

# Attachment 1

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*Section A:*

Contract Line Item Numbers 1 – 15

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Carryover 16 Moving Units FFP 8hrs, 24'-26' truck and Equipment (Moving blankets, furniture pads, hand trucks, moving straps, tie ups/downs)	200	Unit		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Supporting Units FFP 8hrs, 1 Mover	800	Unit		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Materials/ODCs FFP Moving Boxes, Wrapping Material, and Sealing Tape necessary to accommodate official files, books, furniture, and equipment. SEE CONSUMABLE ITEMS LIST. Materials/ODCs shall not exceed \$14,000.	1	Lot		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Moving Units FFP 8hrs, 24'-26' truck and Equipment (Moving blankets, furniture pads, hand trucks, moving straps, tie ups/downs)	200	Unit		

NET AMT 

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Supporting Units FFP 8hrs, 1 Mover	800	Unit		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Materials/ODCs FFP Moving Boxes, Wrapping Material, and Sealing Tape necessary to accommodate official files, books, furniture, and equipment. SEE CONSUMABLE ITEMS LIST. Materials/ODCs shall not exceed \$14,000.	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Moving Units FFP 8hrs, 24'-26' truck and Equipment (Moving blankets, furniture pads, hand trucks, moving straps, tie ups/downs)	200	Unit		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Supporting Units FFP 8hrs, 1 Mover	800	Unit		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Materials/ODCs FFP Moving Boxes, Wrapping Material, and Sealing Tape necessary to accommodate official files, books, furniture, and equipment. SEE CONSUMABLE ITEMS LIST. Materials/ODCs shall not exceed \$14,000.	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Materials/ODCs	1	Lot		
OPTION	FFP				
	Moving Boxes, Wrapping Material, and Sealing Tape necessary to accommodate official files, books, furniture, and equipment. SEE CONSUMABLE ITEMS LIST. Materials/ODCs shall not exceed \$14,000.				

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Consumable Items List

Item	Quantity	Price - Base	Price - Option 1	Price - Option 2	Price - Option 3	Price - Option 4
<b>Boxes</b>						
1.5 Cubic Feet	Per Box					
3 Cubic Feet	Per Box					
Mirror Boxes	Per Box					
Packing Totes	Per Tote Rental					
<b>Packing Material</b>						
Packing Paper	Per 12" x 900' Roll					
Tape	Per 2" x 55 Yard Roll					
Shrink Wrap	Per 17.5" x 1,500' Roll, 47 Gauge					
Bubble Wrap	Per 12" x 300' Roll					

## Section B:

# Performance Work Statement for Naval War College Complex Newport RI

## 1. Background

The Naval War College (NWC) is an Echelon 2 command responsible for Joint Professional Military Education (phases 1 and 2), graduate level military education, leadership, and includes advanced research programs. The NWC has four key missions:

- Develop strategic and operational leaders
- Help CNO define the future Navy and its roles and missions
- Support combat readiness
- Strengthen maritime security cooperation

The NWC plays a critical role in the Navy's efforts to define and achieve operational effectiveness through research and education into operational and strategic issues of great importance to the Navy.

## 2. Scope

The objective of this solicitation is the establishment of an Indefinite Delivery/Indefinite Quantity Contract for moving services to provide a responsive and flexible capability to support the Naval War College Office relocation services throughout the NWC Complex. This includes but is not limited to executing specific task orders that support the removal, relocation, and disposition of:

- A. Workstations (i.e., modular free-standing, panel system and case good)
- B. Desks (i.e., Executive (L-shaped), standard (with and without hutch), standup.
- C. Chairs (i.e., Queen Anne, Executive, conference, task (with and without wheels)
- D. Cabinets (i.e., display, file, audio visual, lateral, combination)
- E. Secure Filing containers (two, four, and five drawers (safes)
- F. Ancillary products (i.e. bookcases, credenzas, end tables, coffee tables, books)
- G. Information Technology (IT) equipment and computer workstations (i.e., computers, monitors, switch boxes, auxiliary power supplies, phones, copiers, printers, fax machines, server racks)
- H. Office files and office supplies
- I. Kitchen equipment (i.e., refrigerators (small and large), microwaves, coffee machines)
- J. Televisions
- K. Tables and Stands (i.e., conference, microwave, television, mobile and mobile tier)
- L. White boards (wall mounted and free standing)
- M. Sofas
- N. Boxes (i.e., Mirror, Electronic/TV/Microwave)
- O. Clocks
- P. Dehumidifiers

