AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 53

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
EP-C-11-052	10/01/2011	PR-OAR-11-00608

5. ISSUED BY CODE CPOD

CPOD
US Environmental Protection Agency
Cincinnati Procurement Operations
Division
26 West Martin Luther King Drive
Cincinnati OH 45268

6. ADMINISTERED BY (If other than Item 5) CODE CPOD

CPOD
US Environmental Protection Agency
Cincinnati Procurement Operations
Division
26 West Martin Luther King Drive
Cincinnati OH 45268

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

TARITAS POWER SERVICES INC
9259 PINE HILL CT.
PO BOX 33
SALINE MI 481769476

CODE (b)(4) FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM Block 12

11. SHIP TO/MARK FOR CODE NVFEL

US Environmental Protection Agency
National Vehical and Fuel Emissions
Laboratory
2565 Plymouth Road
Ann Arbor MI 48105

12. PAYMENT WILL BE MADE BY CODE

RTP Finance Center
US EPA
190 TW Alexander Drive
Durham NC 27709

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT ▶ $942,628.00

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		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (*Contractor is required to sign this document and return* _____ *copies to issuing office.*) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (*Attachments are listed herein.*)

18. ☒ AWARD (*Contractor is not required to sign this document.*) Your offer on Solicitation Number SOL-CI-11-00028 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (*Type or print*)

20A. NAME OF CONTRACTING OFFICER
Sandra Savage

19B. NAME OF CONTRACTOR

BY
(*Signature of person authorized to sign*)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY Sandra Savage
(*Signature of the Contracting Officer*)

20C. DATE SIGNED 9/29/11

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STANDARD FORM 26 (Rev. 4/2008)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR
TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: (b)(4) Managed Operations, Maintenance, and Auxilary Support Services for the National Vehicle and Fuel Emissions Laboratory Max Expire Date: 09/30/2016 Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA Accounting Info: 11-12-C-56EB-101A61C55-2582-1156EE1024-001 BFY: 11 EFY: 12 Fund: C Budget Org: 56EB Program (PRC): 101A61C55 Budget (BOC): 2582 DCN - Line ID: 1156EE1024-001 FOB: Destination Period of Performance: 10/01/2011 to 09/30/2016 Total Amount: $260,000 Obligated Amount: $235,657				
0001	BASE - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE Incrementally Funded Amount: $182,382.00				729,528.00
0002	BASE - Supplies and Materials for building and equipment maintenance. Not to Exceed Incrementally Funded Amount: $35,000.00				140,000.00
0003	BASE - Overtime. Not to Exceed. Incrementally Funded Amount: (b)(4)				13,100.00
0004	BASE - Alterations, Modifications, and Construction. Not to Exceed. Incrementally Funded Amount: $15,000.00				60,000.00
1001	OPTION I - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE (Option Line Item) 10/01/2012				732,216.00

Continued ...

NAME OF OFFEROR OR CONTRACTOR

TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	OPTION I - Supplies and Materials for building and equipment maintenance. Not to Exceed (Option Line Item) 10/01/2012				140,000.00
1003	OPTION I - Overtime. Not to Exceed. (Option Line Item) 10/01/2012				13,100.00
1004	OPTION I - Alterations, Modifications, and Construction. Not to Exceed. (Option Line Item) 10/01/2012				60,000.00
2001	OPTION II - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE (Option Line Item) 10/01/2013				739,932.00
2002	OPTION II - Supplies and Materials for building and equipment maintenance. Not to Exceed (Option Line Item) 10/01/2013				140,000.00
2003	OPTION II - Overtime. Not to Exceed. (Option Line Item) 10/01/2013				13,100.00
2004	OPTION II - Alterations, Modifications, and Construction. Not to Exceed. (Option Line Item) 10/01/2013				60,000.00
3001	OPTION III - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE (Option Line Item) 10/01/2014				742,620.00
3002	OPTION III - Supplies and Materials for building and equipment maintenance. Not to Exceed (Option Line Item) 10/01/2014				140,000.00
3003	OPTION III - Overtime. Not to Exceed. (Option Line Item) 10/01/2014				13,100.00

Continued ...

NAME OF OFFEROR OR CONTRACTOR

TARITAS POWER SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3004	OPTION III - Alterations, Modifications, and Construction. Not to Exceed. (Option Line Item) 10/01/2014				60,000.00
4001	OPTION IV - Labor, equipment, space, materials, supplies, and other direct costs to perform all work required by the PWS. FIXED MONTHLY PRICE (Option Line Item) 10/01/2015				751,056.00
4002	OPTION IV - Supplies and Materials for building and equipment maintenance. Not to Exceed (Option Line Item) 10/01/2015				140,000.00
4003	OPTION IV - Overtime. Not to Exceed. (Option Line Item) 10/01/2015				13,100.00
4004	OPTION IV - Alterations, Modifications, and Construction. Not to Exceed. (Option Line Item) 10/01/2015				60,000.00

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SECTION B - Supplies or Services - and Prices/Costs

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line items 1 through 4 are incrementally funded. For this item, the sum of $260,000 of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

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

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the

contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

RECAPITULATION: BASE PERIOD

Funding Action	Firm Fixed Price Total
Initial Award:	$260,000
Funded Amount:	$260,000
Total Maximum Contract FFP:	$942,628
Unfunded Amount:	$682,628

(End of Clause)

B-2 LOCAL CLAUSES LC-32-10 CONSIDERATION AND PAYMENT

(a) The following contract line items are established for this contract:

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	MONTHLY PRICE	TOTAL PRICE
CLIN 0001 – BASE YEAR	Provide all labor, equipment, space (unless otherwise noted), materials, supplies and other direct costs to perform all work required by the Performance Work Statement under Attachment 1, except CLINs 2, 3, and 4.	$60,794 Fixed Monthly Price	$729,528
CLIN 0002 – BASE YEAR	Supplies and Materials for build and equipment maintenance as required by Attachment 1, Section 3.0	Actual Incurred Costs	$140,000 Not to Exceed
CLIN 0003 – BASE YEAR	Overtime as required by Attachment 1, Section 4.0	Actual Incurred Costs	$13,100 Not to Exceed
CLIN 0004 – BASE YEAR	Alterations, Modifications, and Construction as required by Attachment 1, Section 3.3.1.1	Actual Incurred Costs	$60,000 Not to Exceed

(b) Payment for CLIN 1 shall be made monthly in arrears for services performed during the preceding month at the fixed-price rate of $60,794 per month for the base period. If Options are exercised as identified in Section H, the fixed-price for the option years shall be as follows:

OPTION PERIOD	FIXED MONTHLY PRICE	TOTAL FIXED PRICE

OPTION I	$61,018	$732,216
OPTION II	$61,661	$739,932
OPTION III	$61,885	$742,620
OPTION IV	$62,588	$751,056

(c) CLIN 2, CLIN 3, and CLIN 4 are cost reimbursable line items with an established ceiling for each performance period.

Payment for CLIN 2 shall be made monthly in arrears for actual cost incurred during the preceding month, up to an amount not to exceed $140,000 for the Base Period. If Options are exercised as identified in Section H, the not to exceed amount for Option Period I shall be $140,000 per year; the not to exceed amount for Option Period II shall be $140,000 per year; the not to exceed amount for Option Period III shall be $140,000 per year; and the not to exceed amount for Option Period IV shall be $140,000 per year.

Payment for CLIN 3 shall be made monthly in arrears for actual cost incurred during the preceding month, up to an amount not to exceed $13,100 for the Base Period. If Options are exercised as identified in Section H, the not to exceed amount for Option Period I shall be $13,100 per year; the not to exceed amount for Option Period II shall be $13,100 per year; the not to exceed amount for Option Period III shall be $13,100 per year; and the not to exceed amount for Option Period IV shall be $13,100 per year.

Payment for CLIN 4 shall be made monthly in arrears for actual cost incurred during the preceding month, up to an amount not to exceed $60,000 for the Base Period. If Options are exercised as identified in Section H, the not to exceed amount for Option Period I shall be $60,000 per year; the not to exceed amount for Option Period II shall be $60,000 per year; the not to exceed amount for Option Period III shall be $60,000 per year; and the not to exceed amount for Option Period IV shall be $60,000 per year.

(d) If, as a result of contract award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the fixed-price monthly rate by 30 and multiplying that figure by the number of days remaining in the month.

(e) See Section I clause entitled "Prompt Payment" for details concerning payment dates.

(f) The fixed price per month set forth in paragraph (b) shall include all costs and any related profit for providing all services as specified in the Performance Work Statement including, but not necessarily limited to wages, labor overhead, general and administrative expenses, other direct costs related to performance, and profit.

(g) The costs billed each month for CLIN 2 and CLIN 3 shall be the actual costs incurred during the preceding month. These costs shall be supported by invoices obtained by the Contractor in performance of the work. Any applicable indirect costs associated with CLIN 2 shall be included in the firm fixed price for CLIN 1 and shall not be included as part of the cost reimbursable line item.

(End of clause)

SECTION C - Description/Specifications/Work Statements

C-1 EPA 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (OCT 2000) (CPOD 11-01)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check the listing of directives (see paragraph (c) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(C) *Electronic Access*. Electronic access. A complete listing of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at http://epa.gov/docs/irmpoli8/.

(End of clause)

C-2 LOCAL CLAUSES 52.210-100 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1.

(End of Clause)

SECTION D - Packaging and Marking

For this solicitation, there are no clauses in this section.

SECTION E - Inspection and Acceptance

E-1 FAR 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)

E-2 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E-3 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E-4 FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

SECTION F - Deliveries or Performance

F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F-3 LOCAL CLAUSES 52.212-140 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from October 1, 2011 through September 30, 2012 inclusive of all required reports.

(End of clause)

F-4 LOCAL CLAUSES 1552.242-71 CONTRACTOR PERFORMANCE INFORMATION MAY 2010 (DEVIATION)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer¿s representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.
The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.
The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official¿s determination.
An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

(End of clause)

F-5 LOCAL CLAUSES 1552.211-70 ALT I REPORTS OF WORK (OCT 2009) (DEVIATION)

The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

Required reports are:

Reports description / No. copies / Addressees

See deliverables section of the Performance Work Statement

(End of Clause)

SECTION G - Contract Administration Data

G-1 LOCAL CLAUSES 52.242-100 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Project Officer:
Steve Dorer
Dorer.steve@epa.gov
734.214.4503

Alternate Project Officer:
John Came
Came.john@epa.gov
734.214.4342

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer:
Sandra Savage
Savage.sandra@epa.gov
5813.487.2046

Contract Specialist:
Candice Charlton
Charlton.candice@epa.gov
513.487.2007

SECTION H - Special Contract Requirements

H-1 FAR 52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

H-2 FAR 52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991)

H-3 FAR 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK. (APR 1984)

(a) When this contract is executed, the Contractor shall submit to the Contracting Officer a chart showing the general executive and administrative organization, the personnel to be employed in connection with the work under this contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it as additional information becomes available.

(b) Work performance under this contract shall be under the full-time resident direction of (1) the Contractor, if the Contractor is an individual; (2) one or more principal partners, if the Contractor is a partnership; or (3) one or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, the Contractor may be represented in the direction of the work by a specific person or persons holding positions other than those identified in this paragraph.

(End of clause)

H-4 EPA 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

(a) For EPA contracts valued at $1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

(End of clause)

H-5 EPA 1552.208-70 PRINTING. (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from

printing under EPA contracts.

(b) Prohibition. (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: http://www.epa.gov/cpg/.

(d) Permitted Contractor Activities. (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) Violations. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

H-6 EPA 1552.209-71 ORGANIZATIONALCONFLICTS OF INTEREST. (MAY 1994) -- ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misprepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

H-7 EPA 1552.217-77 OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE. (OCT 2000)

The Government has the option to extend the term of this contract for4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the

period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Option Periods:

Period	Start date	End date
Option Period I	10/01/2012	9/30/2013
Option Period II	10/01/2013	9/30/2014
Option Period III	10/01/2014	9/30/2015
Option Period IV	10/01/2015	9/30/2016

(b) During the option period(s) the Contractor shall provide the services described below:

CLIN 0001	Provide all labor, equipment, space (unless otherwise noted), materials, supplies and other direct costs to perform all work required by the Performance Work Statement under Attachment 1, except CLINs 2, 3, and 4.
CLIN 0002	Supplies and Materials for build and equipment maintenance as required by Attachment 1, Section 3.0
CLIN 0003	Overtime as required by Attachment 1, Section 4.0
CLIN 0004	Alterations, Modifications, and Construction as required by Attachment 1, Section 3.3.1.1

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

OPTION	CLIN 1 FIXED MONTHLY PRICE	CLIN 1 TOTAL PRICE	CLIN 2 NOT TO EXCEED PRICE	CLIN 3 NOT TO EXCEED PRICE	CLIN 4 NOT TO EXCEED PRICE	TOTAL PER OPTION PERIOD
OPTION I	$61,018	$732,216	$140,000	$13,100	$60,000	$945,316
OPTION II	$61,661	$739,932	$140,000	$13,100	$60,000	$953,032
OPTION III	$61,885	$742,620	$140,000	$13,100	$60,000	$955,720
OPTION IV	$62,588	$751,056	$140,000	$13,100	$60,000	$964,156

(End of clause)

H-8 EPA 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

H-9 EPA 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business

Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

H-10 EPA 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

"Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

H-11 EPA 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

On-site Manager/Engineer, (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-12 EPA 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 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 relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation

of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government 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.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption

of performance.

(2) The Contracting Officer will promptly, within 10 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H-13 LOCAL CLAUSES LRT-28-15 INSURANCE-WORK ON A GOVERNMENT INSTALLATION

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;

(2) Employer's liability insurance of at least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;

(3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least $500,000 per occurrence; and

(4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H-14 LOCAL CLAUSES 52.239-101 CONTRACTOR ACCESS TO EPA COMPUTERS

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately

notify the Contracting Officer.

TBD

H-15 I.D PASSES AND PARKING PERMITS – SEE ATTACHMENT 15

H-16 GOVERNMENT HOLIDAYS – SEE ATTACHMENT 16

SECTION I - Contract Clauses

I-1 FAR 52.202-1 DEFINITIONS. (JUL 2004)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

I-10 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

I-11 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I-12 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)

I-13 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-14 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-15 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-16 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-17 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-18 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

I-19 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-20 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I-21 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial*

items. (A) If -

(*1*) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(*2*) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-22 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (DEC 2002)

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

(End of clause)

I-23 FAR 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 the 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 60.

(End of clause)

I-24 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (JUN 2003)

I-25 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)

I-26 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)

I-27 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $0 or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I-28 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-29 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

I-30 FAR 52.222-6 DAVIS-BACON ACT. (JUL 2005)

I-31 FAR 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)

I-32 FAR 52.222-8 PAYROLLS AND BASIC RECORDS. (JUN 2010)

I-33 FAR 52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)

I-34 FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988) 8

I-35 FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)

I-36 FAR 52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)

I-37 FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988)

I-38 FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)

I-39 FAR 52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)

I-40 FAR 52.222-16 APPROVAL OF WAGE RATES. (FEB 1988)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

(End of clause)

I-41 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

I-42 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I-43 FAR 52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD). (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of--

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of clause)

I-44 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I-45 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I-46 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)

I-47 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)

I-48 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class:	Monetary Wage-Fringe Benefits:
Maintenance Electrician	$16.28
Heating, Refrigeration and Air Conditioning Mechanic	$16.28
Maintenance Trades Helper	$11.75
Secretary II	$13.14
Laborer	$10.46

(End of clause)

I-49 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (SEP 2009)

I-50 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

I-51 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

I-52 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-53 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I-54 FAR 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000)

I-55 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

I-56 FAR 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING. (SEP 2010)

I-57 FAR 52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (SEP 2010)

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

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*

Include other applicable supporting information.

** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*

I-58 FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

I-59 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-60 FAR 52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (SEP 2010)

I-61 FAR 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (MAR 2009)

I-62 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-63 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-64 FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)

I-65 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)

I-66 FAR 52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)

I-67 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

I-68 FAR 52.228-11 PLEDGES OF ASSETS. (SEP 2009)

I-69 FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

I-70 FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS. (JUL 2000)

(a) The Contractor shall submit one of the following payment protections: [ ]

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within [ ] days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

I-71 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT. (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and -

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is

completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of -

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of -

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least $25 million in the past year, ILCs over $5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least $25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

_____

Issuing Financial Institution's Letterhead or Name and Address

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (*for reference only*)

To: (*U.S. Government agency)*

(U.S. Government agency's address)

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States $_____. This Letter of Credit is payable at (issuing financial institution's and, if any, confirming financial institution's) office at (issuing financial institution's address and, if any, confirming financial institution's address) and expires with our close of business on _____, or any

automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ (state of confirming financial institution, if any, otherwise state of issuing financial institution).

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____
(Issuing financial institution)

(f) The following format shall be used by the financial institution to confirm an ILC:

(*Confirming Financial Institution's Letterhead or Name and Address)*

(Date)

Our Letter of Credit Advice Number _____

Beneficiary: _____ (*U.S. Government agency*)

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ (*name of issuing financial institution*) for drawings of up to United States dollars _____/U.S. $_____ and expiring with our close of business on _____ (*the expiration date*), or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. (*This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.*) It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ (*state of confirming financial institution*).

