeds the employees normal commuting distance to the regular place of work and return. Government-Owned, Contractor-Operated or contractor provided vehicles shall be utilized in lieu of POV whenever practical. POV use will be approved by the COR and all provisions of Joint Travel Regulations regarding use of POVs on TDY shall be enforced.

**C.1.29. CONTRACTOR ACQUIRED SUPPLIES TO ACCOMPLISH THE TEST MISSION.** When requested by the Government, the contractor shall procure items to perform the requirements of the SOW. The contractor shall complete a CSTE-DTC-AT-CS-RM Form 534R, Request for Supplies or Services, and obtain all required signatures prior to purchasing the item(s). All item(s) shall be procured on a competitive basis and if there is lack of competition, the contractor shall provide justification which should be attached to the 534R. Discounts and rebates on items purchased by the contractor should be credited to the Government. Within 15 days after receipt of the item(s), the contractor shall forward documentation (supplier's invoice for the item(s), and the 534R) to the COR as to the basis of the expenditure and evidence of receipt before submitting the request for payment for the item(s). Contractor's handling charges for the Materials cost category shall not include profit and shall not exceed the rate specified in delivery orders issued for the appropriate period. Contractor invoices submitted against delivery orders shall be accompanied by a copy of the supplier's invoices for all items and services. The contractor shall then provide a copy of all invoices identifying hand-receiptable property to ATC's Property Book Officer who will record the property on the appropriate property list, as indicated on the 534R. The contractor is authorized to buy material and supplies through local/national vendors and/or the General Service Administration after obtaining required approvals to purchase the specific items.

**C.1.30. ACCOUNTING SYSTEM FOR DIRECT AND INDIRECT CHARGES.** ATC's system for financial accounting is the Standard Operation and Maintenance Army Research & Development System (SOMARDS). Hours reported in this system are either direct or indirect. When contractor manhours are required in direct support of testing, the requester or the COTR will provide the appropriate direct job order number for reporting purposes. The timekeeping system used for reporting labor hours is explained in Section C.5. There are numerous methods of reporting non-labor expenditure, and the contractor shall consult with ATC financial management personnel to determine the appropriate method, unless otherwise specified in Section C.5.

**C.1.31. TRANSITION PLANS.**

**C.1.31.1. Phase-In Period.** The Phase-In will begin 3 days after contract award and will last until the contract effective date, but will be at least 2 weeks in duration, and will consist of two parts. Part 1 will consist of a 2-day orientation for the contractor's top management and working leader personnel to insure that the contractor is completely familiar with the working environment and equipment used in connection with this SOW. Part 2 of the Phase-In will continue until the contract effective date. During Part 2, the contractor shall perform all administrative duties to include hiring personnel, transferring security clearances, writing and submitting plans, and purchasing equipment. Also during Part 2 of the Phase-In, the Government will provide all applicable governing directives, provide a briefing of the technical requirements of the SOW, provide a tour of the facilities, and explain procedures for day-to-day operations. On the effective date of the contract, the contractor shall be expected to perform without Government involvement except when new task assignments require supplemental training which will be provided as appropriate. Within one week of the contract start date, the Government will provide a range control orientation to include clearance procedures, range control signals, procedures regarding unexploded ordnance, communication requirements, etc. The contractor shall coordinate this orientation with ATC's Range Operations Team. The joint inventory of Government-furnished property must be completed within one week after the contract effective date.

C.1.31.2. **Phase-Out Period.** During 15 calendar days immediately prior to the end of the contract, the current contractor shall permit the succeeding contractor and designated employees to observe any and all functions, procedures, and operations under this contract. The contractor shall complete ongoing work and otherwise prepare for an orderly transition to his successor. The contractor shall assemble all working papers in an orderly and logical manner and deliver them to the successor (such as drawings, charts, diagrams, notes on work performed, as well as any information of an administrative nature that the successor may require). The contractor shall not defer any requirements for the purpose of avoiding responsibility or transferring such responsibility to the succeeding contractor. The contractor shall fully cooperate with his successor and the Government so as not to interfere with their work or duties. The contractor shall ensure that any contractor-owned items or personal property of his employees are removed from APG upon contract completion.

## **SECTION C.2. DEFINITIONS AND ACRONYMS.**

### **C.2.1. GENERAL DEFINITIONS.**

**C.2.1.1. Alternate Contracting Officer's Representative (ACOR).** An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific contract administration functions in the absence of the COR.

**C.2.1.2. Contracting Officer (KO).** A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

**C.2.1.3. Contracting Officer's Representative (COR).** An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific contract administration functions within the scope and limitations of the contract.

**C.2.1.4. Contracting Officer's Technical Representative (COTR).** An individual designated in writing by the COR to provide technical direction to contractor personnel.

**C.2.1.5. Contractor.** The contractor, its subsidiaries and affiliates, joint ventures involving the contractor, or any entity with which the contractor may have merged or any individual or entity that assisted or advised the contractor in the preparation of a proposal under this solicitation.

**C.2.1.6. Fair Wear and Tear.** Loss or impairment of appearance, effectiveness, worth, or utility of an item that has occurred solely because of normal and customary use of the item for its intended purpose.

**C.2.1.7. Government-Furnished Property (GFP).** All equipment, goods, and land possessed by the Government and, subsequently, delivered or otherwise made available to the contractor.

**C.2.1.8. Federal Holidays.** Federal Holidays in each calendar year are identified below. When such holidays fall on Saturday, the preceding Friday will be considered a holiday; however, if the preceding Friday is ATC's Regular-Day-Off (RDO) under the alternative work schedule, the Thursday will be considered the holiday. When such holidays fall on a Sunday, the succeeding Monday is considered a holiday.

New Year's Day, January 1  
Martin Luther King's Birthday, the third Monday in January  
Washington's Birthday, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
Christmas Day, December 25.

**C.2.1.9. Quality Assurance.** Those actions taken by the Government to assure that the quality of purchased goods and services received is acceptable in accordance with established standards and requirements of the SOW.

**C.2.1.10. Report of Survey.** A document used for recording the circumstances concerning loss, damage, or destruction of Government property. It serves as, or supports, a voucher for dropping articles from the property records on which they are listed. It also serves to determine any question of responsibility (financial or otherwise) for absence or condition of the articles.

C.2.1.11. **Technical Point of Contact.** An individual designated in writing by the COR to provide technical direction to contractor personnel.

C.2.2. **ACRONYMS.**

ACOR	Alternate Contracting Officer's Representative
ADP	Automation Data Processing
ADSS	ATEC Decision Support System
AIS	Automation Information System
AMC	Army Material Command
ANSI	American National Standards Institute
APG	Aberdeen Proving Ground
APGR	Aberdeen Proving Ground Regulation
AR	Army Regulation
ASAP	Army Substance Abuse Program
ATC	Aberdeen Test Center
ATEC	Army Test and Evaluation Command
CFR	Code of Federal Regulation
CMV	Commercial Motor Vehicles
COMAR	Code of Maryland Regulation
CONUS	Continental United States
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPR	Cardiopulmonary Resuscitation
CSTA	Combat Systems Test Activity
DA	Department of the Army
DA Pam	Department of the Army Pamphlet
DEERS	Defense Enrollment Eligibility Reporting System
DHHS	Department of Health and Human Services
DOD	Department of Defense
DSN	Defense Switched Network
DU	Depleted Uranium
EQC	Environmental Quality Control
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FLSA	Fair Labor Standards Act
FOUO	For Official Use Only
FSO	Facility Security Officer
GAPG	Garrison Aberdeen Proving Ground
GED	General Educational Development
GFP	Government-Furnished Property
HAZCOM	Hazardous Material Communication
IAM	Information Assurance Manager
JHA	Job Hazard Analyses
JONO	Job Order Number
KO	Contracting Officer
LAN	Local Area Network
MOSH	Maryland Occupational Safety and Health
MSC	Mission Support Contracts
MSSIMS	Mission Support Services Information Management System
NAC	National Agency Check
OCONUS	Outside Continental United States
OPSEC	Operations Security
OSHA	Occupational and Safety Health Act

PM	Program Manager
POC	Point of Contact
POV	Privately Owned Vehicle
PPE	Personal Protective Equipment
RDO	Regular-Day-Off
RSO	Radiation Safety Officer
SAEDA	Subversion and Espionage Directed Against the Army
SAP	Special Access Programs
SOMARDS	Standard Operation and Maintenance Army Research and Development System
SOP	Standing Operating Procedure
SOW	Statement of Work
SWP3	Storm Water Pollution Prevention Plan
TB	Technical Bulletin
TDY	Temporary Duty
TOP	Test Operating Procedures
TPOC	Technical Point of Contact

### **SECTION C.3. GFP AND SERVICES.**

C.3. **GENERAL.** The Government will provide the facilities, equipment, materials, and services listed here and in referenced Attachments. The contractor shall assume or reject responsibility for the GFP. Rejection of GFP by the contractor shall not relieve the contractor of responsibility in performance of this SOW. The contractor shall not use property provided by the Government for any purpose other than the performance of this SOW. The Government reserves the right to furnish parts, supplies, materials, and equipment when deemed to be in the best interest of the Government.

