

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-4035-7335		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-Q-0023		6. SOLICITATION ISSUE DATE 08-Mar-2004
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 19 Mar 2004	
9. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-C RM 757 KANSAS CITY MO 64106-2896  TEL: 816-983-3836 FAX: 816-426-5777		CODE W912DQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY  CODE				
17a. CONTRACTOR/ OFFEROR  TEL.		CODE	18a. PAYMENT WILL BE MADE BY  CODE				
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
			TEL:		EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS			

## Section SF 1449 - CONTINUATION SHEET

NOTICE TO VENDORSLAWN CARE  
SMITHVILLE LAKENOTICE TO VENDORS

NOTE: Offeror MUST be registered in CCR before contract award, during performance, and through final payment. For registration information call 1-888-227-2423.

- A. Vendors must quote on all items and entire quantities contained in the basic contract period and all corresponding option years to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.
- B. A purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this RFQ will be evaluated using the factors listed below.

- 1. Evaluation Factors

**Factor 1** – Past Performance – will be evaluated for the quality of services, timeliness of performance, and customer satisfaction on other contracts performed.

**Factor 2** – Experience – Past experience with the Corps of Engineers and in areas related to the work required in this solicitation.

**Factor 3** – Price

- C. PROPOSAL SUMITTAL REQUIREMENTS: Documentation must be submitted as part of your offer to evaluate the factors used to determine best value.

- 1. PAST PERFORMANCE:

- a. You are to send the enclosed Cover Letter and Past Performance Questionnaire to three references, which can verify your performance on work similar in nature and complexity of this requirement. Additional information related to Past Performance may be obtained from sources other than the Questionnaire. References should return the forms directly to the Government Point of Contact Indicated on the Cover Letter within three days of receipt. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or other parties.
- b. You are to submit the names, addresses and telephone numbers of your three references in a cover letter with your offer

- 2. EXPERIENCE: An attached form. STATEMENT OF EXPERIENCE, is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary. Only experience that directly pertains to the type of work set forth in this solicitation should be described.

- 3. PRICE/COST: Complete the pricing schedule on pages 2 of 2 of this RFQ.

- D. Vendors attention is directed to E-Far 52.000.4013 wherein are procedures for correction of arithmetic discrepancies.
- E. VISA IMPAC cards can be used to pay individual invoices (up to \$25K). Do you accept the government (IMPAC) credit card for payment? \_\_\_\_\_ Yes \_\_\_\_\_ No.
- F. Bidders/Quoters should be aware that first mowing services or after rain periods may require more time and effort than services performed at other times.
- G. Existing Wage Rates are attached.
- H. SITE VISIT: Quoters are urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Longview Project Office, U.S. Army Corps of Engineers, is located approximately one mile South of I-470 at 10698 E. 109<sup>th</sup> Street , Kansas City, Missouri. Telephone number (816)761-6194.
- I. Successful quoter must be registered with Central Contactor Registration before contract award, during performance and through final payment. For registration information call 1-888-227-4243.
- J. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the post-award conference, or prior to starting work on the first day of the service period.
- K. Offeror is responsible for a thorough review of the solicitation and completion of all applicable fill-ins and submissions with quote.
- L. Quoters must furnish a permanent mailing address at which they can be reached. If payment address is different, submit this address also with bid.
- M. For the purpose of pre-award evaluation, persons submitting bids/quotes must provide a telephone number at which they be contacted for a period of not less than one (1) week following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the person designated on page A-1. Block 5B of any changes. Bids/quote for persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following bid/quote closing will be considered nonresponsive and removed from further consideration, and the net bid/quote will be considered. BIDDER/QUOTER MY BE CONTACTED AT ( ) \_\_\_\_\_ - \_\_\_\_\_.
- N. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract. In the event that inundation materially affects the scope of work, the Contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.