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business. Sincerely,

_____
(*Confirming financial institutio*n)

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

Sight draft

_____
(City, State)

(Date)_____
(Name and address of financial institution)

Pay to the order of _____ (*Beneficiary Agency)* _____ the sum of United States $_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

_____
(Beneficiary Agency)

_____
(By)

(End of clause)

I-72 FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION. (OCT 2010)

I-73 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)

I-74 FAR 52.232-1 PAYMENTS. (APR 1984)

I-75 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-76 FAR 52.232-11 EXTRAS. (APR 1984)

I-77 FAR 52.232-17 INTEREST. (OCT 2010)

I-78 FAR 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

I-79 FAR 52.232-20 LIMITATION OF COST. (APR 1984)

I-80 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-81 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I-82 FAR 52.232-25 PROMPT PAYMENT. (OCT 2008)

I-83 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

I-84 FAR 52.233-1 DISPUTES. (JUL 2002)

I-85 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-86 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-87 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-88 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

I-89 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-90 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-91 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

I-92 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-93 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

I-94 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE II (APR 1984)

I-95 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)

I-96 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD, if applicable

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the

Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: not applicable

(End of clause)

I-97 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-98 FAR 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)

I-99 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-100 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the US Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the TBD and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.TBD. This may be confirmed by contacting TBD
US Environmental Protection Agency
26 W. Martin Luther King Drive
Mail Code: NWD
Cincinnati, Ohio 45268.

(End of clause)

I-101 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

the Contracting Officer.

(End of clause)

I-102 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)

I-103 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-104 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)

I-105 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I-106 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-107 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES. (AUG 2010)

I-108 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of clause)

I-109 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any US Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-110 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	Performance Work Statement	15
2	NVFEL Special Purpose Building	1
3	Preventative Maintenance Schedule	10
4	Quality Assurance Surveillance	5
5	Wage Determination	10
6	Medical Surveillance Program	10
7	Historical Occupational Titles	2
8	Applicable Clauses	2

9	I.D. Passes and Parking Permit	1
10	Government Holidays	1

ATTACHMENT 1
EP-C-11-052
PERFORMANCE WORK STATEMENT

MANAGED OPERATIONS, MAINTENANCE, AND AUXILIARY SUPPORT SERVICES
FOR THE NATIONAL VEHICLE AND FUEL EMISSIONS LABORATORY
ANN ARBOR, MICHIGAN

I. GENERAL FACILITY INFORMATION, OBJECTIVE, DEFINITIONS/REFERENCES

1.0 GENERAL

The U.S. Environmental Protection Agency, Office of Transportation and Air Quality (OTAQ) National Vehicle and Fuel Emissions Laboratory (NVFEL), is located at 2565 Plymouth Road, between Traverwood Drive and Nixon Road, adjacent to the University of Michigan at Ann Arbor. The laboratory complex is situated on 14.92 acres of land enclosed by a controlled-access perimeter fence, with means of ingress and egress for deliveries and arrivals by a single electronic access gate, with approximately 4.0 acres of adjacent parking and sidewalks. The facility is comprised of a single story building containing approximately 161,700 sq/ft of laboratory space and 30,000 sq/ft of permanent office space. The main building (laboratories, 100 wing, and 200 wing) was constructed in 1970, with an additional wing (the 600 wing), added in 1976. The heavy duty engine buildup area (room 430) and vehicle compliance center (325 area) were both completed in 2004. A new fuel dispensing and conditioning addition (rooms 345-349) was completed in 2011. A new 800 ton chiller addition to the central plant has been designed, and construction is anticipated to be complete by October 2011, and operation and maintenance will be part of this contract requirement. The building houses its own continuously operating fuel cell generator, 2-300 Kw dual fuel emergency generators, an uninterruptible clean power system, and emergency lighting systems.

1.1 OBJECTIVE

The U.S. Environmental Protection Agency requires managed operations, maintenance, and auxiliary support services necessary to preserve and sustain the continued appearance, operation, and fitness of the NVFEL facility, equipment, and grounds for laboratory and administrative use on a twenty-four hour, seven day a week basis, with nominal disruption of regular, on-going NVFEL business during normal operations hours, in accordance with all applicable local, state, and federal laws and regulations.

1.2 NORMAL OPERATIONS HOURS

The conducts of operations at the NVFEL Facility are on a flexible time basis. Accordingly, normal operations can be anticipated Monday through Friday, exclusive of holidays, from 5:00 AM until 7:00 PM, Eastern Standard Time (EST), subject to seasonal adjustment for the hours of darkness in accordance with local practice or otherwise, as indicated.

1.3 CONTRACT LINE ITEMS (CLIN)

1.3.1 CLIN 1 – General Operations, Management and Administration, and Contractor Furnished Property:

The contractor shall provide all necessary supervision, personnel, and equipment for coordinated operations, maintenance, and support of the described facilities and grounds for the attainment of the stated objective. See: Section 1.1. Operations, maintenance, and support services shall include the specific systems and services described in Section 3.0.

1.3.2 CLIN 2 - Supplies and Materials:

The Contractor shall provide supplies and materials required for building and equipment maintenance as authorized by the Project Officer or as indicated under Section 3.3.2 in accordance with its approved purchasing system (see section 4.4.3). The Contractor is not required to obtain pre-approval for the purchase of any item identified on the Schedule of Approved Inventory that has a purchase price of less than or equal to $1,000.00. All other purchases shall require pre-approval following the Contractor's submission of a written request indicating the deficiency or condition, the proposed course of action, and the estimated cost.

1.3.3 CLIN 3 - Overtime:

The Contractor shall provide overtime as required pursuant to the provisions of this contract and the clauses entitled PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) and CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (FAR 52.222-4) with the following additional approval restrictions: (1) The Contractor shall not work overtime without prior approval of the Contracting Officer or Project Officer, (2) If the Contractor works overtime pursuant to FAR 52.222-2, the Contractor shall notify the Project Officer within 72 hours of telephonic notification of the emergency. Overtime information can be included in the same notification document. Overtime information shall include, but not be limited to, the following: Number of overtime hours worked by position/employee, the total number of overtime hours worked, the direct labor cost plus fringe benefits and payroll taxes per hour for each labor category, and the total estimated cost of overtime labor. (See: Section 4.4.4)

1.3.4 CLIN 4 - Alterations, Modifications, and Construction:

The Contractor shall provide labor, services, material, equipment, and supervision for all approved EPA work plans in response to work requested under section 2.1.6. Upon receipt of a request and work statement from the EPA Project Officer, the contractor shall provide a detailed firm-fixed price quote to include each trade to be used, their hourly rate, and a listing of materials to be used to both the EPA Project Officer and EPA Contracting Officer or Contract Specialist within 7 calendar days. If requested by the Project Officer, a schedule for the completion of each task shall be provided. If approved by the EPA project Officer, a unique work request shall be issued to the contractor.

2.0 DEFINITIONS/REFERENCES

2.1 DEFINITIONS

2.1.1 Preventive Maintenance Service: Those materials and services required to supply a systematic series of checks and operations performed on buildings, fixtures, and equipment at predetermined time intervals in order to maintain top efficiency, appearance, and performance. The principal purpose of Preventive maintenance service is to detect potential problems and perform required maintenance to minimize operational costs and the incidence of equipment or systems failure. Preventive maintenance work encompasses repair to the extent that restoration is performed in a timely manner to preclude the deterioration of other components. “Ordinary maintenance” is synonymous.

2.1.2 Preventive Maintenance Schedule: The vehicle by which the contractor shall track and timely schedule ordinary maintenance services for all facility property, equipment and systems covered under any resulting contract. See: solicitation Attachment 3. Preventive maintenance shall have priority over all work except emergency repairs. See: Section 3.1.4, Maintenance Prioritization and Response.

2.1.3 Corrective Maintenance: Those materials and services required to restore scheduled facility property, equipment and systems to a condition suitable for intended use. See: Objective, Section 1.1, above.

2.1.4 Critical Infrastructure, Fixtures, Systems, and Equipment: Facility infrastructure, fixtures, systems, or equipment essential to preserve the operational capability of the facility for laboratory or office use are deemed critical.

2.1.5 Emergency Repair: An immediate, effective response to an unanticipated event whose occurrence disrupts or impairs critical equipment or systems from performing their function or renders critical equipment or systems in imminent danger of failing to perform their function. Emergency Repair may involve temporary repair or modification of equipment or systems to provide for continuing operation pending permanent repair.

2.1.6 Alterations, Modifications and Construction: As requested by the Project Officer via written work request, the contractor shall change existing configurations to address the needs of the laboratory. Examples of minor work includes installation or relocation of switches, electrical circuits and panels, doors, closers, locksets, concrete work, etc. More significant work may include relocation/installation of wall partitions, doors, window replacement, modification of electrical or mechanical systems, flooring, etc. Some of the work requests issued under this contract will involve "construction" as defined in Section 2.101 of the Federal Acquisition Regulation (FAR). No construction work request shall exceed $60,000 per contract period, inclusive of all costs. As noted therein, the Contractor must furnish payment protection, in the form of a payment bond or irrevocable letter of credit, prior to starting work under each construction work request in excess of $25,000.

2.2 REFERENCES

2.2.1 EPA Facility Safety Manual (4844)

2.2.2 NVFEL Safety Health and Environmental Management Program Manual

2.2.3 Combustible Gas Detection System Maintenance Manual

2.2.4 Cross Connection Rules Manual (3rd Ed, Section 14.6.3)

2.2.5 EPA Information Security Manual

2.2.6 Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings

2.2.7 EPA NVFEL Ozone Depleting Substances Baseline and Management Plan

2.2.8 EPA Building Management Plan Guidelines Appendix A: Renovations and Alterations Guidelines

3.0 GENERAL OPERATIONS

The contractor shall provide all necessary supervision, personnel, and equipment for coordinated operations, maintenance, and support of the described facilities and grounds for the attainment of the stated objective. See: Section 1.1. Operations, maintenance, and support services shall include the following specific systems and services:

3.1.0 BUILDING MAINTENANCE

3.1.1 PREVENTIVE AND CORRECTIVE MAINTENANCE OF FACILITIES, FIXTURES, AND EQUIPMENT

The contractor shall meet the objective by initiating a comprehensive program of ordinary, preventive, and corrective maintenance in accordance with the preventive maintenance schedule (Attachment 3) and as indicated by the contractor's inspection or as requested by the Project Officer. The building exterior (excluding laboratory metal siding, brick veneer, split face block, includes office wing metal siding) shall be painted once every four years. The project Officer may request up to 2000 square feet of interior painting in any one month. All painted personnel doors shall be prepped and recoated annually or more frequently as required to maintain acceptable appearance. Other exterior painting as required shall include but is not limited to loading docks, handrails, vehicle barriers, outbuildings, etc. The contractor shall be responsible for the collection of recyclable materials realized during performance in accordance with the NVFEL Recycling Program. The Contractor shall be responsible for documenting the methodology used to track (by weight) the total amount of material diverted from the waste stream through recycling and waste prevention practices (e.g., donation, reuse, elimination) and the total amount of waste going to landfill, if contractor does not use Owner supplied disposal. All services shall be provided during Normal Operations Hours (Section 1.2), or otherwise as indicated.

3.1.2 RODENT AND PEST CONTROL

The contractor shall be responsible for maintaining the facility and facility grounds free of rodents, termites, and other structure-damaging wildlife in accordance with the facility Integrated Pest Management(IPM) Plan. The contractor shall coordinate prior approval of the project manager before utilizing any poison, deterrent, compound, or chemical for pest control.

3.1.3 BUILDING PLANT AND SYSTEMS

Operations, maintenance, and support services shall include servicing the following specific systems and services:

3.1.3.1 All electrical power systems (excluding the stationary fuel cell), all electrical distribution systems, public address systems, substations, distribution panels, lighting systems, wiring systems, 2-300KW Emergency Generators and their integral fuel tanks, emergency and uninterruptible power systems.

3.1.3.2 Uninterruptible Power System: the contractor shall schedule and conduct a regular program of preventive maintenance with manufacturers certified third party, in accordance with the manufacturers recommended preventive maintenance schedule, to include all system testing and servicing, in accordance with manufacturer's guidelines and all applicable laws and regulations with respect to the following safety systems and equipment. Secondly, the contractor shall install a remote monitoring of the system.

3.1.3.3 All water, eyewash, emergency showers, drains, and water distribution systems.

3.1.3.4 All laboratory test stations, electrical and gas fixtures, associated pipes and wiring, fume hoods

(includes quarterly certifications), ventilation and air filtration, emergency safety systems, shower, and eyewash fixtures.

3.1.3.5 Filter Weight Rooms. The contractor shall maintain the Heating, Ventilation, and Air Conditioning Equipment (HVAC), fumehoods and fixtures for the Filter Weight Room. The contractor shall insure that HVAC systems are operating efficiently within operational specifications or as requested by the project officer.

3.1.3.6 Cold Test Facility The contractor shall maintain, repair, and provide operational assistance as necessary for testing operations. All systems, chillers, pumps, tanks, piping, and air handling equipment are part of this requirement.

3.1.3.7 UST's and Fuel Dispensing and Conditioning Area. The contractor shall not have any responsibility with respect the underground fuel storage tanks and associated vents, valves, manifold, pipelines, dispensers, fuel chilling or heating equipment or their mechanical systems. The contractor shall be responsible for the space and storage room air handling equipment.

Note: The Environmental Protective Agency has an awarded Energy Savings Performance Contract (ESPC) at the Facility. The ESPC involves retrofitting or replacing the systems or components; otherwise, the responsibility of the contractor. The ESPC contractor will be responsible for maintaining any retrofitted or replaced systems or components particularized to the contract by change order or equitable adjustment. When this situation arises, the Project Officer will coordinate operations and projects between the contractor, the ESPC contractor, and the contracting office to ensure complete O&M coverage for all facility energy systems.

3.1.3.8 FACILITY SAFETY AND ENVIRONMENTAL SYSTEMS

(A) Fire Protection Systems. The contractor shall schedule and conduct a regular program of preventive maintenance, in accordance with the preventive maintenance schedule, to include all system testing and servicing, in accordance with manufacturer's guidelines and all applicable laws and regulations with respect the following safety systems and equipment:

1. All CO_2 engine protection systems. [currently 22 Units]
2. Fuel dispensing area CO_2 and AFF foam fire protection system
3. FM-200 fire protection systems
4. Novec 1230 fire protection systems
5. Inspection of portable fire extinguishers

Note: In the event of emergency or accidental discharge, recharging of facility fire protection systems shall be reimbursed under CLIN X002 upon written approval of the Project Officer. See: Section 3.3.2.2(G).

(B) Laboratory Safety Systems. The contractor shall schedule and conduct a regular program of preventive maintenance and safety testing of all laboratory fume hoods, safety showers (semiannual) and emergency eyewash basins (monthly).

(C) Combustible, Toxic Gas and Oil Mist Detection Systems. The contractor shall facilitate timely maintenance, testing and repair in accordance with the Combustible and Toxic Gas Detection Systems Maintenance Manuals. See: Section 2.2.3.

(D) Potable Water Back-flow Protection Systems. The contractor shall facilitate annual maintenance and testing in accordance with the Cross Connection Rules Manual (3rd Ed, Section 14.6.3). See: Section 2.2.4.

(E) Engine Exhaust Scrubber Systems. The contractor shall schedule and conduct a regular program of preventive maintenance and inspection for all exhaust scrubber systems and components including but not limited to fans, filters, controls, and remote monitoring systems.

3.1.4 MAINTENANCE PRIORITIZATION AND RESPONSE

Maintenance and repair response for critical structure, fixtures, systems, or equipment shall be within 15 minutes during work hours and within ninety (90) minutes during off-duty hours. Maintenance and repair response for non-critical equipment shall be within eight (8) hours. If immediate repair is not possible, the contractor shall initiate a temporary repair, if the system, equipment, or component may be safely operated. In all instances, if an immediate repair cannot be made, the contractor shall advise the Project Officer of the action taken and when final repair shall be complete.

3.1.5 PAINTING

The building exterior (excluding laboratory metal siding, brick veneer, split face block, includes office wing metal siding) shall be painted once every four years in a color designated by the Project Officer. Other exterior painting as required shall include but is not limited to loading docks, handrails, vehicle barriers, outbuildings, chainlink fence, etc. The Project Officer may request up to 2000 sq feet of interior painting in any one month. All painted interior personnel doors shall be prepped and recoated annually or as required to maintain acceptable appearance as requested by the Project Officer.

If spray painting is conducted, always capture overspray using paint curtains, and do not paint during adverse weather conditions (i.e., high wind, potential rain). Containerize and place all used painting and sealant supplies in the appropriate covered solid waste receptacles to avoid stormwater contact. Store all unused paints and sealants indoors to prevent contact with stormwater.

EPA specifies low volatile compound (VOC) paints, coatings, primers, and sealants for all painting throughout the building exterior and hardscape. Products shall meet the following applicable standards:

(A) Paints, coatings, and primers: GreenSeal Standard GS-11, Paints and Coatings, Third Edition, January 1, 2010 (http://www.greenseal.org/Portals/0/Documents/Standards/GS-11/GS-11_Paints_and_Coatings_Standard.pdf)

(B) Other architectural coatings, primers, and undercoats (including clear wood finishes, floor coatings, stains, sealers, and shellacs): South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective July 13, 2007 (http://www.aqmd.gov/rules/reg/reg11/r1113.pdf)

(C) Adhesives and sealants: SCAQMD Rule 1168, Adhesive and Sealant Applications, as amended January 7, 2005 (http://www.aqmd.gov/rules/reg/reg11/r1168.pdf)

3.2.0 GROUNDS MAINTENANCE

The Contractor shall provide Grounds Maintenance Services during daylight hours where the nature of the task requires daylight illumination as a matter of safety; otherwise, scheduling is at the contractor's discretion, subject to Sections 1.1 and 3.1.4, unless otherwise indicated elsewhere in Section 3.2.