#### **C.3.1. FACILITIES AVAILABLE FOR CONTRACTOR USE.**

C.3.1.1. **Facilities.** The Government and the contractor will share Bldgs 315 and 937. Facilities will be secured when unattended to protect equipment and facilities against theft, misuse, damage, or abuse.

C.3.1.2. **Facilities Maintenance and Repair.** The Government will provide preventive maintenance and repair of Government-owned facilities. Maintenance will be provided in accordance with Government maintenance schedules. The contractor shall notify the COR and the ATC Engineering and Facilities Team if emergency maintenance is required.

C.3.1.3. **Keys.** The Government will provide the contractor with a set of keys to facilities and equipment to be used in the performance of this SOW. Keys will be controlled in accordance with ATC Regulation 380-8.

#### **C.3.2. VEHICLES AND EQUIPMENT AVAILABLE FOR CONTRACTOR USE.**

C.3.2.1. All vehicles (trucks and forklifts) assigned to Bldg 315 and all equipment in place (welding machines, burning machines, lathes, milling machines, drill presses, grinding machines, etc) will be available for mission related use by the contractor, subject to coordination with the controlling authority. Availability of shared vehicles and equipment is contingent on testing priorities, maintenance downtime, and compliance with AMC Regulation 700-64. The contractor shall elevate conflicting requirements to the COR for resolution.

C.3.2.2. Vehicles and equipment will be secured whenever unattended. Vehicles will be locked (with windows up) by securing the locking mechanism built into the door or, for tactical vehicles, by securing the steering column to an anchor ring in the floorboard with a chain and padlock (typical application). Keys will be secured to preclude misuse or theft of vehicles or equipment.

C.3.2.3. **Identifying Government Vehicles and Equipment.** The Government will furnish two magnetic placards per vehicle and item of equipment that state Government-owned, Contractor-operated. The contractor shall ensure that the placards are placed on each side of all Government vehicles operated by contractor personnel (excluding test vehicles/equipment). The contractor shall remove magnetic placards when vehicles/equipment are not in use by contractor personnel.

C.3.2.4. **Pre-operational Checks and Trip Tickets.** The contractor shall perform pre-operational checks, services and ensure Mobile Equipment Utilization Records (trip tickets) have been completed prior to operation of the Government vehicles and equipment in accordance with AR 58-1.

C.3.3. **GOVERNMENT-FURNISHED FURNITURE.** The Government will provide furniture for all Government facilities.

C.3.4. **GOVERNMENT-FURNISHED EQUIPMENT.** The Government will provide one computer system to enter the required data into the Mission Support Contract (MSC) Timekeeping System and interface with the ATC LAN and Email system.

**C.3.5. GOVERNMENT-FURNISHED AUTOMATION INFORMATION MANAGEMENT SYSTEMS.** The Government will furnish automated information management systems required to support this SOW. The contractor shall use these systems inclusive of changes, modifications, or replacement of the systems, in whole or in part, throughout this period of performance. Recommended alternatives or changes to existing systems shall be submitted to the COR for approval. The contractor shall not implement changes without written approval from the COR. The contractor shall contact the ATC Help Desk (ext. 3-7260) for LAN, ATC supported systems, hardware or application problems.

**C.3.5.1. System and Functional Administration.** The Government will provide systems and functional administration of the ATC LAN and application residing thereon to include operating systems (Windows 00/XP, etc), Microsoft Office Suite, Timeline, Reflections, Forms Flow, Information Access, other ATC developed applications, e-mail, and applications for which ATC has been given systems administration responsibility. The Government is responsible for ATC wide computer system start-up, shut-down, preventive maintenance, and output analysis.

**C.3.5.2. LAN & E-MAIL.** The Government will provide access to the existing ATC LAN and electronic mail capability. The contractor may use the LAN to access the Internet or to communicate outside of ATC as required for contract performance. User names and passwords shall be established in coordination with ATC Technology Core.

**C.3.5.3. Mission Support Services Information Management System (MSSIMS).** MSSIMS is an ATC developed electronic timekeeping system used to input time for ATC's Mission Support Contractors. This system is password protected and a password shall be obtained from the ATC Technology Core.

#### **C.3.6. GOVERNMENT-FURNISHED MATERIALS AND SUPPLIES.**

**C.3.6.1. Personal Protective Equipment.** The Government will furnish hard hats, safety glasses and hearing protection in accordance with the American National Standards Institute (ANSI) standards in ATC Policy Letter 17. The Government will not provide or reimburse the contractor for safety-toe footwear.

**C.3.6.2. Potable Water.** The Government will furnish potable water for areas that do not have other sources of drinking water.

**C.3.6.3. Copying, Printing, and Reproduction.** Unless otherwise specified in Section C.4, the Government will provide access to copy machines for copying of official reports, documents, and correspondence required in performance of this SOW.

**C.3.6.4. Forms and Publications.** The Government will provide all Government forms and publications required for the performance of this SOW.

#### **C.3.7. GOVERNMENT-FURNISHED SERVICES.**

**C.3.7.1. Training.** As needed, the Government will provide the training listed below upon written approval by the COR:

- Radiation Training
- MSSIMS Timekeeping System
- Stormwater Management, Initial and Annual Refresher
- Hazardous Material Communication (HAZCOM)
- Satellite Hazardous Waste Management and OSHA 1910.120 Hazardous Waste Operations and Emergency Response
- Depleted Uranium Safety Training
- Ionizing and Non-Ionizing Radiation Safety
- Cardiopulmonary Resuscitation (CPR)/First Aid to field personnel.

C.3.7.2. **Postage.** The Government will provide postage to accomplish the requirements of specific tasks in the performance of this SOW.

C.3.7.3. **Telephone Service.** The Government will provide Class C communication service for the transaction of official business only on this Army installation in accordance with AR 25-1. Class C service is restricted to on-post use only, except for incoming prepaid calls. Class A and AA communication service will be provided in several of the Government facilities when approved by the COR. Class A service enables callers to make commercial calls; Class AA provides access to Defense Switched Network (DSN) telephone numbers. The Government will not be responsible for charges for long distance telephone calls made by or accepted by contractor personnel that are not required for the performance of ATC's mission. Telephone service will be subject to the standard monitoring requirements of the Government telephone network. The Government-furnished telephones are subject to security monitoring at all times. Use of these telephones constitutes consent to security monitoring. The contractor shall ensure DD Form 2056, Do Not Discuss Classified Information, is affixed to each telephone provided by the Government for the contractor's use.

C.3.7.4. **Vehicle and Equipment Maintenance and Repair.** The Government will provide maintenance due to fair wear and tear for Government-owned vehicles and equipment unless otherwise specified. The contractor shall deliver items to the designated maintenance areas.

C.3.7.5. **Radio Frequency.** Radio frequency assignments and authorizations will be controlled and furnished by the Government. The contractor shall operate communications equipment in accordance with AR 25-1.

C.3.7.6. **Insect and Rodent Control.** The Government will provide insect and rodent control service for Government facilities.

C.3.7.7. **Snow and Ice Removal.** The Government will provide snow and ice removal for parking lots and roadways.

C.3.7.8. **Emergency Services.** The Government will provide fire protection services. The emergency telephone number is "911".

C.3.7.9. **Custodial/Refuse Services.** The Government will provide custodial/refuse services for the Government facilities used in performance of this SOW. The Government's provision of custodial/refuse services does not relieve the contractor of the responsibility for keeping work areas in a clean and sanitary condition. In some areas, the contractors shall be required to empty trash from office/shop trash cans to dumpsters.

### C.3.8. REIMBURSED SERVICES.

C.3.8.1. The costs for travel and examinations for counter-intelligence polygraphs for SAP will be reimbursed to the contractor under the cost category entitled Materials.

C.3.8.2. The costs for medical exams that are not Government-furnished will be reimbursed to the contractor under the cost category entitled Materials.

**SECTION C.4.**  
**CONTRACTOR-FURNISHED PROPERTY AND SERVICES**

**C.4. GENERAL.** The contractor shall furnish all necessary supplies, parts, materials, tools, support equipment, labor and vehicles required to perform all operations required by this SOW, except those items or services specifically stated as Government- furnished in Section C.3.

**C.4.1. CONTRACTOR-FURNISHED EQUIPMENT.** When requested by the COR, the contractor shall furnish the following equipment to include all fuel and maintenance necessary to perform the requirements of this contract. Contractor-furnished equipment shall be maintained at all times in a safe and serviceable condition in accordance with the manufacturer recommendations. Maintenance of contractor-furnished equipment will not be performed on Government property or at government expense. The COR or designated representative may inspect the contractor's equipment at any time and direct the removal of any unsafe or objectionable equipment from the installation. All contractor-furnished equipment shall be operable and shall meet all local, state, federal, and environmental requirements. The numbers and types of equipment may increase or decrease in accordance with the test mission. The costs for these items will be reimbursed to the contractor under the cost category entitled Equipment.

Truck, 2 ton with 400 amp Welding Machine  
 Portable Air Compressor  
 Generator, 100 KW  
 Van, 15 passenger  
 Mobile Crane, 30 ton with operator  
 Mobile Crane, 15 ton with operator  
 Forklift, up to 25,000 lbs. capacity  
 Manlift, 60 ft. reach

**C.4.2. CONTRACTOR-FURNISHED MATERIALS AND SUPPLIES, FURNITURE, AND SERVICES.** All of these costs are not directly billable to the Government and shall be included in the contractor's indirect cost pool (e.g., overhead) in accordance with the contractor's established cost accounting system.