SCOPE OF WORK

**KANSAS CITY DISTRICT**

***PERFORMANCE WORK STATEMENT***

**LAWN CARE  
SMITHVILLE LAKE**

**C.1 GENERAL INFORMATION**

**C.1.1 Background:** Smithville Reservoir is a large flood control reservoir in Missouri, operated as a multipurpose project for flood control, recreation, fish and wildlife. Recreational usage is extensive, with Smithville Reservoir offering a wide variety of recreation facilities including boat launching ramps, campgrounds, full service marinas, picnic areas, swimming beaches, and a visitor center. Many routine maintenance items are contracted to the private sector. Mowing and refuse collection are some of the activities that are performed by private contractors for the Corps.

**C.1.2 Scope of Work:** The Contractor shall provide all manpower, equipment, fuel, tools, supervision and other items and services necessary to provide mowing, trimming, edging, and pruning of the Smithville Visitor Center near Smithville, Missouri as described in the attached performance work statement (PWS) and elsewhere in the contract. The Contractor shall monitor performance and ensure compliance in accordance with the terms and conditions. Commercial practices shall be used in accordance with the attached requirements.

**C.1.3 Post-Award Conference:**

After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative, to arrange a mutually agreeable time to meet at the Smithville Project Office to review the requirements and details of the work.

**C.1.4 Required Insurance:** The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the below. Before commencing work under this contract, the Contractor shall present to the Contracting Officer proof of the required insurance.

**REQUIRED INSURANCE SCHEDULE**

<b>TYPE</b>	<b>AMOUNT</b>
Worker's Compensation	Coverage complying with applicable State Statute
Employer's Liability	Minimum amount of \$100,000.00

General Liability on Comprehensive form of policy which includes, but is not limited to, insurance for all work required herein.

Minimum limits of \$500,000.00 per occurrence of bodily injury

Comprehensive Automobile Liability occurrence for bodily injury, and property damage.

Minimum limits for \$200,000.00 per Person and \$500,000.00 per \$20,000.00 per occurrence for

3. NOTE: Coverage required above are minimums. If higher limits of coverage are required by State Statute, the Contractor shall be responsible for obtaining such additional coverage. Information regarding State requirements may be obtained by contacting:

IOWA: Iowa Insurance Division, 515-281-3089  
 KANSAS: Insurance Commissioner, Toll Free, 1-800-432-2484  
 Division of Workers Compensation, 913-296-3071  
 MISSOURI: Division of Insurance, 314-751-3365  
 NEBRASKA: State Insurance Department, 402-471-2201

### **C.1.5 Quality Control**

**C.1.5.1** The Contractor will develop a Quality Control Plan(QCP) designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan shall contain a list of equipment and supplies to be used in performing the contract duties. The plan shall identify the contractor-furnished equipment and state how the work will be accomplished. The schedule shall be submitted in writing to the contracting Officer or his authorized representative for approval prior to work on this contract. Changes in the approved plan shall be submitted for approval prior to implementing the change. The Plan shall document how the contractor will identify and correct performance shortfalls.

**C.1.5.2** The contractor must provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

**C.1.5.3** The Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The representative shall be qualified and fully competent and shall insure that the work described herein is performed in accordance with these specifications. The Contractor shall furnish the above written designation to the COR at the project no later than the first day of work. The designation shall include the name(s), address(es), and telephone numbers of the responsible individual(s). The CO/COR reserves the right to disapprove

of any individual. The contractor will be provided a written notice of any disapproval, and the CO/COR's decision shall be final.

**C.1.5.4** The Contractor shall furnish to the CO/COR, a telephone number attended during normal business hours (8:00a.m. – 4:30 p.m., CST) to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.

**C.1.5.5** The Contractor's representative at the job site shall complete the Contractor's Worksheet. Completed and signed worksheets shall be delivered upon completion of each mowing and trimming order, as directed by the Contracting Officer's Representative. Contractor Worksheet forms (See Section C.6) shall be furnished by the Government.