The Contractor shall provide an inventory of grounds maintenance equipment to be used, noting sustainable features. Include the following building, hardscape, and landscaping maintenance equipment, at a minimum: vehicles used onsite by maintenance personnel, pressure washers, painting equipment, deicing chemical spreaders, snow blowers, snow plows, mowers, leaf blowers, string trimmers, and edgers. Where feasible, replace conventional equipment with lower-impact alternatives that minimize noise, air emissions, and soil compaction. If conventional fossil-fuel-powered equipment is used, reduce the use of this equipment to the minimum levels necessary.

3.2.1 VEGETATION CONTROL AND GENERAL APPEARANCE

The Contractor shall maintain vegetation along all fence lines and within the fuel storage compound as not to exceed 4 inches in height, excluding ornamental trees and shrubs. Trimming and edging shall be performed along paved surfaces, sidewalks, curbstones, utility poles, light poles, and along the fence line and beyond to a point 6 feet outside the fence line, or as required to maintain the neat and uniform appearance of the property. Vegetation overgrowth and out-croppings through paved surfaces or between sidewalk sections shall be cut to the level of the pavement. The contractor shall not utilize any weed-killer or other chemical agent for vegetation control without the express written approval of the Project Officer.

In addition to the foregoing, the contractor shall insure that the entire grounds are free of trash and yard debris.

3.2.2 FENCES, VEHICLE GATES/BARRIERS, AND PEDESTRIAN ACCESSES

The contractor shall maintain all fences, vehicle gates, vehicle barriers, and pedestrian accesses in good, serviceable, working order and appearance at all times. The contractor shall *not* be responsible for maintaining the electronic card reader at the front gate.

3.2.3 ROAD SURFACES, PARKING LOT, SIDEWALKS, EXTERIOR LIGHT FIXTURES, AND BUILDING ENTRANCES

The contractor shall be responsible for keeping all entrances, parking lots, connecting road surfaces, and sidewalks trash and debris free. The contractor shall also
be responsible for keeping all parking lot lights and light fixtures in good working order and shall appropriately recycle or dispose of old components as required (tubes, ballasts). Recycle all mercury-containing lamps, including fluorescent, compact fluorescent, high-intensity discharge, ultraviolet, and neon lamps, regardless of applicable state and local regulations. Send used lamps to a lamp recycler authorized, certified, or licensed under applicable federal, state, or municipal law. See: Section 3.1.1

3.2.3.1 STORMWATER MANAGEMENT

The contractor shall maintain an inventory of all onsite stormwater management infrastructures, including low impact development (LID) practices, stormwater ponds and storage facilities, and stormwater inlets and connections to a stormwater collection system. The contractor shall be responsible for conducting regular inspections of the stormwater infrastructure to ensure efficiency and proper performance. The contractor shall document inspections, monitoring, and maintenance procedures for all stormwater infrastructures on site.

3.2.3.2 PARKING LOT SURFACE MAINTENANCE

The contractor shall be responsible for annual parking lot surface maintenance, consisting of filling potholes, repositioning and remounting barriers and curbstones, and the sealing of cracked and deteriorated blacktop.

3.2.3.3 PARKING LOT STRIPING

The contractor shall be responsible for annual maintenance of the parking lot and access road lane markings. The contractor shall spot paint "no parking" zones, painted curb stones, fire lanes, and space markers when deterioration impedes their clear visibility during the hours of darkness under parking lot illumination. If spray painting is conducted, always capture overspray using paint curtains, and do not paint during adverse weather conditions (i.e., high wind, potential rain). Containerize and place all used painting and sealant supplies in the appropriate covered solid waste receptacles to avoid stormwater contact. Store all unused paints and sealants indoors to prevent contact with stormwater.

3.2.3.4 SNOW REMOVAL

The contractor shall maintain the parking lot, sidewalks, and approaches in Snow-free, passable, condition Sunday through Saturday, inclusive of holidays, 5 A.M. to 7 P.M.(EST). In the event that off hours plowing (weekend/holiday) is necessary the approaches must be available for emergency vehicles and parking lots for employees, guards, and contractors. A "passable" condition is defined as a surface that is free from drifts, snow ridges, and as much ice and snow pack as is practical and can be traveled safely. Minimize the use of snow and ice melting chemicals that are harmful to vegetation or pollute soil, groundwater, or water runoff. Use mechanical removal techniques where possible, including shoveling, brushing, or plowing. Where chemical de-icing is required, use potassium acetate, potassium chloride, or magnesium chloride instead of sodium chloride or calcium chloride. If chemicals are stored on site, the contractor must maintain the storage area, and inspect to make certain chemicals are not leaching into the environment. Obtain written approval by the Project Officer for the use of any other chemical de-icers. Disperse approved chemical de-icer in reasonable quantities at all facility entrances and over all road and sidewalk surfaces sufficient to abate the accumulation of snow, ice, or sleet as accumulation becomes evident. The contractor shall commence plowing and removal operations at any time snow accumulates to a depth of one (1) inch.

The contractor shall provide a snow removal vehicle and snow removal equipment suitable for snow removal operations at the facility. The vehicle and equipment shall be maintained at the National Vehicle and Fuel Emissions Laboratory, 2565 Plymouth Road, Ann Arbor, MI. Vehicle and equipment operation, maintenance, and repair is included in the fixed-price monthly price.

3.2.4 RODENT AND PEST CONTROL

See: Section 3.1.2

3.3.0 EMERGENCY REPAIR SERVICES

The contractor shall promptly respond to any malfunction, failure, or imminent threat of failure effecting critical systems or equipment by appropriate timely action, twenty-four hours a day, seven days a week, in accordance with Section 3.1.4, MAINTENANCE PRIORITIZATION AND RESPONSE, either on the contractor's own initiative or as directed by the Project Officer, to maintain capability or restore such systems or equipment to operating condition as soon as possible. Emergency repair shall include expedient or temporary action to affect a temporary solution or alternative means by which effective operational capability may be maintained, pending permanent repair or replacement. All emergency repair actions shall be approved by and coordinated with the Project Officer. Compare: Section 3.3.2.2(F). Services rendered in excess of regularly

scheduled full-time employment shall be compensated as overtime under the Service Contract Act, subject to the coordination and approval of the Project Officer.

3.3.1.1 ALTERATIONS, MODIFICATIONS AND CONSTRUCTION – (CLIN 4)

Work under this section will be originated by the Project Officer or alternate Project Officer. The Contractor shall provide a work plan in response to each work request. The Contractor shall provide capabilities for planning, estimating and performing all types of work requests, including complex electrical, mechanical and structural work. The Contractor's work plan will provide specifications and drawings where necessary, and estimate the hours, materials and costs needed to perform the work in a firm-fixed price quote. All alterations, modifications, and construction shall follow the recommendations of the EPA Building Management Plan Guidelines Appendix A: Renovations and Alterations Guidelines, which includes the following sections: stormwater management, design consideration, materials selection, indoor air quality during construction, and construction waste management. Appendix A shall be made available by the EPA Project Officer. All work requests shall be planned and estimated on a first-in, first-out basis unless otherwise prioritized by the Project Officer. The Project Officer shall be notified in writing if lack of program information precludes planning completion. The Contractor's work plan shall be electronically submitted to the Project Officer and the Contracting Officer or Contract Specialist. During the Government review, the Project Officer will determine if materials that are non-stock items will be purchased by the Contractor or provided by the EPA.

Government approval of the work plan will be accomplished by the issuance of a work order Form 347 by the Project Officer to the Contractor, unless the required work falls within the definition of construction (see Section 2.1.6). All construction work requests with a labor component greater than $2,000 shall be approved by the Contracting Officer. If a construction work order exceeds $25,000, the Contractor must furnish to the Contracting Officer payment protection in the form of a payment bond or irrevocable letter of credit prior to starting work (see Section 2.1.6). After receipt of an approved work request, the Contractor shall schedule the work in the order in which the work order approval was received, unless prioritized otherwise by the Project Officer. After a work request is issued, no changes will be made to the work to be accomplished without prior approval of the Project Officer (or Contracting Officer, in the case of a construction work order with a labor component greater than $2,000). All work accomplished by the Contractor will be inspected by the Government during the work request performance period and after completion of the work. At the completion of the work request, the completed work request file with total labor hours and a list of materials used shall be provided to the Project Officer. All such approved work will be paid for under CLIN 0004.

3.3.2 INVENTORY AND PURCHASING SUPPORT – (CLIN 2)

The Contractor shall provide Purchasing and Inventory Support in support of those services and equipment items identified under Section 3.0, including those associated with emergency repair services. The Contractor shall maintain an inventory of spare parts and supplies, essential to building and equipment maintenance, as recommended under the manufacturer's service and maintenance manuals, as indicated by historical demand, or as indicated on the Preventive Maintenance Record. Typically, such items shall include, without limitation, gaskets, seals, fittings, belts, valves, controllers, circuit breakers, fuses, switches, receptacles, and air filters. The quantity of items stocked shall be dependent upon cost, number in use, and the historical failure rate. First preference shall be given to spare and replacement parts (electric motors, etc.) that are energy efficient. Major single items whose purchase price exceeds $1,000.00 shall not be stocked. The Contractor shall maintain a conforming Schedule of Approved Inventory and shall continuously evaluate exigent circumstances and the Preventive Maintenance Schedule to adjust inventory levels to conform to actual requirements. Items may be added to the Schedule of Approved Inventory by Contractor nomination and the concurrence of the Project Officer.

4.0 MANAGEMENT, STAFFING AND RECORDS

4.1 MANAGEMENT

The contractor shall provide all management and inspection services necessary to achieve the objective by providing such oversight and direction necessary to coordinate effective, prudent action in response to, both, government-initiated requests for service and contractor-initiated action, as indicated under the preventive maintenance schedules and guidelines, mindful of all existent circumstances, and prioritized in accordance with Section 3.1.4. The contractor's management shall coordinate all actions through the Project Officer, both formally, through the generation of reports and requests for work order approval, and informally, by participating in meetings and discussions. The contractor shall provide continuous review of all existing work, in-coming requests as well as resources and shall offer effective recommendations on changes and priorities to improve the effectiveness of operations at reduced cost.

4.2 ADMINISTRATION

The contractor shall provide all administrative services, supplies, and equipment necessary to support the achievement of the objective by documenting a complete, accurate, and up-to-date account of the contractor's actions taken in compliance with this contract. All required records and reports originating or maintained under this contract shall become the exclusive property of the Government.

4.3 PERSONNEL STAFFING OBJECTIVES

The Contractor shall provide sufficient personnel staffing to accomplish all operations, maintenance, and auxiliary support services necessary to accomplish the objective. (See: Section 1.1) The Contractor's personnel staffing shall be flexible and capable of meeting the demands necessary to preserve and sustain the continued appearance, operation, and fitness of the NVFEL facility, equipment, and grounds for laboratory and administrative use on a twenty-four hour, seven day a week basis, in accordance with this statement of work, with nominal disruption of regular, on-going NVFEL business during normal operations hours. Compare: Section 3.1.4 [Maintenance Prioritization and Response] and Section 3.3.1 [Emergency Repair Services]. Nominal disruption of NVFEL business shall be maintained by the contractor providing not less than 24 hours notice of any maintenance action that will necessarily require a moratorium on the use of any laboratory, office, or other area reasonably expected to be occupied or in use during normal operations hours, excepting actions for necessary emergency repairs, provided that the contractor has coordinated actions with the Project Officer. (See: Sections 1.2 and 3.3.1) Contractor actions occurring wholly between the hours of 7:00 PM until 5:00 AM, Eastern Standard Time (EST), subject to seasonal adjustment, may be presumed of nominal disruption and no notice shall be required. The Contractor shall schedule personnel so that no individual works more than 12 hours in one shift, followed by an 8 hour break. All contractor personnel shall participate in the EPA Medical Surveillance Program. (See: Attachment 6).

4.4 RECORDS AND ADMINISTRATION

The contractor shall provide all administrative services necessary to comply with the record keeping and reporting requirements of this contract. All records shall be created and thoroughly maintained, complete and up-to-date, using the on-site computer(s) and indigenous software. Software or program formats not compatible with the on-site computer software are expressly prohibited for the preparation of reports. All reports shall be transmitted to the Project Officer over the EPA LAN using the on-site computer(s) and indigenous software. Reports shall be maintained in an electronic format, as further specified below. Compilations and collections of manufacturer's manuals, service guides, and product documentation shall be maintained in reference files, indexed to the applicable equipment item. All records maintained under this contract, regardless of form, shall be the exclusive property of the U.S. Environmental Protection Agency. The following records shall be maintained by the contractor:

4.4.1 OPERATIONS DATA

Operation Procedure Manuals A comprehensive compilation of manufacturer's literature, suggested maintenance, parts lists, spare parts ordering information, troubleshooting guides, etc. maintained for reference. The contractor shall update these reference materials as additional equipment is ordered or acquired.

4.4.2 PREVENTIVE MAINTENANCE DATA

(A) Preventive Maintenance Equipment Summary (PM List) A comprehensive summary of all facility equipment requiring preventive maintenance services, listing the schedule of required services, and the frequency that such services are performed. The PM List is maintained for reference and shall be utilized to schedule and prioritize daily tasks to ensure timely, thorough PM management. The contractor shall maintain this record in a Computerized Maintenance Management System that is compatible with Microsoft Access or Excel, in substance, conforming with solicitation Attachment 3.

(B) Equipment Data and Maintenance Record A reference file documenting the contractor's compliance with the Operation Procedure Manuals and the Preventive Maintenance Equipment Summary. The record should clearly summarize in chronological order all actions of preventive and corrective maintenance, the equipment serviced, the date the service was performed, the job classification of the performing employee, the approximate number of hours expended (to the nearest 1/4 hour), and identification of the parts or components serviced or replaced. The contractor shall maintain this record in Computerized Maintenance Management System that is compatible with Microsoft Access or Excel, in substance, conforming with Exhibit 1 of this Performance Work Statement.

4.4.3 PURCHASING SYSTEM DATA

(A) Purchasing System Standard Operating Procedure (SOP) The contractor shall maintain a Standard Operating Procedure (SOP) incorporating those elements as posted to Section 3.3.2 to establish regular, conforming procedures by which the contractor shall determine whether offered prices are fair and reasonable is fair and reasonable.

(B) Purchasing Record The contractor shall maintain a separate purchasing record and associated files sufficient to comply with the requirements of Section 3.3.2 to include, the date of request, date of Project Officer approval, the vendor, purchase price, and the contractor's price reasonableness determination.

(C) Approved Inventory List A comprehensive listing of all items previously approved for inventory support, having a purchase price of less than or equal to $1,000.00, characterized by continuing or urgent demand. The list shall post the name/nomenclature of the part, authorized quantity, the applicable equipment item, item cost, and supplier(s). The contractor shall maintain this record in Excel Spreadsheet format, in substance, conforming with Exhibit 2 of this Performance Work Statement.

4.4.4 PERSONNEL MANAGEMENT DATA / OVERTIME – (CLIN 3)

Monthly Overtime Report If overtime is authorized and in accordance with FAR 52.222-2, Payment for Overtime Premiums, the contractor shall maintain a record of all approved monthly

overtime, including the date of the request, the nature of the work performed, and the date of Project Officer approval.

4.5.0 HEALTH AND SAFETY PLAN

All facility operations shall be executed in full and complete compliance with all applicable Federal, State, and Municipal laws and regulations, to specifically include, all Occupational Health, Safety and Environmental compliance (OHS&EC) programs, and other requirements as identified under the EPA Facility Safety Manual (4844). The contractor shall maintain a written Health and Safety Plan, indicating how the contractor shall comply with applicable health and safety laws, regulations, and standards. The contractor shall include in his monthly fixed-fee all costs of compliance, to specifically include, any required training for the term of this contract. When compliance requires training or annually updated "refresher" training, the contractor shall particularize the requirement and the nature of the training to the Health and Safety Plan, by addendum, indicating the identity of the training authority and the proposed date of such training. Within 10 days after contract award, the contractor shall submit an implementation plan. See: Section 4.6.1, below.

4.6.0 INITIAL STATUS REPORTS

The Contractor and the Project Officer shall review the current service, inspection, test, and maintenance status of all facility property, systems, and equipment included in this contract.

4.6.1 Within 10 days after contract award, the contractor shall submit a written plan for complying with all applicable Health and Safety standards. The contractor will coordinate with the Project Officer to discuss and develop requirements applicable to the administration of the safety program.

4.6.2 Within 30 days after contract award, the contractor shall submit in writing his Standard Operating Procedure (SOP) on the Contractor's purchasing policies and procedures in accordance with Section 3.3.2 above. The Contractor shall submit the SOP to the ACO for review and consent within 30 days after contract award.

4.6.3 Within 10 days after contract award, the contractor and the Project Officer shall conduct an inventory of all Government property available. Property that meets the criteria of Section 3.3.2 shall be stipulated as approved inventory for inventory support and shall be identified to the Approved Inventory List.

The list shall be continuously updated and shall include a brief item description, the purchase price, the vendor, the date purchased, and location where the item is stored. The fact of presence or prior posting of a piece of equipment to the Miscellaneous Tool and Equipment List shall not relieve the contractor of its responsibility to provide sufficient and adequate tools and equipment to perform all operational and maintenance tasks required by this contract.

5.0 CONTRACTOR FURNISHED PROPERTY

5.1 GENERAL

The Contractor shall provide sufficient and adequate tools and equipment to perform all operational and maintenance tasks required by this contract. Contractor provided property includes, but is not limited to, screw drivers, hammers, pliers, socket wrenches, grease guns, pipe wrenches, welding equipment, drills and drill bits; flange jacks; glazing tools, carpenter's tools, masonry equipment, electrician's tools and testing equipment for

measuring the voltage and resistance of electric circuits and grounds, plumber's tools and pressure gauges. The Contractor shall supply all tools and equipment needed to remove, repair, and replace any unit which can be handled manually by no more than two employees with the assistance of a portable A-frame, hoist, or jack. Tools, equipment, instruments, and vehicles, etc., provided by the Contractor shall be maintained in a serviceable condition at the Contractor's expense and be capable of adequately and safely performing the task for which designed and utilized. The Contractor shall supply all administrative and office supplies required for the performance of this contract.