**C.4.2.1. Office Supplies.** The contractor shall furnish all operating materials and supplies required to accomplish the contractor's administrative function.

**C.4.2.2. Nametags.** The contractor shall provide a 2" x 1" nametag (black lettering with white background) with the company name and the word Contractor below it.

**C.4.2.3. Telephone Service.** The contractor shall be responsible for acquiring commercial long distance telephone service for making and receiving non-business related calls.

**C.4.2.4. Grounds Maintenance.** If required, the contractor shall provide ground maintenance within 15 feet of the Government-shared facilities identified in Section C.3.

**C.4.2.5. Snow and Ice Removal.** If required, the contractor shall provide snow and ice removal for sidewalks for Government-shared facilities.

**C.4.2.6. Refuse Collection.** The contractor shall provide refuse collection not identified as Government-furnished in Section C.3.

**C.4.2.7. Mail.** The contractor shall provide arrangements for incoming and outgoing mail on APG. ATC's Mailroom will only handle internal official Government/contractor mail required in performance of this SOW.

**C.4.2.8. Protective Equipment Clothing and Devices.** The contractor shall provide required personal protective equipment such as safety glasses, hard toe safety shoes, hearing protection, leather gloves,

hard hat, welding gloves, welding helmet with lens, cutting goggles with lens, wet weather gear (i.e., jacket, trousers, hat and boots), leather chaps and spats and leather sleeves with collar and bib. Smooth surfaced (i.e., no laces) rubber/leather boots shall also be furnished by the contractor for contract personnel working with radioactive materials. The contractor shall ensure that personal protective equipment, clothing and devices meet applicable National Institute for Occupational Safety and Health, American National Standard Institute, Maryland Occupational Safety and Health, and OSHA Standards or more stringent ATC requirements as specified in this SOW.

#### C.4.2.9. Tools.

C.4.2.9.1. As a minimum, the contractor shall provide all welders employed under this contract with the tools/equipment listed below. All tools/equipment shall be clearly marked to distinguish them from Government property.

Tool box	4 1/2" electric grinder
24 inch square	Ball peen hammer
8 inch vise grip pliers	Wire cutters
Hacksaw	25 foot tape measure
Screwdrivers	100 foot tape measure
12 inch adjustable wrench	18" oxy-fuel cutting torch
Center Punch	Chipping hammer
Torch tips (00, 0, 1, 2, 3, 4, 5, 6)	Weld fillet gages
Flashlight	

C.4.2.9.2. As a minimum, the contractor shall provide all machinists employed under this contract with the tools/equipment listed below. All tools/equipment shall be clearly marked to distinguish them from Government property.

Tool Chest & roll-around cabinet	Inspection Mirror
Gloves	Pin Punch Set 1/16 to 3/8
Ball Peen Hammer	Flash Light
6" Steel Rule	Diagonal Pliers
Center Punch	Pliers
12" Combination Square	Soft Dead Blow Hammer
Machinist Scriber	Adjustable Wrench 12"
Angle Protractor	Adjustable Wrench 8"
Set Telescope Gages	Adjustable Wrench 6"
25 ft Measuring Tape	Screw Driver Set –Flat & Philips
Steel Square 24"	Set-Hex Key Wrenches – Inch & Metric
Torpedo Level	Vice Grips 8"
Deburring Tool	Needle Nose Pliers
Hack Saw	Copper Hammer 3 lb
4 1/2" Disk Grinder	Pipe Wrench 18"
3/8 Drill Motor	8" Combination Shears

**SECTION C.5.****SPECIFIC TASKS**

C.5. The contractor shall perform Machining, Welding and Fabrications functions in support of the U.S. Army ATC, APG, Maryland in accordance with this SOW and applicable governing directives as depicted below. The contractor shall:

C.5.1. Fabricate specifically described items of test support equipment and materiel such as weapons components, gun mounts, test models, targets, instrumentation brackets and related hardware.

C.5.2. Perform specifically described modifications and repairs to items being tested and evaluated by ATC.

C.5.3. Make/fabricate, intricate, experiment, prototypes of military hardware and equipment. Examples of tasks to be performed are: threat containment units requiring critical machine work and 100% X-ray welding by certified welders; scale model ship sections utilizing experimental metals and materials in order to upgrade/modify Naval fleet; prototype armor targets using exotic metals and materials; armor targets to upgrade weapons and ammunition, etc.

C.5.4. Perform machining, welding, heat treating, sheet metal and heavy metalworking services.

C.5.5. Provide crane support and miscellaneous material handling support to the machine and weld shops.

**C.5.6. MISSION SUPPORT CONTRACTS TIMEKEEPING SYSTEM.**

C.5.6.1. The contractor shall designate a sufficient number of contractor employees capable of entering data into the MSSIMS to meet the requirements of this SOW. During the Phase-In period, the contractor shall complete a Request for Access to ATC Computer Systems for the designated employees. Once the passwords are received, the Government will provide on-the-job-training specifying the procedures for the MSSIMS to the designated employees. Subsequent training that may be required because of personnel changes shall be the responsibility of the contractor.

C.5.6.2. The contractor shall maintain a daily record of regular and overtime hours worked, specifying the applicable delivery order number, Job Order Numbers (JONOs), Project Number and labor category. On the next workday after the work performance, the contractor shall enter the aforementioned data into MSSIMS by 1300. If MSSIMS will not accept the data to be entered, the contractor shall notify the COR immediately. The COR will determine what the problem is and furnish any necessary corrections to the contractor who shall enter the changes in MSSIMS.

C.5.6.3. After all contractor data have been entered into MSSIMS, the contractor shall print the Mission Support Contract Cost Transfer — Data Verification Report. The contractor shall verify all entries on the Data Verification Report with his records to ensure data were entered properly. If additions are required, the contractor shall enter the data for the appropriate day. If changes other than additions are required, the contractor shall submit a Memorandum entitled Corrections to Contractor Data Entered in MSSIMS to the COR for approval.

**C.5.7. Meetings and Conferences.** Contractor personnel shall attend and participate in meetings and conferences when notified by the COR/COTR/TPOC. The Government will notify the contractor in advance if possible, of the date, time, and place of each meeting or conference.

**C.5.8. Delivery Orders.** The Contracting Officer will issue a Time and Materials Delivery Order for most tasks since it is not possible at the time the delivery order is issued to estimate accurately the extent or duration of the work, or to anticipate costs with any reasonable degree of confidence.

**SECTION C.6.****APPLICABLE DOCUMENTS AND FORMS**

C.6. **GENERAL REQUIREMENTS.** Documents and forms applicable to services to be performed under this SOW are listed below. Publications and forms will be available for review in Bldg. 402 by prior arrangement only. Appointments may be made for review of these documents by calling the Aberdeen Test Center Contracts Team at 410-278-3611/2213. If contractors want copies of documents, they are required to bring their own copying paper and operate the copier themselves. Supplements, amendments, or revisions to these documents may be issued during the term of the contract. The contractor shall adhere to the requirements in these supplements, amendments, or revisions during the life of the contract pending negotiation. New regulations and/or SOPs may be originated during the life of the contract. The contractor shall adhere to these new regulations and/or SOPs. The contractor shall post and update publications as change notices are provided by the Government. Upon completion of this contract, the contractor shall return to the Government all publications provided to the contractor by the Government.

**C.6.1. PUBLICATION CODES.**

<u>Codes</u>	<u>Title</u>
DOD	Department of Defense
OSHA	Occupational and Safety Health Act
FAR	Federal Acquisition Regulation
CFR	Code of Federal Regulation
AR	Army Regulation
DA Pam	Department of the Army Pamphlet
TB	Technical Bulletin
AMCR	Army Materiel Command Regulation
APGR	Aberdeen Proving Ground Regulation
ATC	Aberdeen Test Center
CSTA	Combat Systems Test Activity
SOP	Standing Operating Procedure

C.6.2. **PUBLICATIONS.** The following publications are applicable to the overall performance of this SOW. Prior to 2 Jun 95, ATC's name was Combat Systems Test Activity. When CSTA regulations and SOPs are updated, they will reflect ATC instead of CSTA. Note: These regulations are not listed in order of importance.