Individual task orders will be firm-fixed priced based on the number of Moving Units and the number of Supporting Units proposed and awarded using the negotiated contractor's Moving Unit rate and Supporting Unit rate. A Moving Day is defined as a 1 Moving unit and 2 supporting units and all labor, trucks, material handling equipment, furniture pads, and any other equipment and indirect labor required by the contractor to affect the complete task order moving services in accordance with standard industry practices. Other Direct Costs to be priced in individual task orders include moving boxes, wrapping material, and sealing tape under Task 2 below and any other necessary material proposed for and accepted/included in an individual task order.

The locations of work activity will be primarily within the NWC Complex and on the Naval Station Newport Operating Base (NAVSTA) Newport Rhode Island. Specific moving requirements (to include detailed locations of the building, floor/deck number, room number, access to elevators/stairs and/or loading/unloading dock, etc.) within and between these locations will be addressed in individual task orders.

It is anticipated that a specific task order for relocating files /desk supplies and furniture would generally be limited to individual or modular/cubical office furniture sets having the same destination and disposition at a time. However, there may be instances where task orders of this type may have multiple pickup and delivery destinations.

### **3. Requirements/Tasks**

Task 1: Disposition of two-, four-, and five-drawer secure filing containers (safes): Safes will be emptied and prepared by the user prior to contract disposition. The contractor shall remove, load, transport, unload, and deliver to the location designated for reuse or to DRMO 47 Chandler Street, Newport RI and will be accompanied by the task order government technical assistant/escort in accordance with the instructions specified in the individual task order.

The approximate dead weight for the two-drawer filing container is 280 pounds, and the four- and five-drawer filing containers are approximately 600 pounds. Along with points of origin and destination, the type and number of safes will be provided in the individual task order.

Task 2: Relocate files and office supplies: The contractor shall deliver empty small (1.5cf) & medium (3cf) moving boxes, 'Letter' & 'Legal' tote boxes, mirror boxes, Electronic/TV/Microwave boxes, wrapping paper and sealing tape to the location (building/floor/room) requested no later than a specified date in the task order. The contractor shall subsequently return to the location and proceed with the removal, loading, transporting, delivery and unloading of the user-packed and marked boxes from the specified location (building/floor/room) to another specific location on a subsequent date also specified in the task order.

Task 3: Relocate workstations: The contractor shall be capable of the disassembly and reassembly of the furniture types identified in the task order. The contractor shall disassemble, wrap, remove, load, transport, deliver, unload, and reassemble (per provided design) from the specified location (building/floor/room) to another specific location on a subsequent date also specified in the task order. Materials that will need to be stored for a delivery on an alternate date, the materials will be stored at a specified location in the task order within the facilities of the college.

The furniture types include modular free-standing, panel systems, and case goods. Workstations are from a variety of manufacturers (i.e., Steelcase, Unicor, Herman Miller, Allsteel, Hon, Groupe Lacasse, CenterCore, Knoll, Artopex, High Point, Kimball, National, OFS, Biomorph, Greiger, Bretford, Trendway, Haworth, Jofco, and Indiana Desk).

Task 4: Dispose of workstations: The contractor shall be capable of the disassembly of the furniture types identified in the task order. The contractor shall disassemble, remove, palletize/package, load, transport, unload, and deliver items to the DRMO 47 Chandler St Newport, Rhode Island and will be accompanied by the task order government technical assistant/escort in accordance with the instructions specified in the individual task order.