5.2 VEHICLES

The Contractor shall supply all necessary vehicles required for snow removal operations under Section 3.2.3.4. The vehicle shall be stationed at the terminal and may be used for hauling and transportation in support of the Contractor's workforce as the Contractor deems appropriate. The Contractor shall supply all gasoline, oil, and maintenance associated with any vehicles utilized under this contract.

5.3 SAFETY SHOES, SAFETY EQUIPMENT, AND UNIFORMS

The Contractor shall provide safety shoes, support braces, safety glasses, safety gloves (as required), and uniforms to all laborers and maintenance personnel to wear while performing on this contract. Uniforms shall clearly identify employees as Operations and Maintenance personnel. Uniforms shall be maintained in clean and serviceable condition without tears or holes.

6.0 SCHEDULE OF DELIVERABLES/DUE DATES

Schedule of Deliverables

Healthy and Safety Plan:	10 days after contract award
Conduct Inventory / Update Approved Inventory List:	10 days after contract award
Equipment Data and Maintenance Record:	Due with monthly invoice
Monthly Work Request Log:	Due with monthly invoice
Monthly Overtime Report:	Due with monthly invoice

Exhibit 1

Equipment Data & Maintenance Record

EQUIPMENT / SYSTEM	QTY	FREQ	W/O P.S	SERVICE REQUESTED	ACTION TAKEN	LIEUTEN	SERVICE WR	LABOR CLASS	HRS. / W.O.

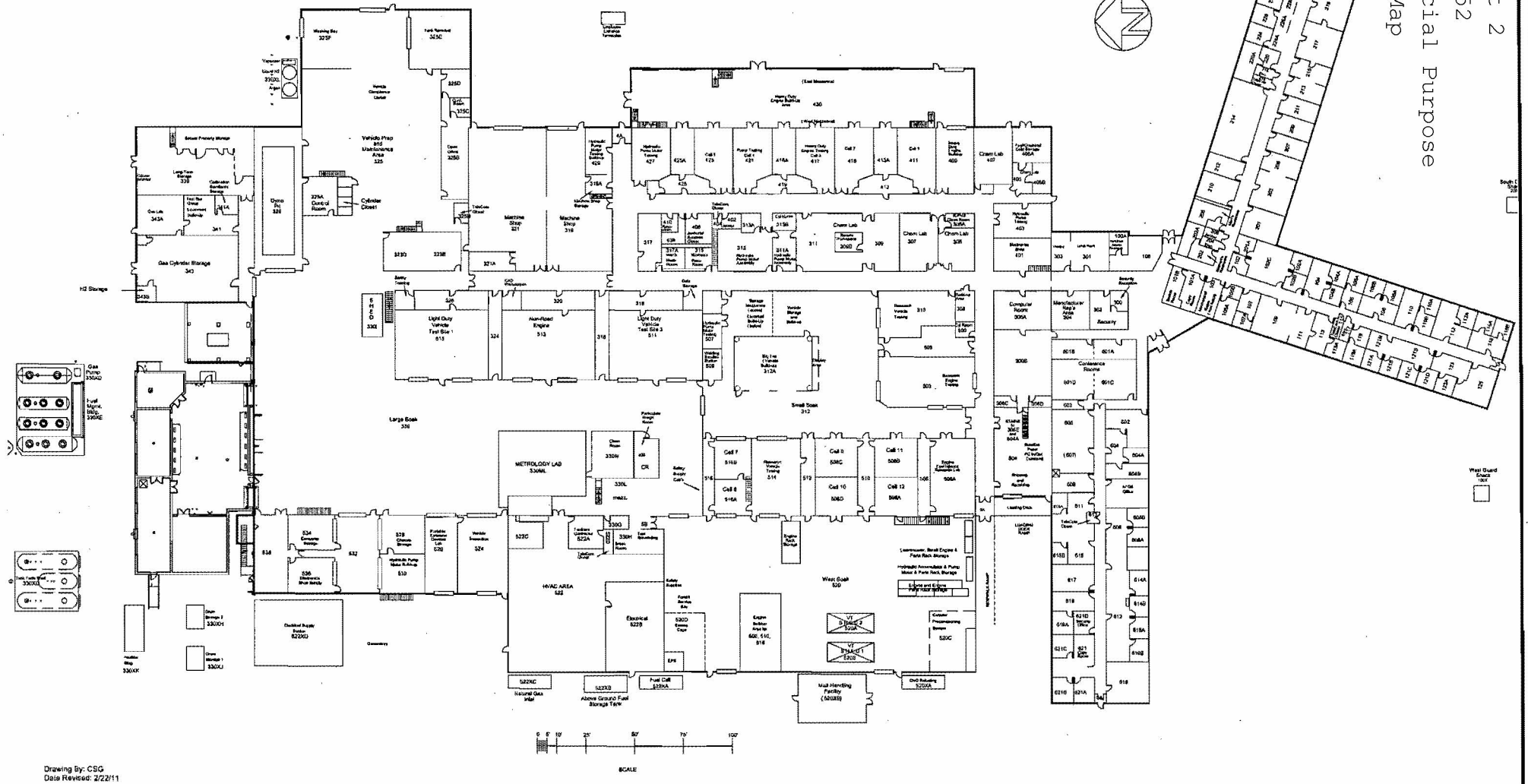
Exhibit 2

Approved Inventory List

NAME OF PART	QTY.	APPLICABLE EQUIPMENT ITEM	COST	SUPPLIER

Attachment 2
EP-C-11-052
NVFEL Special Purpose
Building Map

U.S. ENVIRONMENTAL PROTECTION AGENCY
NATIONAL VEHICLE AND FUEL EMISSIONS LABORATORY



Drawing By: CSG
Date Revised: 2/22/11

ATTACHMENT 3
SOL-CI-11-00028
PREVENTIVE MAINTENANCE SCHEDULE

ITEM DESCRIPTION	QUANTITY	LOCATIONS	REQUIRED SERVICE	FREQUENCY OF OCCURRANCE	DATE OF SERVICE	DATE OF NEXT SERVICE
House Air Compressors						
	3	Rm. 522		Annual		
			Oil / Filter	Semi Annual		
			Lube / Inspect controls	Monthly		
Control Air Compressors	2	Rm. 522 Mezz	Filter / Belts	Semi Annual		
			Inspect controls	Monthly		
	3	Rm. 409 Mezz	Filter / Belts	Semi Annual		
			Inspect controls	Monthly		
Comp. Air Dryers						
	2	Rm. 522	Clean / Inspect controls	Quarterly		
	3	Rm. 409 Mezz	Clean / Inspect controls	Quarterly		
Air Conditioners						
	1	East Guard Post	Clean / Replace Filter Media / Test Unit	Monthly		
	1	West Guard Post	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	Rm. 101B	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	Rm. 115	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	Rm. 216	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	Rm. 404	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	Rm. 613	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	Rm. 522A	Clean / Replace Filter Media / Test Unit	Monthly		
Remote Unit	1	522B	Clean / Replace Filter Media / Test Unit	Monthly		
	4	Rm. 323D	Clean / Replace Filter Media / Test Unit	Monthly		
	2	Rm. 323G	Clean / Replace Filter Media / Test Unit	Monthly		
	1	Rm. 509	Clean / Replace Filter Media / Test Unit	Monthly		
Split Unit	2	306B B/U	Clean / Replace Filter Media / Test Unit	Monthly		
Split Unit	1	Rm 341	Clean / Replace Filter Media / Test Unit	Monthly		
Split Unit	1	512	Clean / Replace Filter Media / Test Unit	Monthly		
Split Unit	2	516 E&W	Clean / Replace Filter Media / Test Unit	Monthly		

	1	525C	Clean / Replace Filter Media / Test Unit	Monthly		
Split Unit	1	330G (Telecom Closet)	Clean / Replace Filter Media / Test Unit	Monthly		
Air Diffusers						
	APROX. 350	All Bldg. Areas	Clean / Adj. Air Flows	Quarterly		
AFFF						
	1	RM. 320	Sample / Inspect / Test	Semi Annual		
	1	RM 345 (Fueling Area)	Sample / Inspect / Test	Semi Annual		
AHU						
Two units added	1	430 EBU	Clean unit / Coils / Filter Replacements	Quarterly		
	1		Clean unit / Coils / Filter Replacements	Quarterly		
	1	Rm. 504	Clean unit / Coils / Filter Replacements	Quarterly		
Heat Pump	1	Passage 4A	Clean unit / Coils / Filter Replacements	Quarterly		
	1	330H	Clean unit / Coils / Filter Replacements	Quarterly		
	1	330G	Clean unit / Coils / Filter Replacements	Quarterly		
	1	409	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Cold Test Fac.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	H. Duty Mezz.	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Fueling Area (345)	Clean unit / Coils / Filter Replacements	Quarterly		
ERU	1	Fueling Area (345)	Clean unit / Coils / Filter Replacements	Quarterly		
	1	Fuel Cold Storage (349)	Clean unit / Coils / Filter Replacements	Quarterly		
			Replace HEPPA / Bag Filter	Yearly		
Temp . Control	All	AHU	Calibrate	Semi Annual		
Motors	All	AHU	Clean / Lubricate	Quarterly		
Overhead Door Air Curtain						
	2	West Soak N&S	Clean / Inspect / Lubricate Adj.	Quarterly		
	2	Lg. Soak	Clean / Inspect / Lubricate Adj.	Quarterly		
	1	532	Clean / Inspect / Lubricate Adj.	Quarterly		
Back Flow Preventer						
	1	CTF Mezzanine	Test Certification	Semi Annualy		
	1	Mez.above room 514	Test Certification	Semi Annualy		
	6	Rm. 522	Test Certification	Semi Annualy		
	1	330	Test Certification	Semi Annually		
Crawl Space						
	1	600 Wing	Inspect / Replace Lamps / Clean	Semi Annually		

Car Wash Bay						
	1	300 VCC	Inspect Spray Washer / Clean Trough	Monthly		
Daylight Tracking System						
Not in use	1	West Soak	Inspect operation / adjustments	Monthly		
East Guard Post						
	1	East Drive	Inspect / Maintain / Repair	Monthly		
West Guard Post						
	1	West Drive	Inspect / Maintain / Repair	Monthly		
Bldg. Fence						
	All	All Areas	Inspect / Repair / Remove growth	Monthly		
Emerg. Gates	10	All Areas	Inspect / Lubricate	Monthly		
Fence Signage	All	All Areas	Adjust / Replace	Monthly		
Motor Opp. Gates						
	5	All Areas	Lube / Adj. / Bat. Replacement / Test	Monthly		
Office Wing Block						
	All	Wings	Patch	Yearly		
Touch up paint	All Wings	Wings	Paint	Yearly		
Grounds						
	All	Drive / Lots	Weed Removal / Rubbish / Patching	Weekly		
		Walks	Weed Removal / Rubbish / Patching	Weekly		
		Lawn Areas	Rubbish Pick up	Weekly		
		Parking Blocks	Replace & Set units	Weekly		
	46	Storm Sewers	Inspect/Repair	Annually		
Snow Removel						
	All	Lot,walk,Drives	Plow And Salt	Daily		
Plow Truck			Oil / Filters / Lube	Quarterly		
Salt / equip supply			Stock & Maintain/ Inspect area	Weekly		
Mower	1		Oil / Filters / Lube	Semi Annual		
Lot / Drive						
	All	Lots & Drives	Sweeping / Crack Fill / Striping	Semi Annual		
Lighting	All	Lots & Drives	Ballast / Lamp / Wire Replacement	Weekly		
Lifts						
Scissors lift	1	520	Inspect / Lubricate & adjust equipment	Quarterly		
Fork Lift	3	520	Inspect / Lubricate & adjust equipment	Quarterly		
Material Lift	1	325	Inspect / Lubricate & adjust equipment	Quarterly		
House Keeping						
	522	Floor / Shelfs	Organize / Remove Rubbish	Weekly		

	522A	Floor / Shelfs	Organize / Remove Rubbish	Weekly		
	Pent. / Stairs	Floor / Shelfs	Organize / Remove Rubbish	Weekly		
	Areas of VCC	Panel Area	Organize / Remove Rubbish	Weekly		
Bldg. Inspections						
	Z01	Elect. / Doors	Recepticals / Switchs / Hinges Etc.	Monthly		
	Z02	Elect. / Doors	Recepticals / Switchs / Hinges Etc.	Monthly		
	Z03	Elect. / Doors	Recepticals / Switchs / Hinges Etc.	Monthly		
Pest Removal	All	All Areas	Exterminate / Trap	Monthly		
Out Bldg Inspections	All	All Areas	Lamps / Ballasts	Monthly		
Rest Rooms						
	3	Z01	Battery Replacement / Fixture replacement	Semi Annual		
			Inspect / Drain Clean / Dispenser repairs	Monthly		
	2	Z02	Battery Replacement / Fixture replacement	Semi Annual		
			Inspect / Drain Clean / Dispenser repairs	Monthly		
	1	Z03	Battery Replacement / Fixture replacement	Semi Annual		
			Inspect / Drain Clean / Dispenser repairs	Monthly		
	All		Brief operational inspection	Weekly		
Plumbing						
Stools / Urinals	All	Rest Rooms	Inspect / repair	Monthly		
Sinks / faucets	All	All Areas	Inspect / repair	Monthly		
Drains / Lines	All	All Areas	Inspect / repair	Monthly		
Bldg supply lines	All	All Areas	!nspect / Repair	Semi Annual		
Floor drains	All	All Areas	Fill traps / Replace Grates	Quarterly		
Flush Valves	All	Rest Rooms	Inspect / repair	Monthly		
Roof Top						
	All	All Areas	Inspect / Remove Debries	Quarterly		
Roof drains	All	All Areas	Inspect / Remove Debries	Quarterly		
Fire Hoses	5	Roof Top	Inspect / Stow	Monthly		
			Replace Hose & Nozzel	1 X Per Five Years		
Key Lock Box						
	1	522	Organize	Monthly		
	1	522A	Organize	Monthly		
MSDS BOOK						
	1	522A	Organize / Update	Monthly		
Lock Out - Tag Out Book	1	522A	Organize / Update	Monthly		
Crash Barrier Pod Units						
	1	East Ent.	Inspect / Test Operation / Controls	Weekly		

	1	East Exit	Inspect / Test Operation / Controls	Weekly		
	1	Employee Lot	Inspect / Test Operation / Controls	Weekly		
	1	West Drive	Inspect / Test Operation / Controls	Weekly		
Condensing Water Pit						
	1	522	Inspection	Semi Annual		
Ceiling Tile & Grid						
	Z01	All	Replace Tiles	Monthly		
	Z02	All	Replace Tiles	Monthly		
	Z03	All	Replace Tiles	Monthly		
Clocks						
	All	All Areas	Replace Battries / Set DLSt	Semi Annual		
Combustible Gas Dect.						
	Z02	All	Calibration / Testing Alarms	Semi Annual		
	Z03	All	Calibration / Testing Alarms	Semi Annual		
CO2 Fire Protection						
	1	508A	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	508B	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	508C	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	508D	Replace Batteries / Test / Hydro Inspections	Semi Annual		
	1	Bay 345 (North & South	Replace Batteries / Test / Hydro Inspections	Semi Annual		
CO2 Eng. Choke Systems						
	22	Test Cells	Replace Batteries / Test / Hydro Inspections	Semi Annual		
Overhead Trolly Cranes						
	1	Rm. 319	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 321	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 403	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 409	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	427	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	508C	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 530 Large Soak	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	2	Rm. 524	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	3	Rm. 329	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	Rm. 417	Grease / Oil / Load Test / Certify / Inspect	Quarterly		
	1	343XA	Grease / Oil / Load Test / Certify / Inspect			
Cabinet Unit Heater						
	3	Lobby	Lubricate / Clean / Inspect	Semi Annual		
Chromalux Space Heaters						

	4	100/200 Wings	Clean / Inspect	Monthly		
Controls	4	100/200 Wings	Cal T-Stat / check Overloads	Monthly		
CTF Chiller Bank						
	1	Cold Test Facility	Inspect/Clean condensers	Semi-annual		
Dock Board Leveler						
	1	Shipping / Rec.	Clean / Lubricate / Test Operation	Semi Annual		
Axel lock / Lights	1	Shipping / Rec.	Clean / Lubricate / Test Operation	Semi Annual		
Toxic Gas Detectors						
	Z02	All Areas	Calibration / Testing Alarms	Quarterly		
	Z03	All Areas	Calibration / Testing Alarms	Quarterly		
			Certify Computer Interface	Yearly		
CTF Dehumid. System						
	1	CTF Mezz	Replace Filter / Clean Coils / Record Draft	Semi Annual		
Electrical Sub Station						
	2	522B	Clean, Inspect, Calibrate Overloads, Meg.	Annual		
	3	Penthouse	Clean, Inspect, Calibrate Overloads, Meg.	Annual		
Motor Control Centers						
	1	Rm. 522	Clean / Inspect / Replace Contacts / Heaters	Annual		
	1	Rm. 522B	Clean / Inspect / Replace Contacts / Heaters	Annual		
	2	Penthouse	Clean / Inspect / Replace Contacts / Heaters	Annual		
Fuse Distrubution Panels						
	1	Rm. 522B	Clean / Inspect / Lube Switches	Annual		
	1	Penthouse	Clean / Inspect / Lube Switches	Annual		
Emerg. Lighting						
	All	All Bldg Areas	Clean / Inspect / Test	Quarterly		
Emerg. LP Panels						
	10	All Areas	Update index / Cleaning / Lubricate	Annual		
Exit Signs	All	All Areas	Inspect/Clean	Quarterly		
Emerg. Generators						
	2	Outside RM. 530	Inspection / Fluid Checks	Monthly		
			Load Test	Annual		
			Start / Run Testing	Quarterly		
Lighting Panels						
	40	All Areas	Update index / Cleaning / Lubricate	Annual		
Metrology Lab	1	330ML	Replace belts & filters	Annual		
Power Panels						