<u>Number</u>	<u>Title</u>
DOD 5500.7-R	Joint Ethics Regulation
DOD 6055.9-STD	DOD Ammunition & Explosive Safety Standards
OSHA 1910.120	Occupational Safety and Health Standards – Hazardous Waste Operations and Emergency Response
FAR 23.5	Drug-Free Workplace
FAR 31.205-46	Contract Cost Principles and Fair Labor Standards Act
5 CFR Part 551	Pay Administration Under the Fair Labor Standards Act
5 CFR Part 551.422	Time Spent Traveling
29 CFR Part 778.105	Determining the Workweek
29 CFR Part 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR Part 1910.1025	OSHA – Occupational Safety and Health Standards -

	Lead
40 CFR	Protection of Environment
49 CFR Part 40	Transportation - Procedures for Transportation Workplace Drug Testing Programs
49 CFR Part 172	Transportation – Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR Part 382	Transportation – Controlled Substances and Alcohol Use and Testing
DA Pam 738-750	Functional Users Manual for the Army Maintenance Management System (TAMMS)
AMCR 700-64	Installation Equipment Management Program
AR 11-2	Management Control
AR 25-1	Army Information Management Program
AR 25-400-2	The Modern Army Recordkeeping System (MARKS)
AR 40-3	Medical, Dental, and Veterinary Care
AR 40-330	Rate Codes, Expense and Performance Reporting Systems, Centralized Billing, and Medical Services Accounts
AR 58-1	Management, Acquisition, and Use of Motor Vehicles
AR 190-5	Motor Vehicle Traffic Supervision
AR 190-11	Physical Security of Arms, Ammunition and Explosives
AR 190-13	The Army Physical Security Program
AR 190-51	Security of Unclassified Army Property (Sensitive & Non-sensitive)
AR 380-5	Department of the Army Information Security Program
AR 380-10	Foreign Disclosure, Technology Transfer, and Contacts with Foreign Representatives
AR 380-19	Information Systems Security
AR 380-381	Special Access Programs (SAPs)
AR 385-40	Accident Reporting and Records
AR 385-55	Prevention of Motor Vehicle Accidents
AR 600-55	The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing)
AR 600-63	Army Health Promotion
AR 600-85	Army Substance Abuse Program (ASAP)
AR 700-139	Army Warranty Program Concepts and Policies
COMAR 26	Department of the Environment
APGR 25-11	Information Management: Telecommunications Emergency “17” Telephone System
APGR 190-4	Movement Control Within the Installation
APGR 200-1	Environmental Quality Control (EQC) at APG
APGR 200-30	Environmental Quality, Air Quality
APGR 200-40	Protection of Water Sources at APG
APGR 200-41	Environmental Quality, Water Quality Management
APGR 200-50	Solid Waste Management at APG
APGR 200-60	Hazardous Waste Management
APGR 385-1	Range Administration
APGR 385-4	The APG Safety and Occupational Health Program
APGR 420-1	Fire and Emergency Services Program
APGR 690-4	On-and-Off The Job Conduct
APGR 750-2	Maintenance, Control and Operation of Administrative Vehicles and Mobile Industrial Equipment

ATC Regulation 380-1	Visitors to the Controlled Area
ATC Regulation 380-5	Department of the Army Information Security Program
ATC Regulation 380-8	Security Key and Lock Control
CSTA Regulation 385-1	Ionizing and Non-ionizing Radiation Protection
ATC Regulation 385-2	ATC Safety Program
CSTA Regulation 385-17	CSTA System Safety Engineering Program
CSTA Regulation 385-22	Development, Use and Review of Standing Operating Procedures (SOP)
ATC Regulation 690-9	Alternative Work Schedule
ATC SOP 385-6330	Welding and Cutting Operations
ATC Policy Memorandum 3	Sexual Harassment
ATC Policy Memorandum 5	ATC Safety Program
ATC Policy Memorandum 6	Violence in the Workplace
ATC Policy Memorandum 9	Smoking and Designated Smoking Areas
ATC Policy Letter 12	Access Requirements for New Mission Support or Visiting Contractor Personnel
ATC Policy Letter 14	Automation Information Systems (AIS) Usage
ATC Policy Letter 17	Wearing Personal Protective Equipment (PPE)
TB 600-2	Procedures for Selecting, Training, Testing, Qualifying and Licensing Operators of Construction Equipment, Materiel Handling Equipment, and Armor-Vehicle Launched Bridge (AVLB) Managed/Supported by U.S. Army Tank-Automotive Materiel Readiness Command
SWP 3	Stormwater Pollution Prevention Plan

C.6.3. **FORMS.** The following forms are applicable to the overall performance of this SOW.

<u>Number</u>	<u>Title</u>
CSTE-DTC-AT-CS-RM Form 534R	Contractor Purchase Request (PR)
CSTE-DTC-AT-CS-SO Form 1072	Safety Investigation of Injury/Accident Report for Contractors
DA Form 1602	Civilian Identification Card
DD Form 254	DOD Contract Security Classification Specification
DD Form 1172-2	Application for Department of the Defense Common Access Card DEERS Enrollment
DD Form 1952	Dosimeter Application and Record of Occupation Radiation Exposure
DD Form 2056	Do Not Discuss Classified Information
FD 258	Application Finger Print Card
OF 346 E	Operator's Permit, U.S. Army Motor Vehicle Operator's ID Card
SSB Form 1199	Application for Civilian ID Card/Security Badge
SSB Form 1226	APG Directorate of Law Enforcement and Security
SSB Form 1245-R	Protective Mask/Respirator Form
STECS-SO Form 608	Information for Medical Clearance for Occupational Radiation Worker

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0204-4001, IDENTIFICATION OF OZONE DEPLETING SUBSTANCES (OCT 1999)

a. The following required Class I Ozone Depleting Substances (ODS) have been identified and approved for use under performance of any resultant contract.

(X) None.

(\_) (List any approved ODS requirements): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

b. If during performance of the contract, an approved Class I ODS is discovered, the contractor is encouraged to notify the contracting officer immediately.

c. The ODS restrictions apply to subcontracts as well.

AMCAC 52.0204-4002, CLASS I OZONE DEPLETING SUBSTANCES (OCT 1999)

a. Per Section 326 of Public Law 102-484, effective 1 Jun 93, specifications and standards cannot require the use of Class I ozone depleting substances (ODS) without approval. There are some cases where a specification or standard allows the use of an ODS, but does not specifically require its use. A situation of this type does not require substitution under the law.

b. If this requirement allows, but does not require, the use of a Class I ODS, although it is not mandatory for the contractor to use a non-ODS substance, the contractor is encouraged to give preference to using the non-ODS choice.

AMCAC 52.0237-4004, IDENTIFICATION OF CONTRACTOR EMPLOYEES (OCT 2000)

a. All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3 inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.

b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the COR.

c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars.

d. All contractor correspondence (written, facsimile, and email display) shall include their company name.

#### APG 52.0204-4100, LONG TERM VISITOR (AUG 1999)

Long term visitors are those contractors from off-post, U.S. cleared facilities working on Aberdeen Proving Ground (APG) for a period specified by a classified contract. Long term visitors occupy Government- furnished space on a quasi-permanent basis at APG, and perform all or part of contractual duties in an independent manner. Therefore, the contractor's security procedures shall be integrated with those of APG. The Contractor shall abide by the Long Term Visitor Instructions as set forth in APG Regulation 380-6. These instructions specify (a) those security actions which will be performed for the contractor by the installation, such as providing storage and classified reproduction facilities, guard service, security forms, control, investigation of security incidents, etc., and (b) those security actions for which joint action may be required, such as packaging and addressing classified transmittals, performing security checks, and implementing internal security controls and emergency procedures to protect classified material. The Long Term Visitor Instructions shall not be construed as cause and are not authorization for the commitment of funds.

#### APG 52.0204-4101, SECURITY AREA BADGE REQUIREMENTS (AUG 1999)

a. Contractors/contractor employees who will require unescorted access to a security area of Aberdeen Proving Ground (APG), MD, as defined by APG Regulation 190-4, Movement Control Within the Installation, while performing contractual work and/or to dispose of waste material at the disposal/salvage area(s) shall be required to present and display Government-issued security area identification badges in order to gain and exercise unescorted entry into the security area(s).

b. The Contractor shall only submit the minimum number of employees for each badging required for the performance of the contract. Individual contractor employees shall not be submitted for badges when the nature of the contract requires the presence of a badged supervisor or foreman. In these situations, escort- required badges will be utilized for these personnel.

c. The Contractor shall submit to the COR, for each employee requiring access, a completed:

(1) EAP Form 1199, Application for Civilian ID Card/Security Badge. U. S. citizenship shall be verified by the Contractor.

(2) FD Form 258, Applicant Fingerprint Card, unless proof of possession of a Personal Security Clearance is provided by the contractor's Facility Security Officer (FSO).

(3) DD Form 398-2, Department of Defense National Agency questionnaire.

All forms shall be submitted back to the COR no later than three weeks before the beginning of the contract or within five days after receiving the forms if less than three weeks remain before the beginning date of the contract.

d. Contractor shall advise employees that this information, along with local file checks, will be used to review criminal history records. Adverse information may result in an individual being denied access to the security area(s).

e. Contractor personnel authorized access to a security area will be issued photographic or non-photographic security area badges as required. Upon termination/completion of the contract or individual's

employment, whichever is first, the contractor shall collect the badge(s) and effect turn-in to the issuing Government officer. In situations when the performance of a contract is held in abeyance or an employee will not be accessing a restricted area for a period of 60 days or more, the badge shall be returned to the custody of the issuing government officer until it is required at which time it will be reissued.

f. The Contractor shall be responsible for ensuring that employees who are issued badges properly safeguard them and that they are only utilized in the performance of contract related actions. Any badge that is stolen or lost shall be immediately reported to the issuing Government officer.

g. FOREIGN NATIONALS/IMMIGRANT ALIENS SHALL NOT BE GRANTED UNESCORTED ACCESS TO THE SECURITY AREAS OF APG, MD. Since unescorted access is essential for the performance of this contract, these individuals shall not be scheduled for work under this contract.

h. CAUTION: The Contractor shall be responsible for delays caused by his untimely submission of required forms or denial of security area access due to his employee's disqualification for a security badge.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-6                    Inspection--Time-And-Material And Labor-Hour                    MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0246-4002, INSPECTION AND ACCEPTANCE (AUG 1999)

Inspection and acceptance of the supplies or services called for by this procurement shall be performed at the place(s) of performance specified in Section K, FAR 52.215-6.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

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AMCAC 52.0242-4001, INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE (AUG 1999)

a. The Contracting Office representative is:

Name: Sherri Comer

Organization Code: AMSRD-ACC-U

Telephone Area Code and Number: 410-278-0867

DSN: 298-0867

FAX: 410-306-3710

Email: sherri.comer@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information: To be completed at time of award.