The furniture types include modular free-standing, panel systems, and case goods. Workstations are from a variety of manufacturers (i.e., Steelcase, Unicor, Herman Miller, Allsteel, Hon, Groupe Lacasse, CenterCore, Knoll, Artopex, High Point, Kimball, National, OFS, Biomorph, Greiger, Bretford, Trendway, Haworth, Jofco, and Indiana Desk).

Task 5: Relocate office/case good furniture: The contractor shall perform the proper removal (which may require some incidental disassembly), wrapping, protection, loading, transport, unloading, and delivery of items from the specified location (building/floor/room) to another specific location on a subsequent date also specified in the task order

Task 6: Relocate office Information Technology (IT) equipment: The contractor shall perform the proper wrapping, packing, removal, loading, transporting, unloading and delivery of individual computer workstations (CPU, monitor, keyboard, mouse, CAC reader, external speakers/headphones), switch boxes, auxiliary power supplies, phones, copiers, printers, fax machines, combination units, and A/V equipment from the specified location (building/floor/room) to another specific location on a subsequent date also specified in the task order.

The contractor is not responsible for removal of any wall-mounted A/V equipment or support, or for disconnection of any individual IT equipment.

Task 7: Dispose of office Information Technology (IT) equipment: The contractor shall perform the proper palletizing, loading, transport, unloading and delivery of individual computer workstations, server racks, and office IT equipment point of use to DRMO 47 Chandler St Newport, Rhode Island and will be accompanied by the task order government technical assistant/escort in accordance with the instructions specified in the individual task order.

#### **4. Period of Performance/Task Ordering Periods:**

This contract will be for a full year's performance commencing from contract award for 365 days, with four (4) additional one year options.

#### **5. Place of Performance:**

Locations of work activity include any of the Buildings on the Naval War College complex Newport and/or Naval Station Newport, Newport Rhode Island.

#### **6. Base Access:**

The contractor is required to process, through the Naval Station Newport Pass and Identification Office, for temporary contractor badges and vehicle decals/passes in accordance with the process described below. US citizenship is required. Items needed to obtain badges and vehicle decals are as follows:

##### **BADGES**

- I-9 (See your company Human Resource Director)
- Driver's License or other identification (i.e., Social Security Card, Birth Certificate, or Passport) **NO COPIES WILL BE ACCEPTED AT PASS OFFICE**

##### **VEHICLE PASS**

- Vehicle Registration
- Proof of Insurance
- Proof of Inspection

#### **7. Security Procedures:**

The contractor shall contact the government escort identified in the individual task order 7 working days prior to crew arrival. The place for performance of all work is within secure facilities. The contractor personnel shall be required to remain with the government technical assistant/escort at all times during performance of the services identified in the individual task order.

The contractor shall submit a valid visit request to Naval Station Security In-processing Center prior to performance of the task order at that facility. All contractors performing services at the Naval War College facilities shall be required to sign in and sign out at the Conolly Quarterdeck. All contractor personnel shall be provided and must display the visitor's badge issued by the Security guards at all times.

#### **8. Travel and Other Direct Costs (ODC):**

Travel: The contractor will be not be allowed or allocated travel funding under this contract.

Other Direct Cost's will consist of a combination of the following items, which will be specified in each task order depending on the need:

##### **Boxes**

- 1.5 Cubic Feet Box
- 3 Cubic Feet Box
- Mirror Boxes
- Packing Totes Rental

##### **Packing Material**

- Packing Paper 12" x 900' Roll

Tape 2" x 55 Yard Roll  
Shrink Wrap 17.5" x 1,500' Roll, 47 Gauge  
Bubble Wrap 12" x 300' Roll

Other direct costs shall be capped at \$14,000 per performance period. Items shall be FFP using prices predetermined before award as listed in the consumable items list.

**9. ORDERING OFFICE:**

Naval War College Procurement Division Office will issue all task orders against the awarded contract for this solicitation.

**10. Points of Contacts:**

To be filled in at time of award.

*Section C:*

## **Additional Instructions**

### **GENERAL:**

Initial quotes and any modifications thereto are to be submitted to the Contracting Specialist on or before the closing date and time cited in the Combined Synopsis/Solicitation. Faxes, e-mails, and/or responses through NECO are not acceptable.