	13	All Areas	Update index / Cleaning / Lubricate	Annual		
Clean Power Panels						
	3	306A	Update index / Cleaning / Lubricate	Annual		
	21	All Areas	Update index / Cleaning / Lubricate	Annual		
Desk Lamp Repairs						
	All	Office Bldg.	Lamp / Ballast Replacement	Monthly		
Temp. Recording Chart						
	1	330	Pen / Chart Replacement	Daily		
Exhaust Fan						
	69	Roof Top	Clean / Inspect / Belt replacement	Quarterly		
Above Ground Storage Tanks						
	1	Diesel Tank	Clean/Inspect	Quarterly		
	1	Diesel Tank	Clean/Inspect	Quarterly		
	1	Silicone Oil	Clean/Inspect	Quarterly		
Fume Hoods						
	1	Rm 305A	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 305	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 307	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 309	Certify / Calibrate / Inspect	Quarterly		
Walk in	1	Rm. 309	Certify / Calibrate / Inspect	Quarterly		
Perchloric	1	Rm. 311	Certify / Calibrate / Inspect	Quarterly		
	2	Rm. 407 E & W	Certify / Calibrate / Inspect	Quarterly		
	1	Rm. 343A	Certify / Calibrate / Inspect	Quarterly		
	1	Rm 330L	Certify / Calibrate / Inspect	Quarterly		
	1	RM 343	Certify / Calibrate / Inspect	Quarterly		
Heating Zone Pumps						
	4	Rm. 103	Oil / Replace Couplings / Seals	Semi Annual		
Booster Pump	1	200 Wing	Oil / Replace Couplings / Seals	Semi Annual		
100 / 200 Wing Coils	All	110 / 200 Wing	Clean	Annual		
Domestic Hot Water Pump						
	1	522 Mezz	Oil / Replace Couplings / Seals	Semi Annual		
Eye Wash booster pump	1	522 Mezz	Oil / Replace Couplings / Seals	Semi Annual		
Heat Exchanger						
	1	CTF Mezz	Inspect	Semi Annual		
Room Humidifier						
	1	Rm. 101B	Fill Tanks / Replace Filter	Monthly		
Eye Wash / Shower Stations						

	16	All Bldg Areas	Flow Test / Clean / Report	Monthly		
	All		Clean Strainers	Semi Annual		
H.H. Fire Extinguishers						
	275	All Bldg Areas	Inspect / Clean / Replace	Monthly		
		All Bldg Areas	Inspect / Clean / Replace Certify	Monthly		
Fume Scrubbers						
	6	Bldg Test Areas	Clean / Inspect / Grease / Adjust	Semi Annual		
Fire Sprinkler Riser						
	7	All Zones	Flow Test / Inspect / Card Update	Semi Annual		
Heads	All	All Zones	Replace Stock	Quarterly		
Hydrants	All	All Zones	Flow Test / Inspect	Annualy		
PIV	5	All Zones	Test / Inspect	Semi Annual		
Fuel Oil Tanks						
	1		Presure Test Lines	Monthly		
	1	Outside 522	Inspect / Test For Water / Measure	Monthly		
Pump	1	Rm. 522	Lubricate / Inspect	Monthly		
FM 200 Spheres/ Novec 1230						
	156	Bldg Test Areas	Dust , Weigh, Inspect Tanks	Semi Annual		
	6	514 Mezzanine	Dust , Weigh, Inspect Tanks	Semi Annual		
FM 200 Panels/ Novec 1230			Replace Squib Initiators	1 X Per 5 Yrs		
	Aprox 40	Protected Areas	Clean / Test Alarm in & Out	Semi Annual		
Fire Dampers	All	Bldg Test Areas	Inspections	Semi Annual		
Smk Detectors	2	CTF Mezz	Alarm In & Out / Inspections	Semi Annual		
Man Pull Stations	All	All Bldg Areas	Alarm In & Out / Inspections	Semi Annual		
Horn / Strobes	All	All Bldg Areas	Alarm In & Out / Inspections	Semi Annual		
Fennet 200 Fire System						
	1	Lobby	Certify Operation / Alarm In & Out	Semi Annual		
Dialer / Monitor	1	Lobby	Check / Subscribe	Daily		
Ice Making Machines						
	1	H-Duty Hall	Inspect / Clean Coils & Bin	Monthly		
	1	Rm. 407	Inspect / Clean Coils & Bin	Monthly		
Interrior Bldg. Lighting						
	All	Z01	Replace Lamps / Ballasts / Motion Detectors	Monthly		
	All	Z02	Replace Lamps / Ballasts / Motion Detectors	Monthly		
	All	Z03	Replace Lamps / Ballasts / Motion Detectors	Monthly		
Overhead Doors						

	6	Z02	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
	30	Z03	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
	1	430	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
Fire Rated	3	Z02	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
			Certify	Semi Annual		
Fast Roll Curtain	1	West Soak	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
Fast Roll Curtain	1	409	Clean / Inspect / Lubricate Adj. Controls	Quarterly		
Particulate Monitors						
	7	Z02, Z03	Factory certify, Inspection, Record File	Yearly		
			Battery replacement, Zero unit	Twice yearly		
			Filter replacement, Cleaning, Inspection	Weekly		
Paxon Blower						
	1	515 Mezz	Filter/Belt/Tensioner Replace / Clean / Inspect	Monthly		
Process Waste Intercept.						
	1	430	Inspect	Weekly		
			Depth Check	Monthly		
			Pump Out	Annual		
Scrubber						
(F1)	1	Roof Top	Filter Replacement / Draft Rec. / Inspection	Semi Annual		
			Replace HEPA Filters	Annual		
(F2)	1	Roof Top	Filter Replacement / Draft Rec. / Inspection	Semi Annual		
			Replace HEPA Filters	Annual		
Sump Pumps						
	1	CTF	Inspect / Run pump	Monthly		
	1	CTF	Inspect / Run pump	Monthly		
	1	329	Inspect / Run pump	Monthly		
	1	RM. 515	Inspect / Run pump	Monthly		
	1	RM. 515	Inspect / Run pump	Monthly		
	1	RM. 514	Inspect / Run pump	Monthly		
	2	Rm. 503	Inspect / Run pump	Monthly		
	1	Rm. 310	Inspect / Run pump	Monthly		
Emerg. Trans. Panel						
	3	Rm. 522B	Test / Inspect / Calibrate	Annual		
	2	Penthouse	Test / Inspect / Calibrate	Annual		
Emerg. Trans. Panels						
	4	Rm. 522B	Test / Inspect / Calibrate	Annual		
Unit Heater / Cooler						

	42	600 Wing Areas	Clean / Inspect / Replace or Clean Filters	Quarterly		
Pneu. T- Stats	40	600 Wing Areas	Clean / Inspect / Calibrate	Semi Annual		
Uninterruptible Power System						
Battery Bank	1	520D	Visual & functional inspection / Third Party Inspec	Semi Annual		
Vacuum Pumps						
	2	522 Mezz	Clean / Grease / Oil / Filters / Inspect	Semi Annual		
			Inspect Valves & Rings	1 X Per Five Years		
Vehicle Lifts						
	4	330 VCC Areas	Grease / Oil / Inspect	Monthly		
			Third Party Inspection	Monthly		
	2	312 N. & S.	Grease / Oil / Inspect	Monthly		
			Third Party Inspection	Annual		
Vehicle Stacker						
	1	330	Grease / Oil / Inpsect / Repair	Monthly		
Water Fountains						
	3	Z01	Clean Coils / Adj. Stream / Inspect Operation	Monthly		
	5	Z02	Clean Coils / Adj. Stream / Inspect Operation	Monthly		
	2	Z03	Clean Coils / Adj. Stream / Inspect Operation	Monthly		

ATTACHMENT 4
EP-C-11-052
QUALITY ASSURANCE SURVEILLANCE PLAN

PERFORMANCE OBJECTIVE	REFERENCE	PERFORMANCE STANDARD	DEDUCTION
Contractor effectively schedules O&M services so as to minimize disruption of regular, on-going business during normal operations hours.	1.1	No unannounced disruption of facility activity during normal operations hours due to a failure to coordinate any regularly-occurring O&M activity.	5% reduction from monthly price per occurrence
Contractor renders O&M services in accordance with all applicable local, state, and federal laws and regulations.	1.1	Compliance with OSHA Regulations, EPA Facility Safety Manual(4844), Combustible Gas Detection System Maintenance Manual, Cross Connection Rules Manual, and State & Local laws.	5% reduction from monthly price per occurrence
Contractor provides all necessary supervision, personnel, materials, and equipment for coordinated operations, maintenance, and support of the facility and grounds.	3.0	Random check of scheduled tasks at their respective maintenance interval for verification of completion by the appropriate skill level.	5% reduction from monthly price per occurrence
Contractor conducts a comprehensive program of ordinary, preventive, and corrective maintenance	3.1.1	Adherence and timely performance in accordance with the preventive maintenance schedule. **(Exhibit 4)**	2% reduction from monthly price per occurrence
Contractor schedules and performs exterior building painting (excluding metal siding) in accordance with the schedule.	3.1.1	Incidence of occurrence, performed in a workman-like manner.	5% reduction from monthly price per occurrence
Contractor processes recyclables in accordance with the NVFEL Recycling Program.	3.1.1	Contractor conducts on-going scrap surveillance for recyclable materials and conforming disposal.	1% reduction from monthly price per occurrence
Contractor maintains facility and facility grounds free of rodents, termites, and other structure-damaging wildlife in accordance with the facility Integrated Pest Management Plan.	3.1.2	Evidence of new infestation.	5% reduction from monthly price per occurrence
Contractor coordinates prior approval before utilizing any poison, deterrent, compound, or chemical for pest control.	3.1.2	No incidence of application of poison, deterrent, compound, or chemical without prior written approval.	5% reduction from monthly price per occurrence
Contractor maintains all electrical power systems, electrical distribution systems, substations, distribution panels, lighting systems, wiring systems, 375Kw Emergency Generator, and emergency power systems under a regular program of preventive and corrective maintenance.	3.1.3.1	No incidence of skipped or deficient preventative and corrective maintenance. No unannounced disruption of facility activity during normal operations hours due to a failure to coordinate any regularly-occurring O&M activity.	5% reduction from monthly price per occurrence

Contractor maintains all water, eyewash, emergency showers, drains, and water distribution systems in good working order.	3.1.3.3	No incidence of failure (except during repair) of any of these components.	5% reduction from monthly price per occurrence
Contractor maintains all laboratory test stations, electrical and gas fixtures, associated pipes and wiring, fume hoods, ventilation and air filtration, emergency safety systems, and fixtures in good operating condition.	3.1.3.4	No incidence of failure (except during repair) of any of these components. All fume hood certification records are current, and noted deficiencies are corrected.	5% reduction from monthly price per occurrence
Contractor maintains HVAC and fixtures in the Cold Test Facility and Filter Weight Room in good working order.	3.1.3.5	No incidence of failure (except during repair) of any of these components.	2% reduction from monthly price per occurrence
Contractor maintains HVAC levels for the Cold Test Facility and the Filter Weight Room at appropriate levels.	3.1.3.6	No incidence of failure (except during repair) of any of these systems.	1% reduction from monthly price per occurrence
Contractor maintains all Facility Safety Systems under a regular program of preventive and corrective maintenance in accordance with the maintenance schedule.	3.1.3.8	Random inspection and third party audit do not reveal skipped or deficient preventative or corrective maintenance.	5% reduction from monthly price per occurrence
Contractor schedules and conducts testing, servicing, and recharging of all Fire Protection Systems in accordance with the preventive maintenance schedule.	3.1.3.8A	Random inspection and third party audit do not reveal skipped or deficient preventative or corrective maintenance. All systems in compliance with current NFPA inspection requirements.	5% reduction from monthly price per occurrence
Contractor schedules and conducts preventive maintenance and safety testing of AFF Foam Fire Protection system in accordance with the preventive maintenance schedule.	3.1.3.8A-2	Random inspection and third party audit do not reveal skipped or deficient preventative or corrective maintenance. All systems in compliance with current NFPA inspection requirements.	5% reduction from monthly price per occurrence
Contractor schedules and conducts preventive maintenance and safety testing of the FM-200 fire protection system in accordance with the preventive maintenance schedule.	3.1.3.8A-3	Random inspection and third party audit do not reveal skipped or deficient preventative or corrective maintenance. All systems in compliance with current NFPA inspection requirements.	5% reduction from monthly price per occurrence
Contractor schedules and conducts safety testing of all laboratory safety showers on a semi-annual basis.	3.1.3.8B	(semiannual)	2% reduction from monthly price per occurrence
Contractor schedules and conducts safety testing of all laboratory eyewash basins on a weekly basis.	3.1.3.8B	No missed interval of inspection. (weekly)	5% reduction from monthly price per occurrence
Contractor performs preventive maintenance and repair of combustible gas detection system.	3.1.3.8C	No incidence of deficient maintenance or repair is detected (unless previously reported by contractor)	1% reduction from monthly price per occurrence

Contractor schedules and conducts annual maintenance and testing of the Potable Water Back-flow Protection System.	3.1.3.8D	Cross Connection Rules Manual (3rd Ed, Section 14.6.3)	2% reduction from monthly price per occurrence
Contractor demonstrates sound management controls, capable of detecting an unanticipated maintenance or repair requirement effecting critical structure, fixtures, systems, or equipment and responding within one (1) hour during normal operations hours.	3.1.4	No response times greater than the stated interval for the respective category.	5% reduction from monthly price per occurrence
Contractor maintains vegetation along the fence line and within the fuel storage compound to a height not exceeding 4 inches.	3.2.1	Random inspection does not find vegetation higher than stated.	.05% reduction from monthly price per occurrence
Contractor performs trimming and edging along paved surfaces, sidewalks, curbstones, utility poles, light poles, and along the fence line to a point 6 pricet outside the fence line, or as required, to maintain the neat and uniform appearance of the property.	3.2.1	Random inspection does not find vegetation higher than stated.	.05% reduction from monthly price per occurrence
Contractor maintains grounds free of trash and yard debris.	3.2.1	Random inspection does not find yard trash/debris.	2% reduction from monthly price per occurrence
Contractor maintains all fences, vehicle gates, and pedestrian gates in good, serviceable, working order at all times.	3.2.2	Random inspection does not find items in need of repair or maintenance.	2% reduction from monthly price per occurrence
Contractor maintains illumination of the parking lot, replacing bulbs and servicing fixtures as required to maintain them in good working order.	3.2.3	No incidence of failure (except during repair) of any of these systems.	1% reduction from monthly price per occurrence

PERFORMANCE OBJECTIVE	REFERENCE	PERFORMANCE STANDARD	DEDUCTION
Contractor schedules and performs parking lot surface maintenance consisting of filling potholes, repositioning and remounting barriers and curbstones, and the sealing of cracked and deteriorated blacktop.	3.2.3.2	Records indicate maintenance intervals are performed, random inspection does not disclose potholes, or curbstones in need of repair/repositioning.	2% reduction from monthly price per occurrence
Contractor schedules and provides "Spot painting" of "no parking" zones, painted curb stones, fire lanes, and space markers when deterioration impedes their clear visibility during the hours of darkness under parking lot illumination.	3.2.3.3	Records indicate maintenance intervals are performed, random inspection does not disclose striping/parking zones in need of painting.	1% reduction from monthly price per occurrence
Contractor shall maintain the parking lot, sidewalks, and approaches in snow-free, passable, condition Sunday through Saturday, exclusive of holidays, 5 A.M. to 7 P.M.(EST)	3.2.3.4	Contractor redirects resources as necessary to keep sidewalks, driveways, and parking lots free of snow and ice during normal business hours.	5% reduction from monthly price per occurrence
The contractor shall demonstrate the implementation of a plan or procedure sufficient to promptly respond to any malfunction, failure, or imminent threat of failure effecting critical systems or equipment, twenty-four hours a day, seven days a week.	3.3.0	Contractors initial response time to malfunctions, failures, or imminent threat of failure ,conforms to the contract response time requirements.	5% reduction from monthly price per occurrence
Contractor's emergency response plan includes expedient or temporary action to effect a temporary solution or alternative means by which operational capability may be maintained.	3.3.0	No condition occurs, where the contractors lack of expedient or temporary action, causes operational capability to be lost.	2% reduction from monthly price per occurrence
Contractor's protocol coordinates all emergency repair actions through the Project Officer.	3.3.0	Contractor fails to write policy, and train his employees on that policy for emergency protocol as required in the contract.	3% reduction from monthly price per occurrence
Contractor provides Purchasing and Inventory Support in support of those services and equipment items identified under Section 3.0, in accordance with the contractor's Purchasing SOP.	3.3.2	Inspection identifies contractor has no SOP, SOP does not incorporate facility sustainable purchasing policy guidance, or purchasing/inventory is not in accordance with SOP.	5% reduction from monthly price per occurrence
Contractor maintains an inventory of spare parts sufficient to sustain critical equipment operation, in accordance with the service and maintenance manuals, historical demand, and the Preventive Maintenance Record.	3.3.2.	Contractor fails to maintain an inventory of spare parts (on numerous occasions) to sustain critical equipment operation in accordance with the service and maintenance manuals, historical demand, and the Preventive Maintenance Record.	2% reduction from monthly price per occurrence