## **C.1.6 Quality Assurance**

### **C.1.6.1 Quality Assurance Surveillance Plan:**

A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s. . Lawn care services are directly related to public perception of the government. Therefore, it is essential that all lawn care be serviced as specified

**C.1.6.2** The government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government shall perform inspections and tests in a manner that shall not unduly delay the work.

**C.1.6.3** In the event that an area is missed, or is not mowed, trimmed, or has not had grass or debris removed as specified, the Contractor agrees to return and re-perform the unsatisfactory or missed services immediately upon receipt of notice from the Contracting Officer or his Authorized Representative.

**C.1.6.4** If any of the services do not conform to contract requirements, the government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. Failure of the Contractor to perform the work as specified, or to re-perform work as directed, will result in withholding of payment for the portion(s) of the work not accomplished. Amounts to be withheld will be determined by prorating the amount of services satisfactorily performed against the amount of services required. When the defects in services cannot be corrected by re-performance, the government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. Payment will not be made for work not performed or not performed to standard or not performed as a

result of wet or dry weather conditions unless an alternate date for services can be arranged, and services performed.

**C.1.6.5** The Government reserves the right to cause the specified work to be performed by a third party or Government personnel and the cost incurred thereby will be levied against the Contractor. Any time Government personnel are used because of Contractor's nonperformance, the cost levied against the Contractor will include all direct costs associated with the performance of the specified work, the direct cost to the Government for substitution of the Government personnel removed from their normal duties is computed on an hourly basis at the applicable wage rate. Government personnel will be used only when time is of the essence and the interests of the Government would not be served by securing a third party to perform the specified work.

**C.1.6.6** If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the government may (1) by contract, or otherwise, perform the services and charge to the contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

### **C.1.7 Ordering of Services**

**C.1.7.1** Individual orders for required services will be issued by telephone to the Contractor or his responsible individual, and followed by confirmation in writing from the Contracting Officer or the Contracting Officer's Representative. Telephone orders will be considered issued at such time as it is delivered to the telephone number provided by the Contractor. The Contractor shall commence the ordered service(s) within 24 consecutive hours after receipt of verbal telephone order or date specified in the order (whichever is later), and complete the work in the time specified. The time allowed to complete the required services shall begin either as soon as the Contractor begins the mowing and trimming services, or at the end of the 24 consecutive hours after receipt of the order, whichever occurs first. Once begun, work shall be accomplished in a continuous operation (day-to-day, except weekends and holidays) weather permitting.

**C.1.7.2** In the event adverse weather or ground conditions occur after placement of an order for services that would create unsafe working conditions or result in damage to vegetation or turf, the Contractor shall cease operations and contact project personnel. Work affected by adverse conditions shall be stopped, restarted, or rescheduled at a mutually agreed upon time, to the extent possible. Payment will not be made for work not performed as a result of wet weather conditions unless an alternate date for services can be arranged, and services are performed.

**C.1.7.3** The Government reserves the right to order any single item/sub-item individually, or any combination of items/sub-items per order, up to and including all items.

**AREAS TO BE SERVICED, ESTIMATED ACREAGE, MAXIMUM NUMBER OF MOWINGS  
AND PERIOD OF TIME ALLOWED FOR COMPLETION OF INDIVIDUAL SERVICES:**

**FY-2004 through FY-2008**

AREA	ESTIMATED ACREAGE	ESTIMATED NO. OF SERVICES	MAXIMUM NO. OF SERVICES	TIME TO COMPLETE REQUIRED SERVICES
Mowing, Trimming And Edging	4	18-20	26	5 hours
Pruning	0.2	3	5	1 hour

The term "required services," as applied to time allowed, shall be deemed to include all required trimming.

Acreage shown above is estimated. The Contractor shall be responsible for determining all acreage and conditions affecting the performance of the work. The Contractor shall satisfy himself/herself that government estimated acreages are acceptable.