Telephone Inquiries:

FAX:

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0222-4001, CONFORMANCE OF LABOR CATEGORIES (JUL 1999)

Labor categories not listed on a Department of Labor (DOL) wage determination must be conformed in accordance with applicable DOL regulations and subject to DOL review and acceptance. Risks associated with the incorrect conformance are borne by the contractor. If DOL determines that the conformed rate is incorrect and requires a higher rate to be paid, the contractor will not be entitled to compensation for the base year or the option years. Application of FAR 52.222-43 at the time of option exercise is limited to increases in labor categories initially included on the wage determination or increases in the conformed rate approved by DOL. For example, a labor category is conformed at \$6.00 an hour and the DOL review establishes \$8.00 an hour as the correct rate. No increase in entitlement is due for the base year. At the time of option exercise, the new wage determination provides for \$8.40 for that labor category. Entitlement at the time of option exercise would be the increase of \$.40 required by the wage determination or \$6.40. The contingency of an incorrect conformance is not a contingency within the meaning of FAR 52.222-43.

AMCAC 52.0228-4001, INSURANCE REQUIREMENTS (JUL 1999)

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman’s compensation and employer’s liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	<u>Each Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Comprehensive General Liability	None	\$500,000	None
Automobile Liability	\$200,000	\$500,000	\$20,000

AMCAC 52.0242-4003, GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor’s employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

APG 52.0245-4100, CONTRACTOR ACQUIRED PROPERTY BILLED TO THE GOVERNMENT  
(JAN 2000)

When the Contractor acquires property for use under subject contract which will be billed to the Government, the Contractor, within five (5) days of receipt, shall provide the Contracting Officer's Representative (COR) with evidence of receipt before submitting its request for payment for the property. This is necessary to enable the Government to maintain current and accurate property accountability.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (Aug 2003) Alternate I	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
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.229-3	Federal, State And Local Taxes	APR 2003
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
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
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
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
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **end of performance period** [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$20,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$9,000,000.00** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$9,000,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **36 months** [insert date].

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **36 months**.
- (End of clause)

## 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

Crane Operator	\$18.53 (WG-09)
Experimental Welder Leader	\$24.25 (GS-11)
Journeyman Machinist	\$22.07 (GS-10)
Journeyman Welder	\$20.04 (GS-09)
Laborer *(23470)	\$12.97
Machinist Helper	\$15.62 (WG-05)
Milwright*(23640)	\$19.64
Program Manager	\$29.06 (GS-12)
Secretary III*(01313)	\$18.41
Sheetmetal Worker, Maintenance*(23890)	\$16.58
Tool and Die Mater*(19040)	\$22.83
Tool and Die Maker Leader	\$24.25 (GS-11)
Welder Experimental	\$22.07 (GS-10)
Welder Helper	\$15.62 (WG-05)

\*Denotes labor categories on Wage Determination 1994-2247.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://frsite.hil.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 01 - Estimated Hours	6	
Attachment 10	Attachment 10 - Form 3.b Sptg Labor Detail	1	
Attachment 11	Attachment 11 - Form 3.c Cost Breakout by Year	1	
Attachment 12	Attachment 12 - Wage Determination	9	
Attachment 2	Attachment 02 - Job Descriptions	5	
Attachment 3	Attachment 03 - DD 254	2	
Attachment 4	Attachment 04 - Form 1.a Employee Incentives	1	
Attachment 5	Attachment 05 - Form 1.b Resume	1	
Attachment 6	Attachment 06 - Form 1.c Past Experience Matrix	1	
Attachment 7	Attachment 07 - Form 2.a	1	
Attachment 8	Attachment 08 - Form 2.b Contract References	1	
Attachment 9	Attachment 9 - Form 3.a Labor Cost Detail	1	

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (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) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

- |                  |                                 |
|------------------|---------------------------------|
| No. of Employees | Avg. Annual Gross Revenues      |
| ___ 50 or fewer  | ___ \$1 million or less         |
| ___ 51 - 100     | ___ \$1,000,001 - \$2 million   |
| ___ 101 - 250    | ___ \$2,000,001 - \$3.5 million |
| ___ 251 - 500    | ___ \$3,500,001 - \$5 million   |
| ___ 501 - 750    | ___ \$5,000,001 - \$10 million  |
| ___ 751 - 1,000  | ___ \$10,000,001 - \$17 million |
| ___ Over 1,000   | ___ Over \$17 million           |

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly

provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**L. PROPOSAL SUBMISSION INSTRUCTIONS:****1. TIME FOR SUBMISSION:**

(a) **WRITTEN PROPOSAL:** See Block 9 of Standard Form 33.

(b) **ORAL PROPOSAL:** Oral proposals (presentations) will be scheduled with offerors approximately 30 working days after the closing date specified in Block 9 of the Standard Form 33. The offeror will be given a minimum of 7 working days notice of the exact date, time and location (specific building number) of the oral presentation. All presentations will be held at Aberdeen Proving Ground, Maryland. The presentations will be scheduled as closely together as possible with an open day between presentations. The duration of the oral presentation process will be as lengthy as necessary, depending on the numbers of offers actually received. The order in which offerors will make their presentation to the Government will be determined by random drawing of lots by the Contracting Officer, after date for receipt of proposals specified in Block 9 of the Standard Form 33. Once offerors are notified of their scheduled presentation date and time, offerors shall complete their presentations on the Government dictated date, time and location. Requests from offerors to reschedule presentations will not be entertained by the Government and no re-scheduling of presentations will be done unless determined necessary by the Contracting Officer to resolve unanticipated problems or delays encountered in the presentation process.

2. **TIME FOR ACCEPTANCE:** Unless the offeror inserts a different period of time on the Standard Form 33, the proposal will remain valid for a period of 180 days from date of receipt specified in Block 9 of the Standard Form 33.

3. **PROPOSAL FORMAT:** The areas to be proposed are as follows:

**VOLUME 1 - FACTOR 1: MANAGEMENT/TECHNICAL** (Copies of the oral presentation and written forms should be included in Volume 1 and tabbed accordingly.)

- **Subfactor 1a:** Ability to Perform (oral; written for Employee Incentives (Form 1.a only)

- **Subfactor 1b:** Management (oral; written for Resumes (Form 1.b) only)

- **Subfactor 1c:** Experience (oral; written for Past Experience Matrix (Form 1.c) only)

- **Subfactor 1d:** Safety (oral)

- **Subfactor 1e:** Environmental Compliance (oral)

- **Subfactor 1f:** Security (oral)

- **Subfactor 1g:** Technical for Machining, Welding and Fabrication (oral)

- **Subfactor 1h:** A copy of Form 2.a should be included here but will not be rated in Factor 1.

**VOLUME 2 - FACTOR 2: PAST PERFORMANCE** (written in Volume 2)

- Contract Summary of Relevant Past Performance (Form 2.a)
- Contract References (Form 2.b)
- Narratives
  - Risk Management
  - Technical

**VOLUME 3 - FACTOR 3: COST** (written in Volume 3)

- Labor Cost Detail (Form 3.a)
- Supporting Labor Detail (Form 3.b)
- Cost Breakout by Year (Form 3.c)
- Attachment 1, Estimated Hours
- Supplies or Services and Prices (Section B)

Every offeror shall submit the following:

- Five written copies of Volume 1 and one CD in a Microsoft Windows 2000/XP Professional readable format.
- Four written copies of Volume 2 and one CD in a Microsoft Windows 2000/XP Professional readable format.
- Three written copies of Volume 3 and one CD in a Microsoft Windows 2000/XP Professional readable format.

**Proposals that do not contain the requested information could result in an offeror's proposal being rated as unacceptable. Failure to follow any of the directions provided in Section L to include the use of Tabs could also result in an offeror's proposal being rated as unacceptable.**

**4. ORAL PROPOSALS:**

(a) **Form of Presentation:** Offerors will make their oral presentation in person to the Proposal Evaluation Board (PEB), technical experts, and authorized contracting personnel. Overhead transparencies or electronic presentations may be used to outline and parrot the presentation but videotapes or any other form of media shall not be used. All presentations should be prepared using Power Point (Windows 2000/XP or later) and saved on a CD. The Government will provide the overhead projector, the overhead screen, and the computer projection system. The following equipment is currently available for use in the Command Conference Room, Building 400: Type of Projector: Proxima Projectors (9280); Gateway Computer; 28GB Hard Drive Capacity; and Speed of Computer: 1GHZ, 250MB Zip Driver, CD Writer and Reader, 384 MB of Memory. Dual Projection, VHS and ¾" tape players are also available, if needed.