Contractor maintains a fully adequate **Schedule of Approved Inventory** and continuously evaluates and replenishes stock for items less than $1,000.00.	3.3.2.	Contractor fails to maintain (on numerous occasions) a fully adequate **Schedule of Approved Inventory** and/or fails to continuously evaluate and replenish stock for items less than $1,000.00.	2% reduction from monthly price per occurrence
The Contractor complies with the approved Purchasing **Standard Operating Procedure (SOP)** fully documenting all purchasing policies and procedures, maintenance of purchasing record files sufficient to track supplies, vendors, and prices paid.	3.3.2.	The Contractor fails to comply with the approved Purchasing **Standard Operating Procedure (SOP)** fully documenting all purchasing policies and procedures, maintenance of purchasing record files sufficient to track supplies, vendors, and prices paid.	1% reduction from monthly price per occurrence
Contractor tracks materials cost and prepares invoices in accordance with the contract CLIN structure.	3.3.2.	The Contractor fails to track materials cost and/or to prepare invoices in accordance with the contract CLIN structure.	.05% reduction from monthly price per occurrence
The contractor provides all management and inspection services necessary to achieve the objective.	4.1	Scheduled deliverables are not provided on time, and services/workmanship do not meet contract requirements.	5% reduction from monthly price per occurrence
The contractor provides all administrative services, supplies, and equipment necessary to support the achievement of the objective.	4.2	The contractor fails to provide any part of the administrative services, supplies, and equipment necessary to support the achievement of the objective.	2% reduction from monthly price per occurrence
The Contractor provides sufficient, flexible staffing to provide all operations, maintenance, and auxiliary support services necessary to accomplish the objective.	4.3	The Contractor fails to provide sufficient, flexible staffing to provide all operations, maintenance, and auxiliary support services necessary to accomplish the objective.	10% reduction from monthly price per occurrence
Contractor schedules personnel so that no individual works more than 12 hours in one shift, followed by an 8 hour break.	4.3	Contractor fails to schedule personnel so that no individual works more than 12 hours in one shift, followed by an 8 hour break.	1% reduction from monthly price per occurrence
Contractor shall ensure that personnel have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable laws and regulations.	4.3	Contractor fails to ensure that personnel have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable laws and regulations.	5% reduction from monthly price per occurrence
All required records and reports are maintained up-to-date and supplemented in a timely manner in accordance with the schedule.	4.4.0	Required records and reports are maintained up-to-date and supplemented in a timely manner in accordance with the schedule.	5% reduction from monthly price per occurrence

WD 05-2269 (Rev.-11) was first posted on www.wdol.gov on 07/06/2010
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Shirley F. Ebbesen
Director

Division of Wage Determinations

Wage Determination No.: 2005-2269
Revision No.: 11
Date Of Revision: 06/28/2010

State: Michigan

Area: Michigan Counties of Lenawee, Washtenaw

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22
01012 - Accounting Clerk II		15.96
01013 - Accounting Clerk III		18.77
01020 - Administrative Assistant		26.95
01040 - Court Reporter		19.80
01051 - Data Entry Operator I		13.85
01052 - Data Entry Operator II		15.12
01060 - Dispatcher, Motor Vehicle		21.98
01070 - Document Preparation Clerk		15.38
01090 - Duplicating Machine Operator		15.38
01111 - General Clerk I		13.37
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		22.04
01141 - Messenger Courier		11.47
01191 - Order Clerk I		14.16
01192 - Order Clerk II		15.83
01261 - Personnel Assistant (Employment) I		17.30
01262 - Personnel Assistant (Employment) II		19.35
01263 - Personnel Assistant (Employment) III		21.57
01270 - Production Control Clerk		21.45
01280 - Receptionist		13.67
01290 - Rental Clerk		15.38
01300 - Scheduler, Maintenance		17.30
01311 - Secretary I		17.30
01312 - Secretary II		19.35
01313 - Secretary III		22.04
01320 - Service Order Dispatcher		19.04
01410 - Supply Technician		25.70
01420 - Survey Worker		18.56
01531 - Travel Clerk I		13.02
01532 - Travel Clerk II		14.14
01533 - Travel Clerk III		15.31
01611 - Word Processor I		15.07
01612 - Word Processor II		16.92
01613 - Word Processor III		18.93
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.09
05010 - Automotive Electrician		22.58
05040 - Automotive Glass Installer		21.84
05070 - Automotive Worker		21.84

05110 - Mobile Equipment Servicer	20.43
05130 - Motor Equipment Metal Mechanic	23.31
05160 - Motor Equipment Metal Worker	21.84
05190 - Motor Vehicle Mechanic	23.31
05220 - Motor Vehicle Mechanic Helper	19.71
05250 - Motor Vehicle Upholstery Worker	21.12
05280 - Motor Vehicle Wrecker	21.84
05310 - Painter, Automotive	22.58
05340 - Radiator Repair Specialist	21.84
05370 - Tire Repairer	18.30
05400 - Transmission Repair Specialist	23.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.07
07041 - Cook I	13.99
07042 - Cook II	15.07
07070 - Dishwasher	11.35
07130 - Food Service Worker	11.35
07210 - Meat Cutter	16.29
07260 - Waiter/Waitress	12.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.98
09040 - Furniture Handler	18.10
09080 - Furniture Refinisher	22.98
09090 - Furniture Refinisher Helper	20.13
09110 - Furniture Repairer, Minor	21.55
09130 - Upholsterer	22.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.91
11060 - Elevator Operator	14.91
11090 - Gardener	17.80
11122 - Housekeeping Aide	13.40
11150 - Janitor	13.41
11210 - Laborer, Grounds Maintenance	14.78
11240 - Maid or Houseman	12.07
11260 - Pruner	13.63
11270 - Tractor Operator	15.88
11330 - Trail Maintenance Worker	14.78
11360 - Window Cleaner	14.24
12000 - Health Occupations	
12010 - Ambulance Driver	17.90
12011 - Breath Alcohol Technician	19.72
12012 - Certified Occupational Therapist Assistant	22.17
12015 - Certified Physical Therapist Assistant	22.17
12020 - Dental Assistant	17.78
12025 - Dental Hygienist	35.19
12030 - EKG Technician	26.77
12035 - Electroneurodiagnostic Technologist	26.77
12040 - Emergency Medical Technician	17.90
12071 - Licensed Practical Nurse I	17.61
12072 - Licensed Practical Nurse II	19.72
12073 - Licensed Practical Nurse III	21.34
12100 - Medical Assistant	14.38
12130 - Medical Laboratory Technician	22.29
12160 - Medical Record Clerk	16.13
12190 - Medical Record Technician	19.47
12195 - Medical Transcriptionist	18.11
12210 - Nuclear Medicine Technologist	33.73
12221 - Nursing Assistant I	11.25
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	15.04

12235 - Optical Dispenser		19.36
12236 - Optical Technician		17.61
12250 - Pharmacy Technician		17.43
12280 - Phlebotomist		15.04
12305 - Radiologic Technologist		26.11
12311 - Registered Nurse I		29.83
12312 - Registered Nurse II		32.20
12313 - Registered Nurse II, Specialist		32.20
12314 - Registered Nurse III		44.14
12315 - Registered Nurse III, Anesthetist		44.14
12316 - Registered Nurse IV		52.92
12317 - Scheduler (Drug and Alcohol Testing)		24.04
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.47
13012 - Exhibits Specialist II		26.61
13013 - Exhibits Specialist III		32.54
13041 - Illustrator I		21.64
13042 - Illustrator II		28.26
13043 - Illustrator III		33.45
13047 - Librarian		30.28
13050 - Library Aide/Clerk		13.49
13054 - Library Information Technology Systems Administrator		25.71
13058 - Library Technician		18.56
13061 - Media Specialist I		18.54
13062 - Media Specialist II		20.75
13063 - Media Specialist III		23.13
13071 - Photographer I		19.42
13072 - Photographer II		22.61
13073 - Photographer III		29.56
13074 - Photographer IV		34.28
13075 - Photographer V		39.82
13110 - Video Teleconference Technician		19.13
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.74
14042 - Computer Operator II		19.20
14043 - Computer Operator III		21.16
14044 - Computer Operator IV		23.46
14045 - Computer Operator V		25.58
14071 - Computer Programmer I	(see 1)	22.60
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.74
14160 - Personal Computer Support Technician		23.46
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.52
15020 - Aircrew Training Devices Instructor (Rated)		39.35
15030 - Air Crew Training Devices Instructor (Pilot)		45.62
15050 - Computer Based Training Specialist / Instructor		32.52
15060 - Educational Technologist		30.30
15070 - Flight Instructor (Pilot)		45.62
15080 - Graphic Artist		25.87
15090 - Technical Instructor		24.59
15095 - Technical Instructor/Course Developer		32.69
15110 - Test Proctor		21.80
15120 - Tutor		21.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		

16010 - Assembler	10.00
16030 - Counter Attendant	10.00
16040 - Dry Cleaner	13.34
16070 - Finisher, Flatwork, Machine	10.00
16090 - Presser, Hand	10.00
16110 - Presser, Machine, Drycleaning	10.00
16130 - Presser, Machine, Shirts	10.00
16160 - Presser, Machine, Wearing Apparel, Laundry	10.00
16190 - Sewing Machine Operator	14.52
16220 - Tailor	15.65
16250 - Washer, Machine	11.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.18
19040 - Tool And Die Maker	29.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.65
21030 - Material Coordinator	24.54
21040 - Material Expediter	24.54
21050 - Material Handling Laborer	15.24
21071 - Order Filler	15.25
21080 - Production Line Worker (Food Processing)	20.65
21110 - Shipping Packer	17.34
21130 - Shipping/Receiving Clerk	17.34
21140 - Store Worker I	17.19
21150 - Stock Clerk	21.86
21210 - Tools And Parts Attendant	20.65
21410 - Warehouse Specialist	20.65
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.20
23021 - Aircraft Mechanic I	26.35
23022 - Aircraft Mechanic II	27.20
23023 - Aircraft Mechanic III	28.07
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.57
23060 - Aircraft Servicer	22.27
23080 - Aircraft Worker	23.38
23110 - Appliance Mechanic	23.56
23120 - Bicycle Repairer	18.30
23125 - Cable Splicer	27.91
23130 - Carpenter, Maintenance	25.65
23140 - Carpet Layer	25.15
23160 - Electrician, Maintenance	32.65
23181 - Electronics Technician Maintenance I	25.50
23182 - Electronics Technician Maintenance II	27.07
23183 - Electronics Technician Maintenance III	28.00
23260 - Fabric Worker	23.75
23290 - Fire Alarm System Mechanic	26.30
23310 - Fire Extinguisher Repairer	22.37
23311 - Fuel Distribution System Mechanic	26.51
23312 - Fuel Distribution System Operator	22.77
23370 - General Maintenance Worker	23.96
23380 - Ground Support Equipment Mechanic	26.35
23381 - Ground Support Equipment Servicer	22.27
23382 - Ground Support Equipment Worker	23.38
23391 - Gunsmith I	22.37
23392 - Gunsmith II	24.10
23393 - Gunsmith III	25.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.61
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.40

23430 - Heavy Equipment Mechanic	29.63
23440 - Heavy Equipment Operator	25.52
23460 - Instrument Mechanic	28.93
23465 - Laboratory/Shelter Mechanic	24.89
23470 - Laborer	16.69
23510 - Locksmith	23.44
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	27.99
23580 - Maintenance Trades Helper	19.73
23591 - Metrology Technician I	28.93
23592 - Metrology Technician II	29.73
23593 - Metrology Technician III	30.69
23640 - Millwright	34.10
23710 - Office Appliance Repairer	24.76
23760 - Painter, Maintenance	26.60
23790 - Pipefitter, Maintenance	29.87
23810 - Plumber, Maintenance	29.24
23820 - Pneudraulic Systems Mechanic	25.75
23850 - Rigger	25.94
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	29.24
23910 - Small Engine Mechanic	23.98
23931 - Telecommunications Mechanic I	26.78
23932 - Telecommunications Mechanic II	27.49
23950 - Telephone Lineman	25.23
23960 - Welder, Combination, Maintenance	26.46
23965 - Well Driller	25.34
23970 - Woodcraft Worker	26.30
23980 - Woodworker	22.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.85
24580 - Child Care Center Clerk	18.10
24610 - Chore Aide	11.09
24620 - Family Readiness And Support Services Coordinator	17.41
24630 - Homemaker	19.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.00
25040 - Sewage Plant Operator	25.78
25070 - Stationary Engineer	28.00
25190 - Ventilation Equipment Tender	22.06
25210 - Water Treatment Plant Operator	25.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.29
27007 - Baggage Inspector	12.93
27008 - Corrections Officer	23.65
27010 - Court Security Officer	23.72
27030 - Detection Dog Handler	18.96
27040 - Detention Officer	23.65
27070 - Firefighter	21.27
27101 - Guard I	12.93
27102 - Guard II	18.96
27131 - Police Officer I	27.65
27132 - Police Officer II	30.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.14
28042 - Carnival Equipment Repairer	14.65
28043 - Carnival Equpment Worker	12.22
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	13.00
28350 - Park Attendant (Aide)	16.32

28510 - Recreation Aide/Health Facility Attendant		11.16
28515 - Recreation Specialist		17.46
28630 - Sports Official		13.00
28690 - Swimming Pool Operator		20.87
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		24.84
29020 - Hatch Tender		24.84
29030 - Line Handler		24.84
29041 - Stevedore I		24.00
29042 - Stevedore II		25.70
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	38.88
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.82
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	29.53
30021 - Archeological Technician I		20.08
30022 - Archeological Technician II		22.47
30023 - Archeological Technician III		27.83
30030 - Cartographic Technician		27.83
30040 - Civil Engineering Technician		25.65
30061 - Drafter/CAD Operator I		20.08
30062 - Drafter/CAD Operator II		22.47
30063 - Drafter/CAD Operator III		25.05
30064 - Drafter/CAD Operator IV		30.82
30081 - Engineering Technician I		18.36
30082 - Engineering Technician II		21.64
30083 - Engineering Technician III		24.21
30084 - Engineering Technician IV		30.00
30085 - Engineering Technician V		36.70
30086 - Engineering Technician VI		44.38
30090 - Environmental Technician		23.66
30210 - Laboratory Technician		20.83
30240 - Mathematical Technician		27.83
30361 - Paralegal/Legal Assistant I		20.88
30362 - Paralegal/Legal Assistant II		25.86
30363 - Paralegal/Legal Assistant III		31.63
30364 - Paralegal/Legal Assistant IV		38.28
30390 - Photo-Optics Technician		28.08
30461 - Technical Writer I		24.37
30462 - Technical Writer II		29.82
30463 - Technical Writer III		36.08
30491 - Unexploded Ordnance (UXO) Technician I		24.71
30492 - Unexploded Ordnance (UXO) Technician II		29.90
30493 - Unexploded Ordnance (UXO) Technician III		35.84
30494 - Unexploded (UXO) Safety Escort		24.71
30495 - Unexploded (UXO) Sweep Personnel		24.71
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.80
30621 - Weather Observer, Senior	(see 2)	27.55
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		13.47
31030 - Bus Driver		17.19
31043 - Driver Courier		17.03
31260 - Parking and Lot Attendant		13.20
31290 - Shuttle Bus Driver		18.55
31310 - Taxi Driver		13.70
31361 - Truckdriver, Light		18.08
31362 - Truckdriver, Medium		19.61
31363 - Truckdriver, Heavy		21.82
31364 - Truckdriver, Tractor-Trailer		21.82
99000 - Miscellaneous Occupations		
99030 - Cashier		10.62

99050 - Desk Clerk	10.62
99095 - Embalmer	26.66
99251 - Laboratory Animal Caretaker I	13.77
99252 - Laboratory Animal Caretaker II	15.32
99310 - Mortician	28.35
99410 - Pest Controller	20.39
99510 - Photofinishing Worker	15.49
99710 - Recycling Laborer	15.07
99711 - Recycling Specialist	16.58
99730 - Refuse Collector	16.82
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	11.92
99830 - Survey Party Chief	22.62
99831 - Surveying Aide	12.97
99832 - Surveying Technician	19.86
99840 - Vending Machine Attendant	20.52
99841 - Vending Machine Repairer	22.53
99842 - Vending Machine Repairer Helper	20.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

EPA Medical Evaluation Form

National Occupational Medical Surveillance Program

FY10

EMPLOYEE TO COMPLETE ALL SHADED AREAS OF FORM BEFORE APPOINTMENT.

Health Center – Attach COPY of screening, diagnostic, and laboratory tests and a COPY of this form for final medical review. Retain all originals in employee file.