Hand-carried proposals are not encouraged. The Contracting Office is located on a secured compound. Only personnel with current DoD Common Access Cards (CACs) or appropriate military credentials will be able to access the compound. There will be no ability to drop off the proposals outside the compound.

Quoters shall submit their quotes in two separate volumes as follows:

Volume I	Non-Price Quote	Original, plus 1 hard copy and 1 CD* copy
Volume II	Price Quote	Original, plus 1 hard copy and 1 CD** copy

\* Non-Price Quote CD shall only contain the Non-Price quote in PDF format.

\*\* Price Quote CD shall only contain the Price Quote in Microsoft Excel format.

Quotes consist of and shall include Representations and Certifications completed by the quoter in accordance with instructions contained elsewhere in this solicitation. If the quoter has completed all of the representations and certifications required by this solicitation in SAM in accordance with FAR 52.204-8 and DFARS 252.204-7007 ALT A, then the quoter need not submit the hardcopy Representations and Certifications.

Quoters shall respond to all requirements of the solicitation document. Quoters are cautioned not to alter the solicitation. Alternate quotes are not authorized. An objection to any of the terms and conditions of the solicitation will constitute a deficiency which will make the quote ineligible for award.

### **REQUIREMENTS FOR QUOTE CONTENT:**

Each volume should contain the following items in addition to the other information required by this solicitation:

Cover:	The cover should indicate the following: Title of the quote Volume Number (I or II) Solicitation number Name and address of quoter Identification of original signature copy
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Table of Contents: The table of contents should provide detail sufficient to allow the important elements to be easily located. The use of tabs and dividers are encouraged.

Requirements for Style: Each quoter shall submit a quote that clearly and concisely sets forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective quote are not desired and may be construed as an indication of the quoter's lack of cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The quote shall contain all the pertinent information in sufficient detail in the one area of the quote where it contributes most critically to the discussion. When necessary, the quoter shall refer to the initial discussion and identify its location within its quote.

### **Page Limitations:**

Volume I, "Non-Price Quote": **Performance Approach** Section is limited to a maximum of ten (10) pages in length inclusive of any charts, diagrams, and/or other graphics; **Past Performance** Section is limited to a maximum of two (2) pages in length per reference. Each "page" is defined as one sheet, 8 ½ " x 11", with at least one inch margins

on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font). Lines shall, at a minimum, be single-spaced. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 ½" x 11" pages. The cover sheet, table of contents (not to exceed one page per volume), tabs, and dividers will not count toward the page limit. The one exception to the font size requirement shown above is that the "Past Performance Information Form" may be completed with a point size of 10 or greater. Pages submitted in excess of the page limitations described above will not be evaluated.

Volume II, "Price Quote," is not page limited.

#### **QUOTE CONTENT:**

##### (1) Volume I – Non-Price Quote

This volume shall address Performance Approach and Past Performance; additionally quotes shall include all information required for quote evaluation. This volume of the quote shall exclude any reference to the price aspects of the quote. Each page of each copy should include the following legend: Source Selection Information - See FAR 2.101 and 3.104.

The non-price evaluation factors are listed below, which will include Performance Approach and Past Performance:

##### Performance Approach: -

The offeror shall provide in detail a performance approach that will successfully accomplish the requirements of the solicitation, including all elements of PWS sections 3.1 Disposition of two-, four-, and five-drawer secure filing containers (safes), 3.2 Relocate files and office supplies, 3.3 Relocate workstations, 3.4 Dispose of workstations, 3.5 Relocate office/case good furniture, 3.6 Relocate office Information Technology (IT) equipment, and 3.7 Dispose of office Information Technology (IT) equipment. . The offeror should provide an overview of the offeror's quality control plan to monitor and ensure the quality of services provided, including corrective action procedures. The offeror should describe any risks associated with the solicitation, including the PWS and any risks associated with implementation of the offeror's performance approach; describe any techniques and actions to mitigate such risks; and explain whether the techniques and actions identified for risk mitigation have been successfully used by the offeror. The offeror should provide any other information the offeror considers relevant to the solicitation.