(b) **Time Allowed for the Presentations:** Each offeror will have one hour for the oral presentation. The Government will tape the presentation and will provide the

offerors with a copy of the videotape. Offerors may have thirty minutes before and thirty minutes after the presentation for set-up and clean-up.

(c) **Documentation:** At the beginning of the presentation, the offeror shall provide the PEB with a listing of the names, firms, and position titles of all attendees. The Government will not accept for evaluation any additional documentation after the cut-off date in Block 9 of the Standard Form 33. Offerors are prohibited from taping or recording their own presentation.

(d) **Offeror's Presentation Team:** The presentation shall be given by one company representative which does not necessarily have to be the proposed Program Manager (PM). A total of four contractor representatives (two management officials, the proposed PM and one computer operator if offerors are bringing their own computer equipment) may attend the presentation. If contractors are not bringing their own computer equipment, the computer operator listed above may not be replaced with a management official.

(e) **Clarification of Oral Presentation Points:** After completion of oral presentations, the Government will take at least a three hour recess to review the offeror's presentation to determine if all points were clearly or adequately addressed in the presentation. The question and answer session will reconvene at approximately 1430 hours the same day and will also be videotaped. The time required for clarifications is limited to one hour and will not be counted against the offeror's one hour presentation time limit. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions or negotiations. The Government will not inform an offeror of their strengths, deficiencies, or weaknesses during the presentation.

(f) **Price/Costs:** No price information shall be included in the presentation narrative or hard copies.

(g) **Content of Oral Presentations:** The oral presentation should not duplicate all of the information provided in the written portion of the proposal.

5. **WRITTEN PROPOSAL:** The written proposal shall be prepared and submitted in hardcopy in three severable Volumes for the areas described below.

6. **PROPOSALS:** The evaluation will be limited to the information provided and nothing will be assumed. Each volume should be separated using Tabs as depicted below.

**VOLUME 1 - FACTOR 1: MANAGEMENT/TECHNICAL.**

(a) Tab 1a - **Subfactor 1a: Ability to Perform.**

(1) Employee Incentives (Form 1.a) – On Form 1.a, offerors should document ability to maintain stability in the workforce and ability to retain personnel through use of incentives (e.g., pay above minimum payrate in Department of Labor (DOL) Wage Determination, benefits exceeding the minimum health and welfare rate in DOL Wage Determination, career enhancing training, bonuses, company contributions to employee retirement plans, other incentives, etc.) (written)

(2) Offerors should describe how employees will be recruited and hired who possess the required skills, qualifications, and certifications to perform the required services at the proposed rates. (oral)

(3) If a labor category is not on the Department of Labor Wage Determination, offerors should describe what each labor category was conformed to and why. (oral)

(b) Tab 1b - **Subfactor 1b: Management.**

(1) Offerors should describe the proposed organization chart identifying all participating organizations, if applicable, their relationships, and their function. (oral)

(2) Offerors should describe the proposed organizational structure, the proposed reporting lines, and roles and responsibilities of key positions reporting directly to the PM. Offerors should discuss ability to be flexible to accommodate changing requirements. (oral)

(3) Resumes (Form 1.b). Offerors should provide a resume for the Program Manager proposed for this contract. The resume shall be single-spaced, no longer than three pages in length and shall follow the format provided on Form 1.b. (written)

(4) Offerors should describe their transition plan and all the actions required to have an orderly and effective transition. (oral)

(c) Tab 1c - **Subfactor 1c: Experience.**

(1) Offerors should demonstrate experience in having used a similar approach to successfully manage a contract, including any lessons learned that will be incorporated into the offeror's proposed approach. Discuss historical experience in hiring, managing, and replacing personnel in comparable positions and pay range. Discuss historical turnover rates in comparable positions. Experience is to be distinguished from past performance which reflects the quality of that experience as a means of predicting performance risk. (oral)

(2) Past Experience Matrix (Form 1.c). Using the reference numbers from Form 2.a, offerors should complete Form 1.c for the last six years. This

information will be used to evaluate the quantity of experience the offeror has in performing the functions identified in the Statement of Work (SOW). (written)

(d) Tab 1d - **Subfactor 1d: Safety**. Offerors should describe corporate philosophy regarding safety and the offeror's safety program for the proposed organization. Describe procedures to ensure all operating equipment and tools conform to OSHA standards, and other laws and regulations. (oral)

(e) Tab 1e - **Subfactor 1e: Environmental Compliance**. Offerors should describe corporate philosophy regarding environmental compliance and the environmental program for the proposed organization. (oral)

(f) Tab 1f - **Subfactor 1f: Security**. Offerors should describe corporate philosophy regarding security and the offeror's security program for the proposed organization. (oral)

(g) Tab 1g – **Subfactor 1g: Technical for Machining, Welding and Fabrication**. Offerors should demonstrate that they have a thorough understanding of the scope and complexity of the work and the challenges inherent in performing these functions. Stating that the offeror understands and will comply with the technical requirements is not adequate. Similarly, phrases such as “standard procedures will be employed” or “well-known techniques will be used” are also inadequate. (oral)

(h) Tab 1h – **Subfactor 1h: Contract Summary of Relevant Past Performance (Form 2.a)**. Offerors should include a copy of Form 2.a in this Tab since the reference numbers on this document are used throughout the proposal. Form 2.a will not be rated in Factor 1. (written)

**VOLUME 2 - FACTOR 2: Past Performance**. The Government's Performance Risk Assessment Group (PRAG) will evaluate the offeror's past performance on contracts of similar size, scope, and complexity to assess performance risk for this project. Past performance data is required for the offeror and all subcontractors, if applicable. The proposed team (consisting of the prime and all subcontractors, if applicable) is expected to collectively demonstrate relevant performance in all functional areas. The time standard for relevant contracts are those (i) awarded within 3 years prior to the closing date of this solicitation or (ii) awarded more than 3 years ago, but completed within 1 year of the closing of this solicitation, and/or (iii) on-going contracts. All relevant Federal Government contracts meeting the stated time standard shall be included. State and local Government contracts and commercial contracts may be included if the Federal Government contracts do not demonstrate adequate relevant performance in all functions in the SOW. (written)

**Note: Offerors are reminded that both data submitted by the offeror and data independently obtained by the Government**

**may be used to evaluate the offeror's past performance as the basis to determine performance risk. Since the Government may not contact all of the references provided by the offeror, it is incumbent upon the offeror to fully explain the relevance of the data provided and to ensure that the data is current, accurate, and complete. The Government does not assume the duty to search for clarifications or cure problems it finds in the proposal.**

Volume 2 (Past Performance) shall be organized as follows:

**Cover.**

**Table of Contents.**

(a) Tab 2a – **Contract Summary of Relevant Past Performance (Form 2.a).** Assign a capital alpha character to each contract listed and use this letter when referring to this contract or events associated with this contract throughout this proposal, as applicable. (written)

(b) Tab 2b – **Contract References (Form 2.b).** Using the reference numbers from Form 2.a, offerors should complete Contract References (Form 2.b) for all contracts listed on Form 2.a, providing at least four references for each contract. Some of these references may be contacted by the Government, either by telephone or by written questionnaire, to verify information provided for the purposes of assessing the offeror's performance risk. Additionally, the Government reserves the right to contact persons not identified as references to assess the offeror's performance risk. For non-Government contracts, the references should be customer points of contact with knowledge of the offeror's past performance. It is the offeror's responsibility to ensure that all information included on this form is current, accurate, and complete. (written)

(c) Tab 2c – **Narratives.** Using the reference numbers from Form 2.a, offerors should provide a narrative for each contract listed on Form 2.a. Each contract should be tabbed separately (e.g., Contract A, B, C, etc.) and address the following: organization structure and management experience gained on that contract, past experiences relevant to this project, responsiveness to incidents which adversely impacted performance, etc. Total page limitation for each reference number is one single-spaced page. (written)

**VOLUME 3 - FACTOR 3: Cost/Price.** A cost/price proposal addressing all cost item elements (labor, materials, travel, training, and facility charges) contained in Section B of the solicitation will be prepared and submitted by each offeror for each year in the solicitation. Labor Cost Detail – Form 3.a, Supporting Labor Detail – Form 3.b, Cost Breakout By Year – Form 3.c, and Solicitation Attachment 1, Estimated Hours

Cost/price shall also be included in support of the labor costs in Section B. Cost/Price information shall ONLY be shown in Volume 3, Cost/Price proposal, and shall NOT be displayed in other volumes or sections of the offerors' proposal. Instructions for preparation and submission of the offeror cost/price proposals are as follows: (written & electronic)

**(a) A proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost or price shall be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offerors' understanding of the nature and scope of the work required and may be grounds for rejection of the proposal. The burden of proof as to cost/price credibility rests with the offeror.**

(b) FAR 15.403-5(b) authorizes the Contracting Officer to specify the format of certain submitted cost/price data. Therefore, offerors should complete the following forms for all proposed labor categories for the base year and each of the option years:

- (1) Labor Cost Detail – Form 3.a.
- (2) Supporting Labor Detail – Form 3.b.
- (3) Cost Breakout By Year – Form 3.c.
- (4) Attachment 1, Estimated Hours
- (5) Section B – Supplies or Services and Prices.