**C.1.8 Period of Performance**

**C.1.8.1.** This Contract shall be effective on 1 April (or date of award, if later) and shall remain in full force and effect through 30 September. Effective dates of full-year renewal options (if exercised) shall be from 1 October through 30 September of the following year.

**C.1.8.2** Mowing and trimming services shall be as-ordered for the service period 1 April through 30 September (and 1 April through 30 September if renewal option is exercised), Monday through Friday, between the hours of 8:00 a.m. and 4 p.m. Work will not be permitted on Saturdays, Sundays, and holiday unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

**C.1.8.3** All work shall be accomplished within the time frames specified above. Services rendered outside the time frames specified will not be compensated, unless this restriction is specifically waived in writing by the Contracting Officer or his authorized representative.

**C.1.8.4** Time allowed to Complete Required Services, as specified in this performance work statement applies to the ordering of individual items. Vegetative growth rate under favorable climatic conditions at the Smithville Lake Project is such that mowing and trimming shall be completed concurrently. THE CONTRACTOR SHALL BE REQUIRED (EQUIPMENT AND MANPOWER) TO ACCOMPLISH ALL MOWING AND TRIMMING

WITHIN THREE DAYS. If the Contractor chooses to mow on a rainy day, the day will be counted against the three day period allowed by this PWS.

#### **C.1.9 Contractor Personnel**

**C.1.9.1** The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the contracting officer as a potential threat to the health, safety, security, general well being, or operation mission of the installation and its population.

**C.1.9.2** All Contractor personnel shall be fully clothed, at all times, while performing these services. Clothing shall be clean and neat in appearance.

**C.1.9.3** Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

**C.1.9.4** The contractor shall make sure that employees have valid license(s) before starting work under this contract and throughout the term of the contract.

#### **C.1.10 Safety Requirements**

**C.1.10.1** Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan. This plan shall be in accordance with the most recent EM 385-1-1. The plan is intended to be a viable document and enhance the safety of Project staff and visitors. The Contractor will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage.

**C.1.10.2** In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

**C.1.10.3** Contractor vehicles shall be equipped with 4-way flashers and turn signals in operating condition. Flashers shall be activated when vehicles are parked on, or traveling slowly along roadways.

**C.1.10.4** Any injury, property damage, equipment malfunction or safety hazard observed by the Contractor shall be immediately reported to the Project personnel.

**C.1.10.5** The Contractor shall take such measures to protect the public and property from foreign materials thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.

**C.1.10.6** The Contractor shall take such measures to protect the public and property from foreign materials thrown from rotary mowers and other rotating equipment. All mowers and trimming equipment shall be equipped and maintained with safety chains, discharge-deflection devices, safety guards, shields, and/or other approved safety devices in accordance with EM 385-1-1 to prevent accidental damage or injury from objects thrown by mowers.

**C.1.10.7** Refueling Equipment: Fueling of mowing equipment shall be accomplished only on the gravel area to avoid damage to the grass and asphalt surfaces.

**C.1.10.8** Fire Extinguisher: The Contractor shall provide a fire extinguisher of no less than 5 pounds, approved minimum U.L. Rating I0 B:C to be available near the refueling area.

### **C.1.11 Other Contractors**

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work must be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

### **C.1.12 Coordination with the Project Office**

During mowing periods, the Government reserves the right to schedule meetings with the Contractor. The meetings shall be scheduled at the Project Office, as necessary, to ensure strict compliance with the terms of the contract, to coordinate work schedules in compliance with the PWS, and to arrange a satisfactory operating agreement.

**C.1.12.1** Lost articles, vandalism, facilities malfunction: To assist the visiting public in reclaiming lost articles, all property left by visitors and found during contract operations shall be turned in to the Project Office. Any evidence of vandalism, instances of facilities not operating properly, or facilities in need of repair shall be reported immediately to Project personnel.

### **C.1.13 Security**

**C.1.13.1** The Contractor shall safeguard keys issued to them to perform the services required by this contract. All keys shall be returned to the government upon request and/or completion of the contract. Failure to return keys can result in withholding of payment.