(Employee to complete)

Client Name: _____ **SHEMP Manager:**_____

Client's Home Address:

_____

Client's Employer:

_____

Employer's Address:

_____

Provider Name(s):

_____

HEALTH CENTER STAMP

***Periodicity of exams**

a. Conducted annually if:
1. Over age 40
2. Known significant medical problem
3. Hazmat team member
4. Engaged in field or lab activity > 30 days per year
5. Exposure to substance mandating annual medical surveillance

b. All other exams conducted every other year

DEMOGRAPHIC DATA (Employee to complete)

Name:	**Position Title:**	**Work Phone #:**
SS# (last four digits only):	**Date of Birth:**	**Sex:**
Date of Testing:	**Supervisor Name:**	**Supervisor Work Phone #:**

PROVIDERS PLEASE NOTE -- CORE EXAM MUST ALWAYS BE COMPLETED

BASELINE / EXIT CORE EXAM*
OCCUPATIONAL HEALTH EVALUATION
(Nurse to complete)

Required services: (Check when test performed)
- FOH Profile, Blood and Urine
- Audiometry
- EKG
- Spirometry
- Vision Screening
- Chest X-Ray - PA
- General Physical Examination
- General Medical History

If indicated services: (Check when test performed)
- Stress EKG (every 2 years)
- Tetanus Immunization (every 10 years)
- Other Immunizations (see Work Order)

PERIODIC CORE EXAM *
OCCUPATIONAL HEALTH EVALUATION
(Nurse to complete)

Required services: (Check when test performed)
- FOH Profile, Blood and Urine
- Vision Screening
- Audiometry
- General Physical Examination
- General Medical History
- Spirometry (for Respirator Certification)

If indicated services: (Check when test performed)
- EKG (initially, at age 40, every 5 years thereafter)
- Stress EKG (per MRO only)
- Tetanus Immunization (every 10 years)
- Other Immunizations_____
- Chest X-Ray - PA (initially, when medically indicated, at exit)
- Spirometry (if indicated)

MEDICAL SURVEILLANCE - SPECIAL PROFILES
(Employee check all that apply)
(Nurse to complete testing as indicated on page 2)

- EPA Diver
- Lab Employee
- Clean Air Inspector/Enforcement Officer
- FIFRA Enforcement Officer
- Pesticide Laboratory Employee
- Emergency Response and On-Scene Coordinator
- Animal Handler
- Field Sampling Employee
- Remedial Project Officer
- TSCA Enforcement Officer
- RCRA Enforcement Officer
- NESHAPS/AHERA (Asbestos Enforcement Officer)
- Wetlands Employee
- Radiation Employee
- U.S.T. Inspector
- NPDES Inspector
- Other

* This examination does not substitute for a periodic health examination conducted by your private provider. It is being conducted for occupational purposes.

SPECIALTY EXAMINATIONS
(Nurse to complete)

- ☐ **EPA Diver W107042 / W114113**
  - ☐ Baseline Exit Exam
    - ☐ Respirator Clearance
  - ☐ Periodic Exam **W109457**
    - ☐ EKG (annually after age 25)
    - ☐ Chest X-Ray PA and Lat View (every 2 years after age 40)
    - ☐ Respirator Clearance
    - ☐ If diver will be participating in NOAA diving program, then complete SF 88 and 93 and attach to this exam.
    - ☐ Wrist size measured (Measure in inches with cloth tape over "two knobs" above hand.)
- ☐ **Pesticide Laboratory Employee**
  - ☐ Baseline/Exit Exam **W107053 / W109460**
    - ☐ Blood Lead
    - ☐ Urine Heavy Metals
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Respirator Clearance
  - ☐ Periodic Exam **W109459**
    - ☐ RBC Cholinesterase **W115008**
    - ☐ Respirator Clearance
- ☐ **Remedial Project Officer**
  - ☐ Baseline/Exit Exam **W107046 / W114093**
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Blood Lead
    - ☐ Respirator Clearance
  - ☐ Periodic Exam **W114094**
  - ☐ Blood Lead
    - ☐ Respirator Clearance (if indicated)
- ☐ **NESHAPS/AHERA—Asbestos Enforcement Officer**
  - ☐ Baseline/Exit Exam **W107045 / W109464**
    - ☐ B-Reading and Chest X-Ray
    - ☐ Respirator Clearance
    - ☐ FOH-7 Form
  - ☐ Periodic Exam **W109463**
    - ☐ Chest X-Ray PA View
    - ☐ B Read
    - ☐ FOH-8 Form
    - ☐ Respirator Clearance
- ☐ **U.S.T. Inspector**
  - ☐ Baseline/Exit Exam **W107050 / W114085**
    - ☐ Core Component Only
  - ☐ Periodic Exam
    - ☐ Core Component Only **W114086**
- ☐ **Lab Employee**
  - ☐ Baseline/Exit Exam **W107041 / W109470**
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Blood Lead
    - ☐ Serum PCB
    - ☐ Respirator Clearance (if on emergency team)
    - ☐ Urine Heavy Metal
  - ☐ Periodic Exam **W109469**
    - ☐ Blood Lead
    - ☐ Respirator Clearance (if on emergency team)
- ☐ **Emergency Response and On-Scene Coordinator**
  - ☐ Baseline/Exit Exam **W107044 / W109472**
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Respirator Clearance
    - ☐ Blood Lead
    - ☐ Exercise Stress Test
    - ☐ Immunizations
    - ☐ Write prescription for antibiotic prophylaxis (to be held by SHEMP Manager) (see Work Order)
  - ☐ Periodic Exam **W109471**
    - ☐ Blood Lead
    - ☐ Respirator Clearance
    - ☐ RBC Cholinesterase **W115008**
    - ☐ Exercise Stress Test (at least once every 2 years)
    - ☐ Services to maintain immunization (see Work Order/RMO)
    - ☐ Write prescription for antibiotic prophylaxis (to be held by SHEMP Manager) (see Work Order)
- ☐ **TSCA Enforcement Officer**
  - ☐ Baseline/Exit Exam **W114095 / W114096**
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Blood Lead
    - ☐ Serum PCB
    - ☐ Respirator Clearance
  - ☐ Periodic Exam **W114097**
    - ☐ Core Component Only
- ☐ **Wetlands Employee**
  - ☐ Baseline/Exit Exam **W107050 / W114085**
    - ☐ Lyme Titer, IgG Only
  - ☐ Periodic Exam **W114086**
    - ☐ Core Component Only
- ☐ **NPDES Inspector**
  - ☐ Baseline/Exit Exam **W107050 / W114085**
    - ☐ Core Component Only
  - ☐ Periodic Exam **W114086**
    - ☐ Core Component Only
- ☐ **Clean Air Inspector/Enforcement Officer**
  - ☐ Baseline/Exit Exam **W107051 / W114088**
    - ☐ Blood Lead
  - ☐ Periodic Exam **W114087**
    - ☐ Blood Lead
- ☐ **FIFRA Enforcement Officer**
  - ☐ Baseline/Exit Exam **W114089 / W114091**
    - ☐ RBC and Serum Cholinesterase **W115008**
  - ☐ Periodic Exam **W114092**
    - ☐ RBC Cholinesterase **W115008**
- ☐ **Field Sampling Employee**
  - ☐ Baseline/Exit Exam **W107047 / W109480**
    - ☐ Blood Lead
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Respirator Clearance
  - ☐ Periodic Exam **W109479**
    - ☐ Blood Lead
    - ☐ Respirator Clearance
- ☐ **RCRA Enforcement Officer**
  - ☐ Baseline/Exit Exam **W107052 / W109482**
    - ☐ RBC and Serum Cholinesterase **W115008**
    - ☐ Respirator Clearance (if on emergency response team)
    - ☐ Blood Lead
  - ☐ Periodic Exam **W109481**
    - ☐ RBC Cholinesterase **W115008**
    - ☐ Respirator Clearance (if on emergency response team)
- ☐ **Radiation Employee**
  - ☐ Baseline/Exit Exam **W107050 / W114085**
    - ☐ Respirator Clearance (if on emergency response team or as needed)
  - ☐ Periodic Exam **W114086**
    - ☐ Respirator Clearance (if on emergency response team or as needed)
- ☐ **Animal Handler**
  - ☐ Baseline/Exit Exam **W107050 / W114085**
    - ☐ Follow CDC recommendations for immunization
  - ☐ Periodic Exam **W114086**
    - ☐ Follow CDC recommendations for immunization
- ☐ **Other**
  - ☐ Baseline/Exit Exam **W107050 / W114085**
    - ☐ Core Component Only
  - ☐ Periodic Exam **W114086**
    - ☐ Core Component Only

Client Name: _____ Date: _____

MEDICAL HISTORY (Employee to complete all below)	DIAGNOSTIC AND PHYSICAL FINDINGS (nurse or doctor to complete as indicated)	
VASCULAR Yes No Enlarged superficial veins Hardening of the arteries High blood pressure Stroke Transient Ischemic Attack (TIA) Aneurysms (dilated arteries) Poor circulation to hands and feet White fingers with cold/vibration	**CARDIO/PULMONARY** **(Examining physician to complete)** Normal Abnormal EKG (attach with interpretation) Lungs/chest (includes breast) Heart (thrill, murmur) Vascular **Pulmonary Function Testing:** (attach copy)	**CHEST X-RAY (Nurse to complete)** Last PA chest X-ray: Date_____ Result: Normal Abnormal Comments:_____ _____
RESPIRATORY Yes No Asthma (include exercise induced asthma) Bronchitis Emphysema Acute or chronic lung infections Wind pipe or lung surgery Collapsed lung Scoliosis (curved spine) with breathing limitations History of tuberculosis	% Predicted FVC / % Predicted FEV1 / % Predicted FEV1/FVC / % Predicted FEF 25-75 (in liters) Comments/findings: Circle position during test: Standing Sitting	**(Nurse to complete)** Height_____ Weight_____ Blood pressure_____mm/hg Pulse _____/min Respirations_____/min Temp (if indicated)_____ **IMMUNIZATIONS (with dates)** Tetanus-diphtheria (Td): _____ Influenza: _____ Hepatitis A: _____ Hepatitis B: _____
HEART Yes No Heart pain (angina) Heart rhythm disturbance History of heart attack Organic heart disease (including: prosthetic heart valves, mitral stenosis, heart block, pacemakers, Wolf Parkinson White (WPW) syndrome) Heart surgery Mitral valve prolapse Palpitations (irregular heart beat) Sudden loss of consciousness	**CARDIAC RISK PROFILE (Nurse to complete)** Chol_____ HDL_____ LDL_____ Trig_____ Gluc_____	**CORONARY RISK FACTORS** **(Nurse to complete)** Yes No Blood pressure $\geq$ 145/90 Fasting glucose $\geq$ 120 mg/dl Total cholesterol $\geq$ 200 mg/dl Family history of CVD in members $\leq$ 55 Obesity No regular exercise program Currently smoking or $\geq$ pack/year history
PHYSICAL ACTIVITY OR EXERCISE PROGRAM (Check one) Intensity: Low Moderate High Activity_____ Frequency_____ Days per week_____ Duration _____ Minutes _____	**(Employee to complete)** Have you been hospitalized or had surgery in the past 2 years? Yes No If yes, please describe: _____ _____ **MEDICATIONS**: List all medications (prescription and over-the-counter) you are currently taking: _____	

Client Name: _____ Date: _____

WELLNESS/HEALTH PROFILE

Smoking History

This information is needed since smoking increases your risk for lung cancer and several other types of cancer, chronic bronchitis, emphysema, asbestos-related lung diseases, coronary heart disease, high blood pressure, and stroke.

Please check your smoking status and complete that section:

Never Smoked

Current Smoker

Number of cigarettes per day _____
Number of cigars per day _____
Number of pipe bowls per day _____
Total years you have smoked _____

Former Smoker

Number of cigarettes per day _____
Number of cigars per day _____
Number of pipe bowls per day _____
Total years you smoked _____

Chronic exposure to environmental tobacco smoke

Alcohol/Drug Use

What is your average alcohol consumption in a week?
_____ drinks
(1 drink = 12 oz. beer, 1 glass wine, or 1.5 oz liquor)

How often do you drink alcohol?
Weekdays Weekends Both

Do you use recreational drugs?
Currently Previously Never

ANIMAL HANDLER QUESTIONS

List type of occupational animal exposure:

- ❑ Non-human primates and their tissue/fluid
- ❑ Pregnant mammals (non-rodents)
- ❑ Venomous animals (including snakes)
- ❑ Wild-caught mammals and birds
- ❑ Bats
- ❑ Birds
- ❑ **Standard lab animals (usual EPA exposure = mice, rats, rabbits, dogs, cats, pigs, etc.)**
- ❑ Other species _____

Animal handler medical history concerns:

- ❑ Known allergies or suspected allergies to animals
- ❑ Chronic health problems such as diabetes
- ❑ Serious renal or liver disease
- ❑ Valvular heart disease
- ❑ Immune system deficiencies or other limitations to your ability to fight off disease
- ❑ Current therapy with high dose steroids, radiation therapy or cancer therapies
- ❑ History of problems with your spleen or absence of spleen
- ❑ Pregnant or planning to get pregnant?

Exposure to animals outside the workplace. If yes, please describe:
_____

OBSTETRIC Yes No

Are you currently pregnant?

RESPIRATOR CLEARANCE QUESTIONS

My position does not require the use of a respirator
(if selected, DO NOT complete questions below)
(NO PERIODIC SPIROMETRY IF THIS CHOICE INDICATED, ONLY BASELINE AND EXIT)

My position may require the use of a respirator
(if selected, DO complete questions below)
(PERFORM SPIROMETRY IF THIS CHOICE INDICATED)

What type of respirator do/will you use?
Cartridge Air supply SCBA

How often do you use a respirator?
Daily Weekly Monthly < two times a year

Effort while using respirator?
Light Moderate Heavy

Hazards present during use?
High altitude Temperature extremes Confined spaces

Have you ever had or do you now have any of the following?
Please check all that apply and use the space below to comment on positive responses.

	Yes	No
Persistent cough	❑	❑
Heart trouble	❑	❑
Shortness of breath	❑	❑
History of fainting or seizures	❑	❑
Fear of tight or enclosed spaces	❑	❑
Sensation of smothering	❑	❑
Heat exhaustion or heat stroke	❑	❑
Contact lenses or eyeglasses	❑	❑
Other conditions that might interfere with respirator use or result in limited work activity	❑	❑

Client comments regarding positive responses to respirator clearance questions:
_____

ANIMAL HANDLER OCCUPATIONAL CONCERNS:

- ❑ Is animal husbandry an essential part of your duties (i.e. provide food/water, clean cages, groom animals, etc.)
- ❑ What % of your day are you in direct contact with animals or their blood, tissues, fluids? ____
- ❑ Does your work require you to use infectious agents in animals? ____
- ❑ Since your last exam have you experienced any of the following in relation to your animal exposure duties:
  - ○ Sneezing and runny nose
  - ○ Skin eruptions including hives
  - ○ Cough
  - ○ Chest tightness
  - ○ Wheezing
  - ○ Shortness of breath

DERMATOLOGY Yes No

Sun sensitivity
Allergic dermatitis to rubber
History of chronic dermatitis
Active skin disease
Moles that change in size or color

IMMUNOLOGY/ALLERGY Yes No

Allergies
Which one(s) (including antibiotics)? _____

U.S. EPA DIVER QUESTIONS

List type or types of breathing apparatus/regulators used while diving:_____
_____

Level of work effort (circle one):
Light Moderate Heavy Strenuous

Extent of usage:
On a daily basis
Occasionally - but more than once a week
Rarely - or for emergency situations only

Length of time of anticipated effort in hours:_____

Special work considerations (i.e., extra cold water, polluted water, deep diving, etc.):
_____

DIVING HISTORY

How many dives (wet) do you perform per year (on average)? _____

How many chamber dives per year? _____

How deep do you dive, on average?_____

Do you perform moderate or heavy physical labor at depth?
Never Rarely Sometimes Usually Always

History of:
Decompression sickness_____
Arterial gas embolism_____
Ear barotrauma_____
Pulmonary barotrauma_____
Marine envenomation_____
Disease from exposure to cold, heat_____

Have you ever been restricted in your diving duties due to a medical condition?
Yes No If yes, explain:
_____

Have you ever required hyperbaric oxygen therapy?
Yes No If yes, explain:
_____

MENTAL HEALTH Yes No

Current psychological/psychiatric condition
Depression
History of psychosis
Poor adaptation to stress
Anxiety or phobia disorder
Panic attacks, hyperventilation
Uncontrollable rage
Claustrophobia
Diagnosed personality disorder or neuroses

ENDOCRINE Yes No

Diabetes (requiring insulin)
Diabetes (not requiring insulin)
Childhood onset diabetes
Thyroid disease
Obesity
Unexplained weight loss or gain

Client Name: _____ Date: _____

MEDICAL HISTORY (Employee to complete all below)			DIAGNOSTIC AND PHYSICAL FINDINGS (Examining physician to complete)		
MUSCULOSKELETAL	Yes	No	Normal	Abnormal	Comments/findings:
Moderate to severe arthritis, tendonitis				Upper extremities (strength)	
Amputations				Upper extremities (range of motion)	
Loss of use of arm or leg				Lower extremities (strength)	
Aseptic bone necrosis				Lower extremities (range of motion)	
Chronic back pain					
(back pain associated with neurological deficit)					
NEUROLOGICAL	Yes	No	Normal	Abnormal	Comments/findings:
Any neurological disease				Cranial nerves	
Seizures				Cerebellum	
Spinal cord injury				Motor/sensory	
Numbness or tingling				Deep tendon reflexes	
Head/spine surgery				Mental status exam	
History of head trauma with persistent deficits					
Chronic recurring headaches (migraine)					
Brain tumor					
Loss of memory					
Insomnia (difficulty sleeping)					
GASTROINTESTINAL	Yes	No	Normal	Abnormal	Comments/findings:
Esophageal diverticula				Auscultation	
Severe reflux				Palpation	
Hiatal hernia				Organo-megaly	
Gas bloat syndrome				Tenderness	
Gastric outlet obstruction				Inguinal hernia	
Ileostomy obstruction					
Diverticulitis					
Hernias					
Fistulae					
Colostomy					
Hepatitis					
Active ulcer disease					
Irritable bowel syndrome					
Rectal bleeding					
Vomiting blood					
GENITOURINARY	Yes	No	Normal	Abnormal	Comments/findings:
Blood in urine				Urogenital exam	
Difficult or painful urination					
Infertility (difficulty having children)					

Client Name: _____ Date: _____

MEDICAL HISTORY (Employee to complete)

VISION

Yes No

Frequent headaches?
Blurred vision?
Difficulty reading?
Eye disease?
Eyeglasses?
Contact lenses?
Radial keratotomy?
Cataracts?
Color blindness?