The purpose of the worksheets is to provide a simplified uniform format and to streamline and standardize proposal analysis/evaluation & contract administration. Most importantly, this standardized format will enable an "apples-to-apples" comparison among offeror cost/price proposals. Labor Cost Detail – Form 3.a and Supporting Labor Detail – Form 3.b. shall also be submitted for any subcontractors or teaming partners proposing labor. If such subcontractor or teaming partner refuses to provide the information to and through the prime contractor, then the subcontractor/partner shall provide the information directly to the contracting officer. These worksheets are to be the supporting basis of the labor amounts proposed Section B of the offerors' cost proposal. They are to be submitted in both hardcopy and electronic format as part of the cost proposal as discussed below.

(c) Additional narrative and/or schedules are requested in the footnotes to the worksheets (e.g. fringe benefit, overhead, & G&A rates). Additional voluntary information is encouraged where necessary to enhance the understanding of the cost proposal. Any supporting narrative should be submitted in Microsoft Word (Office 2000) compatible format. Any supporting schedules should be submitted in a Microsoft Excel (2000) readable format.

(d) The completed Microsoft Excel Worksheets should be submitted in a read only protected format and should NOT be "linked" to an external worksheet unless that worksheet is also provided to the Government.

(e) Three hard copies of the cost proposal and accompanying hard copy worksheets for the base and each of the option years shall be submitted in the form of 3.5 inch diskette or compact disk (CD) in a Microsoft Windows 2000 readable format.

(f) All costs/prices and expenditure profiles for this acquisition shall be stated in current year dollars. Calculation rounding is inevitable and is acceptable; therefore, total and grand total amounts in and between the schedules and other sections of the cost proposal, and Contract Section "B" shall agree except for typical minor rounding differences.

(g) Offerors should consider the terms of FAR 52.222-41, "Service Contract Act (SCA) of 1965, As Amended", FAR 52.222-43, "Fair Labor Standards Act and Service Contract Act -Price Adjustment (Multiple Year and Option Contracts)," and any appropriate prevailing wage determinations when proposing direct labor and associated fringe benefit rates for any SCA covered non-exempt labor categories.

(h) Labor rates for option year exempt labor categories can be escalated for inflation. However, non-exempt labor categories covered by Dept. of Labor (DoL) SCA Wage Determinations & collective bargaining agreements (CBAs) shall NOT be escalated.

(i) **Labor Cost Detail – Form 3.a:** A blank Excel spreadsheet titled "Form 3.a.xls" has been provided with this solicitation and is to be completed by each offeror, subcontractor, and/or teaming partner proposing labor. It is the basis for the rates and amounts contained in solicitation Attachment 1, Estimated Hours and in turn Section B. The spreadsheet computes total labor cost on a basic 2,080 (52 weeks X 40 hrs./week) hour work year basis and divides this cost by productive hours since productive hours are hours actually worked. Thus only productive hours will be billed to the contract. This computed productive hour rate is then multiplied by the estimated productive hours contemplated for this contract. These estimated hours may or may not be actually ordered and worked on this contract. This spreadsheet is to be completed by all offerors and is to be submitted in hard copy and in electronic (e.g. floppy or CD disk) as discussed above with the cost/price proposal. The general format contained within the spreadsheet shall be used to the maximum extent possible in support the proposed productive labor rates/costs. The spreadsheet can be modified (i.e. add/subtract certain columns) in order to reflect the realities the offeror's accounting system. However, the general format shall be maintained to the maximum extent possible. For instance, in some instances statutory and other fringe benefit costs (e.g. health & welfare, FICA, FUTA, SUTA, or workman's compensation, etc.) may be included in overhead in certain accounting systems. In such cases, the same level of detail is required in the cost proposal for these elements of cost as is contained in the spreadsheet. This is necessary for cost reasonableness/realism analysis purposes and

to ensure that the elements of labor cost meet the statutory minimums or maximums. Specific directions for the completion of Form 3.a is provided below:

**Col. A:** Every proposed employee position should be listed in this column (e.g., engineering technician, computer operator, etc.)

**Col. B:** Exempt (E) or Non-exempt (NE).

**Col. C:** Productive hours = actual hours worked EXCLUDING vacation, holidays (for example 2,080 hrs – 160 hrs.= 1,920 hrs = productive hrs.)

**Col. D:** Regular hours = productive hours PLUS vacation & holidays (e.g., 52 weeks \* 40 hrs/wk = 2,080 hrs.). For overtime purposes productive hours usually equal regular hours.

**Col. E:** Please enter the proposed "BASE" labor rate. SCA non-exempt base labor rates shall not be less than the wage rates contained in the applicable DoL Wage Determination. For option years, escalation can be applied to exempt rates. However, escalation is NOT to be applied to non-exempt or conformed rates covered by a DoL Wage Determination. Any adjustments to DoL wage determination covered non-exempt labor will be made if and when future DoL wage determination adjustments justify an increase or decrease to covered labor rates.

**Col. F:** Multiply Col. D by E to determine total annual base salary.

**Col. G:** Enter total health & welfare costs (for example, DoL hourly H&W rate \* Col. D for non-exempt positions).

**Col. H:** Enter total social security (FICA) costs on total paid wages.

**Col. I:** Enter total applicable federal unemployment tax (FUTA) on applicable wages.

**Col. J:** Enter total applicable state unemployment tax (SUTA) on applicable wages.

**Col. K:** Enter total applicable workman's compensation on applicable wages.

**Col. L:** Enter total of any other fringe benefits. Please provide description or separate schedule detailing other fringe benefits paid.

**Col. M:** Subtotal Cols. F through L.

**Col. N:** Enter overhead costs (e.g. overhead rate \* applicable labor base costs (i.e., labor \$)). Also, on a separate sheet describe and provide a quantitative schedule detailing the composition of the overhead pool and allocation base used. If the fringe benefits contained in Cols. G through L are included in proposed overhead provide the same detail as requested in cols. G through L of the spreadsheet for cost/price analysis purposes. Also if the fringe costs in Cols. G through L are included in overhead Col. N, do NOT include these same costs again in Cols. G & L otherwise the costs will be double counted. In other words, the categories of cost in Cols. G through L shall be in Cols. G through L OR in overhead, but not BOTH.

**Col. O:** Subtotal, Col. M + Col. N.

**Col. P:** Enter General & Administrative (G&A) expense costs (e.g. G&A rate \* applicable base costs (i.e., total cost input, etc.)). Also, on a separate sheet describe and provide a quantitative schedule detailing the composition and amounts of the pool and allocation base used for estimating purposes. Do not include amounts in G&A that were also previously included in Cols. F through O otherwise a double counting of costs may result.

**Col Q:** Total Cost, Col. O + Col. P.

**Col. R:** Enter profit/fee.

**Col. S:** Total Price, Col. Q + Col. R.

**Col. T:** Total price per productive hour. Col. S divided by productive hours in Col. C.

**Col. U:** Enter estimated PRODUCTIVE hours. These hours are the hours actually worked and billed to the Govt. They are estimates, therefore, they may or may not be ordered by the Govt. during the contemplated contract.

**Col. V:** Multiply Col. T times U, total, and enter in Attachment 1, Estimated Hours and in Section B of the proposal. In other words, the loaded rates and amounts computed in Col. V are the basis for Attachment 1 and Section B.

(j) **Supporting Labor Detail – Form 3.b:** This schedule provides supplemental DoL data and is to be prepared in support for each of the above Labor Cost Detail – Form 3.a schedules:

**Col A:** Position titles.

**Col B:** Enter exempt (E) or non-exempt (NE).

**Col C:** Are the employees full time, part time, temporary, or intermittent? Col D: For exempt employees, please enter the basis of the proposed base labor rate (pay schedule, study, survey, source, etc.)

**Col E:** For non-exempt enter whether the proposed labor category is an exact match or conformed to a labor category in the applicable DoL Wage Determination.

**Col F:** Please enter DoL Labor Category for non-exempt employees from the DoL Wage Determination.

(k) **Specific directions for the completion of Attachment 1, Estimated Hours:** Enter the loaded labor rates from Col. T of the Labor Cost Detail – Form 3.a worksheet into Attachment 1. The individual amounts in Col. V and grand total should agree between the two spreadsheets.

(l) **Specific directions for the completion of Section B – Supplies or Services and Prices:** Enter the grand total labor amount from Attachment 1 into the labor amount of Section B of the offeror proposal. Enter other amounts as directed. Any applicable burdens must be included. If a burden is to be applied, use the format shown below.

$$\begin{array}{l}
 \$ \underline{\hspace{2cm}} \quad \times \quad \underline{\hspace{2cm}} \% \quad = \quad \$ \underline{\hspace{2cm}} \\
 \text{Estimated Material} \quad \times \quad \text{Applicable Burden Percent} \quad = \quad \text{Total Estimated Amount} \\
 \text{(from Form 3.c.)}
 \end{array}$$

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense 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. [Contracting Officer check appropriate box.]

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time and Materials contract resulting from this solicitation.