**C.1.13.2** The Contractor shall be responsible for opening and closing gates within the contract boundary areas. The Contractor shall securely lock any gate that is opened by him/her, upon completion of the required work, or upon completion of the workday.

**C.1.13.3** The road across the dam may be closed from time to time during the life of this contract. The closure of the dam may continue for several months under certain security, construction and/or maintenance circumstances. The Contractor shall be prepared to take an

alternate route during these times, at no additional cost to the government.

**C.1.14 Weather Conditions:** In the event weather conditions interrupt performance of services as specified, services shall be resumed as soon as conditions permit, and work completed within the allotted timeframe(s) (as adjusted for weather delay).

**C.1.15** The Contractor shall comply with all pertinent provisions of the Federal, State, and local regulations and shall take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

**C.2 DEFINITIONS AND ACRONYMS:** The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

**Acceptable Level of Performance:** The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot that can be considered satisfactory on the average. The allowable leeway or variance from a standard before the government will reject the specific service.

**Contracting Officer's Representative:** Means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

**Fully-Clothed:** Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals.

### **Performance Work Statement ( PWS)**

**Performance-Based Contract:** (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise.

**Performance Requirements Summary (PRS):** The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance, and the acceptable quality level (AQL) for each work requirement.

**Quality Assurance Surveillance Plan (QASP):** An organized written document used by Government for quality assurance surveillance. Document contains

sampling/ evaluation guides, checklists, and the performance requirements summary (PRS).

**Quality Control (QC):** A method used by the Contractor to control the quality of goods and services provided.

**Quality Assurance (QA):** A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

**Roadway Mowing:** Right-of-way mowing from road shoulder to the tree line. In the absence of a tree line, the distance shall be approximately 40 feet on each side of the road.

**"Service contract"** means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

- (a) Maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment.
- (b) Routine recurring maintenance of real property.
- (c) Housekeeping and base services.
- (d) Operation of Government-owned equipment facilities, and systems.

**"Shall"** means the imperative.

### **C.3 GOVERNMENT-FURNISHED EQUIPMENT, MATERIALS AND SUPPLIES:**

(1) Contractor's Daily Worksheets

### **C.4 CONTRACTOR- FURNISHED EQUIPMENT AND SUPPLIES**

**C.4.1** The Contractor shall furnish all equipment to accomplish the services specified in this PWS. All equipment must be approved by the Contracting Officer or the Contracting Officer's Representative prior to initial use. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

**C.4.2** Mowers used shall not exceed 25 horsepower. Mowers shall be multiple-spindle (lawn type), rotary, or flail and equipped with adjustable side mounted wheels or skids capable of producing a smooth, even cut. An adjustable cutting height of two to four inches is required. Blades shall be sharpened and/or replaced often enough to assure

smooth grass cut. All mowers shall be constructed to distribute grass clippings evenly to prevent clumps or windrows. Mowers used to mow slopes shall have a low center of gravity and good stability. All mowers shall be compatible with each other in mowing height and appearance of cut grass.

**C.4.3** Trimming equipment shall consist of power hand mowers, "weed-eaters" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task.

**C.4.4** All mowing and trimming equipment shall be of sufficient size and number to accomplish the required work in the time specified.

## **C.5 SPECIFIC TASKS**

**C.5.1 General Information:** Lawn Care Service is directly related to public perception of the government; therefore, it is essential that all facilities be serviced as specified. Areas serviced shall present a neat, well-cared-for, evenly mowed appearance free from any unmowed strips or streaks. All mowing shall be completed in a continuous operation. Grass clippings shall be removed or mulched when visible after mowing. Instrumentation, posts, landscape plantings, and other fixed obstacles will require an extensive amount of trimming and hand mowing where larger mowers cannot maneuver satisfactorily. Exact limits of the area for which lawn care will be provided, height of grass cut, and other specific details shall be as directed by the CO/COR.