HEARING

Yes No

Loud, constant noise or music in the past 14 hours?
Loud, impact noise in the past 14 hours?
Ringing in the ears?
Difficulty hearing?
Ear infections or cold in the past 2 weeks?
Dizziness or balance problems?
Are you in a Hearing Conservation Program?
Do you use protective hearing equipment?

If yes, type: foam pre-mold/plugs ear muffs

Yes No

Have you had prior military service?
Have you had prior ear surgery?
Have you had an eardrum rupture?
Have you had recurrent ear infections?
Do you wear a hearing aid?

CANCER

Yes No

Comments: _____

_____

DIAGNOSTIC AND PHYSICAL FINDINGS (Nurse or physician to complete as indicated)

HEAD AND NECK (Examining physician to complete)

Normal Abnormal

Head, face, neck (thyroid), scalp
Nose/sinuses
Mouth/throat
Pupils equal/reactive
Ocular motility
Ophthalmoscopic findings

Comments/findings:

_____

_____

VISION (Nurse to complete)

Normal Abnormal

Color vision

Type of test
Ishihara plate
Function test *(Yarn, colors in room)*
Other (specify:_____)

Best corrected or native vision (Snellen Units)

Both Fr 20/_____ Right Fr 20/_____ Left Fr 20/_____
Both Nr 20/_____ Right Nr 20/_____ Left Nr 20/_____

EARS (Examining physician to complete)

Left
Normal Abnormal
Canal/external ear
Tympanic membrane

Right
Normal Abnormal
Canal/external ear
Tympanic membrane

Comments/findings:

_____

_____

_____

HEARING (Nurse to complete)

Audiogram: Baseline Annual Termination (Attach current and baseline audiogram)

Calibration Method: Oscar Biological Date_____

Frequency	500Hz	1000Hz	2000Hz	3000Hz	4000Hz	6000Hz	8000Hz
Left ear							
Right ear							

Review/compare with baseline: Change No change

Normal Abnormal Explain:

_____

_____

Client Name: _____ Date: _____

Occupational History (Employee to complete entire page, please indicate N/A where applicable)

Div./Br./Sec. _____ **Duration of employment with U.S. EPA:** _____

Description of duties: _____

Exposures (dusts, fumes, vapors, gases, chemicals, radiation, noise, vibration, repetitive movements, temp. extremes): _____

Adverse health effects possibly related to job: _____

Other work performed (moonlighting, hobbies, other positions): _____

Any other exposures to hazardous material? Yes No If yes, explain: _____

How long have you been doing this type of work?____ years

Have you ever been off work more than a day because of work-related illness or injury? Yes No

If yes, please specify: _____

Have you ever changed jobs or duties due to health problems? Yes No

If yes, please specify: _____

If this is your first EPA medical surveillance exam, list any previous jobs with associated hazards, starting with the one before your current position:

Agency/Company	Dates of Employment	Job Duties	Specific Hazards

Functional Activities (current position): Heavy lifting/carrying (40 lbs or more) Walking ____hrs/day Standing _____hrs/day Climbing Operation of a motor vehicle

PLEASE INDICATE BELOW USE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL A - SCBA, FULLY ENCAPSULATED SUIT, CHEMICAL RESISTANT GLOVES AND BOOTS

LEVEL B - SCBA, CHEMICAL RESISTANT CLOTHING, CHEMICAL RESISTANT GLOVES AND BOOTS

LEVEL C - AIR PURIFYING RESPIRATOR, CHEMICAL RESISTANT CLOTHING

LEVEL D - COVERALLS, SAFETY BOOTS, GOGGLES

☐ **Level A** PPE
Extent of usage: ☐ Daily ☐ Weekly ☐ Monthly ☐ Rarely

☐ **Level B** PPE
Extent of usage: ☐ Daily ☐ Weekly ☐ Monthly ☐ Rarely

☐ **Level C** PPE
Extent of usage: ☐ Daily ☐ Weekly ☐ Monthly ☐ Rarely

☐ **Level D** PPE
Extent of usage: ☐ Daily ☐ Weekly ☐ Monthly ☐ Rarely

Additional activities/comments: _____

PLEASE INDICATE LAB AND FIELDWORK (If 0 days, use N/A)

% of time in field/lab: _____ **Fieldwork, approximate number of days per year:** _____ **Lab work, approximate number of days per year:** _____

Environmental factors (past 2 years):

Biological agents Solvents Hot temperatures Heavy metals Asbestos Dust Pesticides

Fumes, smoke, gases Radiation Excessive noise Confined space entry Sewage Cold temperatures

Additional factors/comments: _____

Client Name: _____ Date: _____

Exposure History (current position) (Employee to complete this page if applicable)

Describe your work experience at major EPA work sites (up to six) during the past year.

SITE	DATE	SPECIFIC CHEMICAL AND PHYSICAL FACTORS	*EXPOSURE LEVEL	LEVEL OF PPE	SYMPTOMS FROM EXPOSURE	JOB DUTIES
1.						
2.						
3.						
4.						
5.						
6.						

***Exposure Levels: Include both frequency of exposure (number of days) and duration of exposure (hours per day)**

Client Name: _____ Date: _____

Examining physician, please check all the topics you discussed during the diagnostic work-up/physical examination

- ☐ Diet
  - ☐ Low-calorie
  - ☐ Low-fat
  - ☐ Low-salt
- ☐ Cholesterol
- ☐ Hypertension
- ☐ Exercise
- ☐ Obesity
- ☐ Smoking cessation
- ☐ Respirator use
- ☐ Avoid sun exposure/sun screen
- ☐ Alcohol use
- ☐ Cancer screening
- ☐ Immunizations
- ☐ Hearing protection
- ☐ Vision referral
- ☐ Other personal protective equipment
- ☐ Job stressors
- ☐ Referral(s)

Others:_____

_____

WORKPLACE EXPOSURE MONITORING
(Examining physician to complete)

Is workplace monitoring data or other exposure data for this employee or this position available for review?
☐ Yes ☐ No

If yes, what type of data are available? _____

Acute exposure data
- ☐ Workplace monitoring data
- ☐ Individual dosimetry data
- ☐ MSDS

Periodic exposure data
- ☐ Workplace monitoring data
- ☐ Individual dosimetry data
- ☐ MSDS

How were data made available?
- ☐ Electronic database
- ☐ Hard copy report
- ☐ Employee self-report

Please explain what changes, if any, were made in the examination due to review of these data:

_____

Based on your knowledge of the physical demands of the position and/or the potential exposure to occupational hazards, please answer the following: Does the Employee need to continue in a medical surveillance program?

- ☐ Yes
- ☐ No
- ☐ Cannot determine based on information available
- ☐ Other

SUMMARY OR ABNORMAL FINDINGS SUMMARY WITH PLAN OF ACTION
(Examining physician to complete)

_____

_____

_____

_____

_____

_____

_____

_____

The employee has been medically examined by me under the provisions of the EPA National Occupational Medical Surveillance Program and has been advised of the examination findings.

The employee is:

☐ fully capable of participating in all job functions.

☐ medically cleared for unrestricted respirator use.

☐ medically cleared for use of all other suitable protective equipment (chemically resistant clothing, face shield, glasses, gloves, earmuffs/plugs).

If any of the above have not been selected, please explain why in detail below:

_____

_____

_____

Note: Please do not provide any official statement (oral or written) concerning the examinee's fitness or capability to perform the duties of any occupation. The Medical Review Officer will provide written opinions to the agency.

SIGNATURES **DATE PHYSICAL COMPLETED**

I have had the examination findings explained to me and received a copy of the examination if requested. I understand the medical recommendations.

Client_____ _____

Nurse_____ _____

Examining Physician_____ _____

Client Name: _____ Date: _____

U.S. ENVIRONMENTAL PROTECTION AGENCY
MEDICAL CLEARANCE STATEMENT
NATIONAL OCCUPATIONAL MEDICAL SURVEILLANCE PROGRAM

TYPE OF EXAM:
(Nurse to complete)
[ ] BASELINE
[ ] PERIODIC
[ ] EXIT [ ] DIVER (160)

(Nurse to complete)

Name of Client: _____

SSN (last four digits only): _____

Organization/Facility Designator: _____

Supervisor Name: _____

Supervisor Phone: _____

(Nurse to complete)

Health Center Site Code: _____
Complete Mailing Address:
_____
_____
_____

Health Center Phone and Fax: _____

SHEMP Manager Name: _____
Complete Mailing Address: _____
_____
_____

Lab Employee (060)
Clean Air Inspector / Enforcement Officer (040)
FIFRA Enforcement Officer (050)
Pesticide Lab Employee (010)
Emergency Response & On-Scene Coordinator (020)
Field Sampling Employee (030)

Remedial Project Officer (100)

TSCA Enforcement Officer (110)
RCRA Enforcement Officer (110)
NESHAPS / AHERA (Asbestos Enforcement Officer) (070)
Wetlands Employee (130)
Radiation Employee (090)
U.S.T. Inspector (120)
NPDES Inspector (080)
Animal Handler
Other (150)

Medical Clearance Statement **[To be completed by Medical Review Officer only]**

The above-named EPA employee has been medically examined under the provisions of the EPA National Occupational Medical Surveillance Program and has been advised of the examination findings.

I have reviewed the Employee medical history, physical examination findings, and diagnostic tests.

In my opinion, this employee:

- ☐ Is medically qualified to participate in the essential functions of this position and wear all suitable respiratory protective equipment (levels A, B, C, and D).
- ☐ Is medically qualified to wear only the indicated respiratory equipment:
  Negative pressure respirator PAPR respirator SCBA-type respirator Air-line respirator The employee should not wear a respirator when experiencing reactive airways disease
- ☐ Is medically qualified to participate in the essential functions of this position, but is not medically qualified to wear respiratory protective equipment (level D only).
- ☐ Is medically qualified to participate in EPA office and/or laboratory activities, but not field activities.
- ☐ Reported no need to use respiratory protective equipment for this position.
- ☐ Is qualified to participate in EPA field and laboratory activities with the following restrictions:
  - ☐ The employee demonstrated hearing loss. Supervisors should be aware of this impairment. The employee should avoid, whenever feasible, all hazardous noise exposures. When avoidance is not feasible he/she should wear appropriate hearing protective equipment.
  - ☐ The employee's near and/or far vision was deficient. The employee is advised to review this with his/her regular eye doctor.
  - ☐ The employee's lab results were significantly abnormal. The employee is advised to review these abnormalities with his/her regular physician.
  - ☐ The employee's RBC cholinesterase and/or serum cholinesterase was reported as abnormal but is not clinically significant and requires no further action.
  - ☐ The employee's blood pressure was significantly elevated. The employee is restricted to work activities requiring only mild or moderate exertion. This restriction can be removed by the FOH Health Center when the employee has documented three serial blood pressure readings <160/95.
- ☐ A medical recommendation cannot be made at this time. Further medical evaluation, as described below, is needed:
- ☐ Is not medically qualified at this time for this position.
- ☐ Is medically qualified for all EPA diving-related duties and use of breathing apparatuses.
- ☐ A prescription for antibiotics was signed by the examining physician and sent to the employee's SHEMP Manager.

The following occupationally-related medical findings were noted during this evaluation: _____

My recommendations, if any, include: _____

Schedule next exam in: One Year Two Years Exit exam (no further exams will be scheduled)

Reviewing Physician's Signature: _____ Date Medical Review Completed: _____

Reviewing Physician's Printed Name: _____

ATTACHMENT 7
EP-C-11-052
HISTORICAL OCCUPATIONAL TITLES AND DESCRIPTIONS

The following labor classifications have been used under incumbent contracts and are being provided for informational purposes only.

Project Manager

Five or more years of experience with managing 8 or more skilled workers. Skills include managing a facility of similar size and complexity of the EPA, National Vehicle and Fuel Emissions Laboratory. Skills also include creating, implementing, and maintaining a Quality Control program, with a proven success record for proactive approach and continuous improvement.

On-site Manager/Engineer

At least 5 years of experience as a stationary/on-site engineer, or equivalent with supervisory experience of 8 or more skilled workers. Operates and maintains HVAC, electrical, mechanical, refrigeration, fire protection, toxic gas detection systems, combustible gas detection systems, and pnuematic control systems in a facility of appropriate size and complexity of the EPA, National Vehicle and Fuel Emissions Laboratory. Skills also include implementing, and maintaining a Quality Control program, with a proven success record for proactive approach and continuous improvement. A CFC Certificate, and Refrigeration Operators License is required.

HVAC Mechanic

Five of more years of experience as a heating, ventilating, and air conditioning mechanic at the journeyman level. Skills include installing, troubleshooting, and repairing large and small systems that provide a variety of functions, including air conditioning, heating, cooling, humidifying, dehumidifying, cleaning, and filtering. System experience shall include extensive familiarity with pneumatic controls, domestic and industrial refrigeration systems, laboratory fume hoods, and other specialized exhaust and air scrubber systems. Fire protection systems experience is required, including FM-200, aqueous film forming foam (AFFF) and water sprinklers. A CFC Certificate, and Refrigeration Operators License is required.

Maintenance Electrician

Qualified electrician at the Journeyman level in the State of Michigan, or equivalent from another State, with comparable licensing requirements with 5 years or more years of experience as a facility operation and maintenance electrician at the Journeyman level. Works with voltages up to 13.2kv, transformers, signal wiring, alarm systems, coaxial and direct current wiring, and specialized wiring for equipment to measure temperatures, pressures, air velocities, and speeds.

Trade Helper

Two or more years experience in maintenance related work, with support skills in a variety of trades, including basic electrical, plumbing, sheet metal, carpentry, welding, masonry, pipefitting, and heating and cooling.

Laborer

Assists all other skilled trades' personnel as required. Provides snow removal, parking lot maintenance, and grounds maintenance as required in the Performance Work Statement.

Clerical

Provides customer service skills and related telephone skills necessary to address building occupant requests and complaints. Performs data processing skills sufficient to support all service request logging, work order processing, and preparation of procurement actions. Manages personal property, and other contractor activities as required.

ATTACHMENT 8
EP-C-11-052
APPLICABLE CLAUSES

The following clauses are applicable ONLY to Contract Line Item (CLIN) 2, 3, and 4 which are cost reimbursable line items. These clauses are not applicable to CLIN 1 which is a firm fixed price line item.

Section E:

FAR 52.246-3 – Inspection of Supplies – Cost Reimbursement
FAR 52.246-5 – Inspection of Services – Cost Reimbursement

Section F:

FAR 52.242-15 Alt 1 – Stop Work Order

Section I:

FAR 52.216-7 – Allowable Cost and Payment
FAR 52.222-2 – Payment for Overtime Premiums
FAR 52.232-20 – Limitation of Cost
FAR 52.232-22 – Limitation of Funds
FAR 52.233-3 Alt 1 – Protest after Award
FAR 52.242-3 – Penalties for Unallowable Costs
FAR 52.243-2 Alt 2 – Changes (Cost Reimbursement)
FAR 52.244-2 – Subcontracts
FAR 52.244-2 Alt 1 - Subcontracts
FAR 52.244-5 – Competition in Subcontracting
FAR 52.249-6 – Termination (Cost Reimbursement)
FAR 52.249-6 Alt 4 – Termination (Cost Reimbursement)
FAR 52.249-14 – Excusable Delays

The following clauses are applicable ONLY to Contract Line Item (CLIN) 4, Alterations, Modifications, and Construction.

Section I:

FAR 52.222-6 – Davis Bacon Act
FAR 52.222-7 – Withholding of Funds
FAR 52.222-8 – Payrolls and Basic Records
FAR 52.222-9 – Apprentices and Trainees
FAR 52.222-10 – Compliance with Copeland Act Requirements
FAR 52.222-11 – Subcontracts (Labor Standards)
FAR 52.222-12 – Contract Termination - Debarment
FAR 52.222-13 – Compliance with Davis-Bacon and Related Act Regulations
FAR 52.222-14 – Disputes concerning Labor Standards
FAR 52.222-15 – Certification of Eligibility
FAR 52.222-31 – Davis-Bacon Act – Price Adjustment (Percentage Method)
FAR 52.225-9 – Buy American Act – Construction Materials

FAR 52.227-4 – Patent Indemnity – Construction Contracts
FAR 52.232-25 – Prompt Payment Alternate I
FAR 52.245-2 – Government Property (Fixed-Price Contracts)

ATTACHMENT 9
EP-C-11-052
SECTION H CLAUSE, H-15
I.D. PASSES AND PARKING PERMITS

a. The contractor shall arrange with the Project Officer for the issuance, by the Government, of a photo identification badge and parking permit to all consultants, prime contractor and any tier subcontractor personnel working at EPA facilities under the terms and condition of this contract. This photo identification badge and parking permit will be issued PRIOR TO THE CONTRACTOR employee ENTERING ON DUTY AT AN EPA facility. If an employee site clearance report is required elsewhere in this contract, the photo identification badge will be issued only upon the Project officer's approval of a favorable site clearance report.

b. The contractor shall instruct all personnel issued photo identification badges to display their badges at all items while the employee is at an EPA facility.

c. The contractor shall return all photo identification badges and parking permits to the Project Officer upon the dismissal or termination of an employee or when the contract expires, whichever event occurs first.

d. The contractor shall immediately notify the Project Officer, in writing, when an employee has lost or is unable to locate his or her photo identification badge and/or parking permit.

e. The contractor shall inform all new consultants, prime contractor and any tier subcontractor personnel requiring access to an EPA facility to display personal identification, such as a driver's license; social security card; passport; etc. to the Project Officer, prior to entering the PEA facility for the first time to have the photo identification badge made. The contractor employee will be instructed by the contractor to continue to display such personal identification to the Project Officer until such time a photo identification badge is provided.

ATTACHMENT 10
EP-C-11-052
SECTION H CLAUSE, H-16

GOVERNMENT HOLIDAYS

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day