The offeror shall provide in detail a management approach that will successfully accomplish the requirements of the solicitation, including all elements of the PWS. The offeror shall demonstrate a management plan that shows the offeror has an acceptable organizational structure (as outlined in an organizational chart which identifies the management structure of key personnel with a description of roles and responsibilities). The management approach assesses the offeror's understanding of the skills needed to execute the requirements in the Performance Work Statement (PWS) as well as how they are to be implemented and utilized in contract performance in accordance with the PWS. The soundness of the plan and the comprehensiveness of the document will also be evaluated.

The offeror shall demonstrate a staffing plan that identifies adequate staffing and includes the labor categories and number of personnel proposed. The staffing plan assesses the offeror's intended methodology for accomplishing the following tasks: accommodate fluctuating workloads, minimize turnover, recruit and retain qualified experienced personnel. The soundness and comprehensiveness of the offeror's staffing plan and the intended methodology for obtaining and maintaining the skills needed in performance of the contract will be evaluated.

##### Past Performance –

The offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts within the past three years that is the same as, or similar to, the scope, magnitude and complexity of the work described by this solicitation. Only a single set of up to two (2) references shall be submitted.

The Past Performance factor is defined by how well the offeror has performed relevant contracts or efforts over the past five years. The primary focus of the Past Performance evaluation will be on those contracts identified in the proposal that are found to be relevant to the solicitation's requirements, although the Government reserves the right

to consider the quality of performance on relevant contracts or efforts that are not identified in the proposal. Greater significance will be placed on the quality of performance on contracts that are determined to be of greater relevance.

To demonstrate its past performance, the offeror shall identify up to two (2) of its most relevant contracts or efforts within the past three (3) years, and provide any other information the offeror considers relevant to the requirements of the solicitation. Offerors should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. If subcontractor past performance is provided as part of the three(3) of its most relevant contracts or efforts, the subcontractor past performance will be given weight relative to the scope, magnitude and complexity of the aspects of the work under the solicitation that the subcontractor is proposed to perform. Therefore, the offeror's proposal should detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform.

The offeror should complete a "Past Performance Information Form" for each reference submitted. The form is an attachment to the solicitation. For additional information regarding a particular reference beyond that which will fit on the form, the Offeror may continue onto another sheet of paper.

## (2) Volume II – Price

Volume II shall include the completed solicitation documents and a complete and detailed price breakdown with all supporting documentation, including at a minimum all proposed labor categories/labor mix, level of effort, and labor rates. The Government has established a Not-To-Exceed amount of \$14,000 for ODCs. The Not-to-Exceed ODC amounts will be utilized by the Government for evaluation purposes in determining the total evaluated price of a quote. Therefore, quoters shall use these estimates in preparing their price quote.

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

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

Each page of each copy should include the following legend: Source Selection Information - See FAR 2.101 and 3.104

## **EVALUATION CRITERIA AND THE BASIS FOR AWARD – Lowest Price Technically Acceptable**

A Lowest Price Technically Acceptable (LPTA) basis will be used for this requirement, award will be made to the responsible, small business concern, quoter whose quote provides an acceptable non-price quote and also offers the lowest price.

Prices will be evaluated on the basis of price analysis. Price analysis pertains to the quoter's ability to submit a firm fixed price quote which is fair and reasonable for the full contract performance.

## **CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS**

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.

- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

#### **QUALITY ASSURANCE SURVEILLANCE PLAN**

**Purpose:** To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. Critical performance processes and requirements. Critical to the performance of Integrated Shore/Afloat Anti-Terrorism/Force Protection Training & Exercises is the timely, accurate and thorough completion of all contract/task order requirements.

2. Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract.

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.

3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.