**C.5.2 Mowing:** Mowing shall be accomplished to within but no closer than twenty-four (24) inches +/- six (6) inches of the trunk of any tree, bush, or shrub; and to within but no closer than twelve (12) inches +/- six (6) inches of any inanimate objects such as walls, posts, signs, park equipment, or other such objects. Extreme care shall be exercised when mowing and trimming around trees, bushes, shrubs, buildings, and other objects to insure that equipment does not come in contact with the object. All costs of repair or replacement in size and kind, resulting from damage by the Contractor's equipment shall be borne by the Contractor. Mowing will not be permitted when the ground is so wet that the mowing operations may cause rutting or otherwise disturb existing turf. Mowers shall be operated in such a manner as to protect against the sod being torn by the mower wheels on turns. Grass clippings shall be removed or mulched when visible after mowing. In the event thatch becomes windrowed, clumped, not distributed evenly, or unsightly as determined by the Contracting Officer or COR, the Contractor agrees to rake/bag the resulting clippings immediately following mowing. In no event shall the contractor have any claim for compensation against the United States or its officers or agents because of the additional raking or bagging requirements.

**C.5.3 Trimming:** Trimming shall be accomplished either simultaneously or immediately following mowing. Power hand mowers, trimmers, etc., shall be utilized to complete the mowing and trimming around trees, bushes, shrubs, buildings, and other objects. Power hand trimmers shall trim to within but no closer than four (4) inches +/- one (1) inch of the trunk of any tree, bush, or shrub. Trees or other objects shall not be bumped

or scraped by mowers. Trimming will not be required closer than four (4) inches +/- one (1) inch around the trunks of trees, bushes, or shrubs, however, trimming around buildings and inanimate objects shall be accomplished to the last blade of grass. Movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Such objects shall be returned to their original positions following mowing and trimming. All edges of the flower beds, riprap, curb, fence, landscape edge/timbers, areas where asphalt parking lot meets concrete curbing located within the mowing area of this contract shall be trimmed or edged with each ordered service.

**C.5.4 Pruning:** Pruning shall be as specified by the CO/COR, as detailed in UMC Science and Technology Guides 6866 and 6870. The Contractor shall assure that all pruning, twigs, clippings, and debris are thoroughly removed, without damage to desirable vegetation.

**C.5.5 Clean Up:** Sidewalks, entrances into buildings, and building interiors shall be free of clippings. The Contractor shall exercise care to assure that grass clippings and debris from mowing and trimming operations are not blown into decorative rock and wood chips. Any clippings or debris accidentally deposited in these areas shall be removed immediately. The Contractor shall assure that all clippings, leaves and debris are thoroughly removed, without damage to desirable vegetation.

#### **C.5.6 Additional Requirements:**

**C5.6.1 Litter:** Paper, limbs or other litter observed in the serviced area during mowing shall be removed.

**C.5.6.2 Additional landscaping plantings:** The Government reserves the right to place additional landscape plantings within the mowing service area. The contractor shall not be required to mow or trim within a two-foot radius of the additional landscape plantings. In no event shall the contractor have any claim for compensation against the United States or its agents because of the additional landscape plantings.

**C.5.6.3** The Contractor shall use extreme care to avoid damaging existing buildings, equipment, instrumentation, trees, bushes, plantings, and other objects on the Government installation. If the contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall be liable for the cost and shall replace in size, kind, and type; or repair the damage at no expense to the Government as directed by the Contracting Officer. Failure or refusal to make such repair or replacement as specified; the Government may deduct the cost from the contract price.

**C.5.6.4. Liquidated Damages:** If the Contractor fails to complete the work within the time specified in the contract, or any extension due to weather, the Contractor shall pay to the Government as liquidated damages, the sum of \$10.00 for each day of the delay.