(End of clause)

## 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:

U.S. Army Research, Development and Engineering Command Acquisition Center  
 ATTN: AMSRD-ACC-U (Kathryn Bankerd)  
 4118 Susquehanna Avenue  
 Aberdeen Proving Ground, MD 21005-3013

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

(End of provision)

## 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):

[Insert one or more Internet addresses]

(End of provision)

AMCAC 52.0204-4011, LEGEND OF ACRONYMS AND BREVITY CODES (SEP 1999)

<u>ACRONYM</u>	<u>MEANING</u>
FAR	Federal Acquisition Regulation
DFARS	DoD FAR Supplement
CLIN	Contract Line Item Number
SUB-CLIN or SLIN	Contract Subline Item Number
OSHA	Occupational Safety Health Act
FOB	Free-on-Board
PCO	Procuring Contracting Officer
CFR	Code of Federal Regulations
LSA	Labor Surplus Area
SF	Standard Form
DD or DoD	Department of Defense
NSP	Not Separately Priced

AMCAC 52.0216-4003, NOTICE – ADEQUACY OF ACCOUNTING SYSTEM (AUG 1999)

The contract awarded as a result of this solicitation will be a Time and Materials type. The successful offeror is required by FAR 16.301-3 to have an adequate accounting system. The adequacy of a contractor's accounting system is determined in a review performed by the cognizant Defense contract Audit Agency.

AMCAC 52.0222-4006, OVERTIME OR SHIFT PREMIUMS (SEP 1999)

Quote \_\_\_ is \_\_\_ is not based upon payment of overtime or shift premiums. If "YES," give particulars in proposal/quotation. (NOTE: It is the policy of the Department of Defense that contracts will be performed, so far as practicable, without the use of overtime, extra-pay shifts, or multi-shifts, and in particular, without the use of overtime as a regular employment practice.)

AMCAC 52.0222-4007, NOTICE OF WAGE DETERMINATION (AUG 1999)

Any contract awarded as a result of this solicitation will be subject to Wage Determination Number 94-2247 (Rev. 25) dated 27 May 2004. A copy of the current wage determination is attached to this solicitation.

AMCAC 52.0223-4000, NOTICE TO OFFERORS – USE OF CLASS I OZONE-DEPLETING

## SUBSTANCES (JAN 2000)

a. In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the clean Air Act (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

b. To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C or the statement of work of this document.

c. If offerors possess any special knowledge about any other ODS required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

## AMC-Level Protest Program (JUL 1999)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO), or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in Federal Acquisition Regulation 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command                      or                      Facsimile number (703) 806-866/8875  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527

Packages sent by FedEx or UPS should be addressed to: HQ, Army Materiel Command

Office of Command Counsel

Room 2-1SE3401

1412 Jackson Loop

Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

## Section M - Evaluation Factors for Award

EVALUATION FACTORS

## M EVALUATION FACTORS FOR AWARD

The goal of this acquisition is to procure the best approach toward meeting the requirements of the solicitation. To be considered for award, an offeror must be determined to be acceptable in all areas. A deficiency in any of the areas could constitute a basis for rejection of a proposal. Award will be made to the offeror whose proposal represents the best overall value to the Government. The Government reserves the right to award to other than the lowest priced offeror.

**Evaluation Factors and Their Relative Order of Importance**

The evaluation factors for this solicitation and their relative importance are listed below:

<b>Factor 1</b>	Management/Technical (oral and written in Volume 1)
<b>Factor 2</b>	Past Performance (written in Volume 2)
<b>Factor 3</b>	Cost/Price (written in Volume 3)

Factor 1 is the most important factor. Factor 3 is the least important factor but when Factors 2 and 3 are combined, they are less important than Factor 1.

**FACTOR 1: MANAGEMENT (oral and written in Volume 1)**

**Subfactor 1a: Ability to Perform**

**Subfactor 1b: Management**

**Subfactor 1c: Experience**

**Subfactor 1d: Safety**

**Subfactor 1e: Environmental Compliance**

**Subfactor 1f: Security**

**Subfactor 1g: Technical for Machining, Welding and Fabrication**

**Subfactor 1h: Form 2.a**

Factor 1 is comprised of eight subfactors but only Subfactors 1a – 1g will be rated in Factor 1. Subfactor 1a is the most important. Subfactors 1b, 1c, 1d, 1e, 1f, and 1g are of equal importance, and when combined are less important than Subfactor 1a.

**Rating Methodology for Factor 1:** Factor 1 will be rated using adjectival ratings. The ratings that will be used and their descriptions are provided below.

**Excellent:** Excellent in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirement.

**Good:** High quality in most respects; offers one or more advantages not offset by disadvantages; good probability of success with overall low to moderate degree of risk in meeting the Government's requirements.

**Average:** Average quality; any advantages are offset by disadvantages; fair probability of success with overall moderate to high degree of risk in meeting the Government's requirements.

**Unacceptable:** A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Government's requirements; and these conditions cannot be corrected without a major rewrite or revision of the proposal.

## **FACTOR 2: PAST PERFORMANCE (written in Volume 2)**

During the source selection process, the Government will assess the relative risks associated with each proposal. It is important to note the distinction between proposal risk and performance risk. Proposal risks are those risks associated with an offeror's proposed approach in meeting the Government's requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation under the technical, management and cost areas. Performance risks are those risks associated with an offeror's likelihood of success in performing the solicitation requirements as indicated by the offeror's record of past performance. Performance risk is assessed by the Performance Risk Assessment Group (PRAG) and is assigned a narrative rating in the performance risk area of the evaluation.

The PRAG will conduct a performance risk assessment based upon the currency, relevancy, source, context, and general trend of the offeror's past performance as it relates to the probability of successful accomplishment of all the performance requirements of this solicitation. The PRAG evaluation will consider the performance of the offeror and all team or joint venture members and subcontractors, if applicable, as it relates to all solicitation requirements, including cost, schedule, and performance. The PRAG will consider the offeror's adherence to contract schedule, including the administrative aspects of performance; the offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's record of compliance with safety, environmental and security laws and regulations; and generally, the offeror's businesslike concern for the interests of its' customers.

Each performance risk assessment will consider the furnished or gathered data, significant achievements, the number and severity of problems, the effectiveness of corrective actions taken, and the overall work record. The PRAG will obtain any available information on the offeror and its' proposed subcontractors including data from the Contractor Information System at Army Materiel Command (AMC), similar databases within the Department of Defense (DoD), or other sources.

**Rating Methodology for Factor 2:** A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding may result in an overall high performance risk rating. Therefore,

offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. The offeror's performance risk will be evaluated and will be given one of the following adjectival ratings:

**Low Risk:** Based on the offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort.

**Moderately Risk:** Based on the offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort.

**High Risk:** Based on the offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort.

**Unknown Risk:** No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. To receive an Unknown Risk Rating, the offeror must include the following statement: "The offeror has no relevant past performance." Otherwise, one of the other ratings will be applied, with the Government determining relevancy.

Since the PRAG does not perform the proposal risk assessment, it generally will not review the technical, management or cost sections of the offeror's proposal. In conducting the performance risk assessment, the Government may not necessarily interview all of the sources provided by the offerors. Therefore, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving acceptability rests with the offerors.

### **FACTOR 3: COST/PRICE (written in Volume 3)**

Although price is less important than the other evaluation factors, it is an important factor and should not be ignored. Cost/Price will be evaluated to determine whether the offeror understands the requirements and risks inherent in the scope of work. In addition, Cost/Price will be evaluated to determine the feasibility of performing all the terms and conditions of the offer within the total price proposed by the offeror.

a. Cost will be evaluated as necessary for realism and reasonableness in accordance with the cost/price evaluation criteria contained in FAR 15.404 for the entire estimated length of the contract.

b. Cost realism is a matter of whether or not the offeror has proposed sufficient resources to successfully perform the contractor work. Resources include labor, materials, facilities, equipment, travel, incentives, and other elements of cost (direct and indirect) necessary to provide timely conformance to the statement of work. Unrealistically low prices will be closely scrutinized and may result in an unacceptable proposal. Offerors proposing prices the Government considers unrealistically low may be required to prove that they understand the work, if that is not clearly demonstrated to the Government's satisfaction in the merit factors

area. The offeror will be required to satisfy the Government that they have not made a mistake, are committed to the satisfaction of the contract requirements, and have solid business reasons for their price.

c. Price reasonableness is a matter of the competitiveness of the offeror's proposal, considering the price and the merit factors area. Competitiveness is not determined by a simple comparison with the prices proposed by the other offerors, but rather, involves making trade-offs among offers with varying degrees of advantageousness. For that reason, award will be made to the offeror determined to be most advantageous to the Government, cost and other factors considered. Consequently, integration of the merit factors with the total evaluated price could result in an award to other than the offeror with the lowest evaluated price.

## BASIS FOR AWARD

Award will be made to that offeror whose proposal is determined to be the **best value** to the Government based on the evaluation criteria. **The Government reserves the right to award without discussions with offerors.** Therefore, offerors are cautioned to ensure that their proposal contains all necessary information and is complete in all respects.

## CLAUSES INCORPORATED BY FULL TEXT

### 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).

(End of provision)

### AMCAC 52.0214-4004, EVALUATION OF BIDS/OFFERS – ALL OR NONE (OCT 1999)

A bidder/offeror must quote on all items in this solicitation to be eligible for award. The Government will award on an "all or none" basis. Evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.