4. Performance Measurement: Performance will be measured in accordance with the following table:

<b>Performance Element</b>	<b>Performance Requirement</b>	<b>Surveillance Method</b>	<b>Frequency</b>	<b>Acceptable Quality Level</b>
Contractor Quality Control Plan  <i>(If required by the contract)</i>	QC activities, inspections, and corrective actions completed as required by the plan.	Inspection by the COR	Quarterly for overall QC activities;  As Required for corrective actions.	100% Compliance with the contractor plan.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.

Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract, reflected in the COR's annual report, may result in termination of the contract and may also result in the loss of future Government contracts. The contractor's failure to achieve satisfactory performance under the contract may result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

**THE FOLLOWING CLAUSES/PROVISIONS APPLY:**

- 52.203-3 Gratuities (APR 1984)
- 52.204-7 System for Award Management (JUL 2013)
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (DEC 2014)
- 52.209-5 Certification Regarding Responsibility Matters (APR 2010)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
- 52.209-7 Information Regarding Responsibility Matters (JUL 2013)
- 52.212-1 Instructions to Offerors--Commercial Items (APR 2014)
- 52.212-3 Alt I Offeror Representations and Certifications--Commercial Items (MAR 2015)
- 52.212-4 Contract Terms and Conditions--Commercial Items (MAY 2015)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (MAY 2015)

52.212-5 (Dev) Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019) (MAY 2015)

52.216-19 Order Limitations (OCT 1995)  
(a) \$750; (b)(1) TBD at contract award; (b)(2) TBD at contract award; (b)(3) 7 days; (d) 2 days

52.216-22 Indefinite Quantity (OCT 1995)  
(d) 72 months after contract award

52.217-5 Evaluation of Options (JUL 1990)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

52.222-3 Convict Labor (JUN 2003)

52.222-19 Child Labor -- Cooperation with Authorities and Remedies (JAN 2014)

52.222-21 Prohibition of Segregated Facilities (APR 2015)

52.222-26 Equal Opportunity (APR 2015)

52.222-35 Equal Opportunity for Veterans (JUL 2014)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

52.222-37 Employment Reports on Veterans (JUL 2014)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (MAY 2014)

52.222-42 Statement of Equivalent Rates For Federal Hires (MAY 2014)

52.222-50 Combating Trafficking in Persons (MAR 2015)

52.222-54 Employment Eligibility Verification (AUG 2013)

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2014)

52.222-99 (Dev) Establishing a Minimum Wage for Contractors (Deviation 2014-O0017) (JUN 2014)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. (DEC 2012)

52.228-5 Insurance - Work On A Government Installation (JAN 1997)

52.232-33 Payment by Electronic Funds Transfer--System for Award Management (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.233-2 Service of Protest (SEP 2006)  
*Michael Capilato, NAVSUP FLC Norfolk, Contracting Department, Philadelphia Office 700 Robbins Ave, Philadelphia, PA 19111 Building 2B, 215-697-9676, [Michael.Capilato@navy.mil](mailto:Michael.Capilato@navy.mil)*

52.237-1 Site Visit (APR 1984)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.247-34 F.O.B. Destination (NOV 1991)

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.203-7998 (Dev) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010) (FEB 2015)

252.204-7003 Control Of Government Personnel Work Product (APR 1992)

252.204-7004 Alt System for Award Management Alternate A (FEB 2014)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (AUG 2015)

252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)

252.205-7000 Provision Of Information to Cooperative Agreement Holders (DEC 1991)

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (DEC 2014)  
252.209-7992 (Dev) Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2015 Appropriations (DEC 2014)  
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)  
252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)  
*\*To be filled in at time of award*  
252.232-7010 Levies on Contract Payments (DEC 2006)  
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)  
252.243-7002 Requests for Equitable Adjustment (DEC 2012)  
252.244-7000 Subcontracts for Commercial Items (JUN 2013)  
252.247-7023 Transportation of Supplies by Sea (APR 2014)  
NAVSUP 5252.216-9403 Written Orders (Indefinite Delivery Contracts) (JAN 1992)

#### 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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

#### 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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

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

The Government contemplates award of a Firm Fixed Price IDIQ contract resulting from this solicitation.

(End of provision)

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.

Example -

	Ordering Period*	Performance Period**
Base	07 January 2016 - 06 January 2017	ending 06 January 2018
If Option Is Exercised	Ordering Period	Performance Period
Option I	07 January 2017 - 06 January 2018	ending 06 January 2019
Option II	07 January 2018 - 06 January 2019	ending 06 January 2020
Option III	07 January 2019 - 06 January 2020	ending 06 January 2021
Option IV	07 January 2020 - 06 January 2021	ending 06 January 2022

This Ordering Period and Performance Period example is for reference purposes only. Actual Dates will be determined by actual award date of the contract.

(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)

52.217-9 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 at any time before the exercise of the option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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 60 months.

(End of clause)

WAGE DETERMINATION

WD 96-0310 (Rev.-27) was first posted on www.wdol.gov on 07/14/2015

FL/HH/MS

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON, D.C. 20210
Daniel W. Simms    Division of Wage	Wage Determination No: 1996-0310
Director            Determinations	Revision No: 27
	Date of Revision: 07/08/2015

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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all

hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Rhode Island

Area: Rhode Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
Food & Lodging:		
07041 - Cook I		12.12
07042 - Cook II		14.25
07070 - Dishwasher		9.51
07130 - Food Service Worker		10.00
07260 - Waiter/Waitress		9.51
11060 - Elevator Operator		9.51
11210 - Laborer, Grounds Maintenance		10.00
11240 - Maid or Houseman		10.00
99030 - Cashier		10.00
99050 - Desk Clerk	(see 1)	10.00
Halfway House & Residential Community Treatment:		
01011 - Accounting Clerk I		11.26
01012 - Accounting Clerk II		12.12
01111 - General Clerk I		10.60
01311 - Secretary I		12.98
01611 - Word Processor I		10.48
07041 - Cook I		12.12
07042 - Cook II		14.25
07070 - Dishwasher		9.51
07130 - Food Service Worker		10.00
11150 - Janitor		10.00
11210 - Laborer, Grounds Maintenance		10.00
11240 - Maid or Houseman		10.00
23370 - General Maintenance Worker		12.78
27101 - Guard I		10.58
27102 - Guard II		11.13
99050 - Desk Clerk	(see 1)	10.60
Moving & Storage:		
21020 - Forklift Operator		12.12
21050 - Material Handling Laborer		10.48
21110 - Shipping Packer		12.12
21410 - Warehouse Specialist		12.12
31361 - Truckdriver, Light		12.12
31362 - Truckdriver, Medium		12.78
31363 - Truckdriver, Heavy		13.29
31364 - Truckdriver, Tractor-Trailer		14.07

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) Rates are applicable only under the appropriate occupational category.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

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

Conformance Process:

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

are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

#### LIABILITY, AUTOMOBILE AND WORKMEN'S COMPENSATION INSURANCE

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

Section D:

### Past Performance Information Form

<b>PAST PERFORMANCE INFORMATION FORM</b>			<i>Form ___ of ___</i>	
<b>Name of Quoter:</b>				
<b>Contract Number, order number, or identifier:</b>				
<b>Customer Name &amp; Location:</b>				
<b>Customer Point of Contact (Name &amp; Title):</b>				
<b>Telephone Number (<u>PLEASE VERIFY</u>): and e-mail address</b>				
<b>Total dollar amount for this effort during the past five (5) years:</b> <i>(For ordering vehicles, show both the annual estimated contract amount and the amount of orders actually performed):</i>		<i>(Show calendar year and dollars)</i>		
<b>Number of personnel (FTE) performing per year (avg.):</b>		<b>Period of Performance:</b>		<b>From:</b> <b>To:</b>
<b>Detailed description of the work performed sufficient to demonstrate the relevance of the reference to the solicitation.</b>				
<b>Quality, delivery, or cost problem(s); corrective action(s) taken; and effectiveness of the corrective action(s):</b>				
<b>Subcontractor(s) Utilized in Performance of this contract, description of the extent of work performed by subcontractor(s), along with annual dollar value of all subcontracts:</b>				