#### **C.6 APPLICABLE PUBLICATIONS AND FORMS**

**C.6.1 Map:** Information on Smithville Lake can be found on the Internet at [http://www.nwk.usace.army.mil/Smitville/Smithville home.htm](http://www.nwk.usace.army.mil/Smitville/Smithville%20home.htm)

**C.6.2** Engineer Federal Acquisition Regulation Supplement (EFARS)

**C.6.3** Engineer Manual (EM) 385-1-1 Safety: On-line version may be found on the Internet at <http://www.nwk.usace.army.mil>

**C.6.4.** Copy of Worksheet

SMITHVILLE LAWN CARE  
CONTRACTOR'S WORKSHEET

DATE \_\_\_\_\_ CONTRACTOR:  
CONTRACT NO.: (FY-04)

ITEM	CONTRACTOR	COE
1. Mowing	_____	_____
2. Trimming	_____	_____
3. Thatch-Distributed	_____	_____
4. Clean Up-Completed	_____	_____
5. Pruning	_____	_____

---

Gates Locked \_\_\_\_\_

ANY ITEM VANDALIZED SINCE LAST SERVICES OR OTHER PROBLEMS  
OBSERVED.

---

Safety problems noted: \_\_\_\_\_

\_\_\_\_\_  
Contractor or Approved  
Authorized Representative

**C.6.5 Performance Requirements Summary (PRS)****Performance Requirements Summary (PRS)**

Section (Para)	Contract Requirement	Performance Standard	Lot Description	ALP (%)	Method of Surveillance
<b>C.5.2</b>	Mowing	Service areas in accordance with definitions in Section C.1.2 and C.5	Per service order	4%	Random Sample
<b>C.5.3</b>	Trimming	Service areas in accordance with definitions in Section C.1.2 and C.5	Per service order	4%	Random Sample
<b>C.5.4</b>	Pruning	Service areas in accordance with definitions in Section C.1.2 and C.5	Per service order	4%	Random Sample
<b>C.5.5</b>	Clean up	Service areas in accordance with definitions in Section C.1.2 and C.5	Per service order	4%	Random Sample
<b>C.1.5.5</b>	Daily Work Sheets	Completed and delivered in accordance with definition in Section C.1.5.5	Per service order	4%	Random Sample

STATEMENT OF EXPERIENCE

**QUOTER'S WORK EXPERIENCE STATEMENT**

**RE: WORK EXPERIENCE QUESTIONNAIRE  
SMITHVILLE LAWN CARE  
SOLICITATION# W912DQ-04-Q-0023**

EXPERIENCE NO. 1

CONTRACT/WORK TYPE  
AGENCY/FIRM FOR WHOM WORK WAS PERFORMED: \_\_\_\_\_  
CONTACT PERSON AT THE SITE: \_\_\_\_\_  
MO./YR. WORK BEGAN: \_\_\_\_\_ MO./YR. WORK ENDED: \_\_\_\_\_  
BRIEF DESCRIPTION OF DUTIES:

EXPERIENCE NO. 2

CONTRACT/WORK TYPE  
AGENCY/FIRM FOR WHOM WORK WAS PERFORMED: \_\_\_\_\_  
CONTACT PERSON AT THE SITE: \_\_\_\_\_  
MO./YR. WORK BEGAN: \_\_\_\_\_ MO./YR. WORK ENDED: \_\_\_\_\_  
BRIEF DESCRIPTION OF DUTIES:

EXPERIENCE NO. 3

CONTRACT/WORK TYPE  
AGENCY/FIRM FOR WHOM WORK WAS PERFORMED: \_\_\_\_\_  
CONTACT PERSON AT THE SITE: \_\_\_\_\_

**BRIEF DESCRIPTION OF DUTIES:**

PAST PERFORMANCE QUESTIONNAIRE  
US CORPS OF ENGINEERS  
KANSAS CITY DISTRICT  
601 E. 12<sup>TH</sup> STREET, ROOM 757  
KANSAS CITY, MO 64106-2986

TO: \_\_\_\_\_ (completed by quoter)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Past Performance Questionnaire  
**Solicitation W912DQ-04-Q-0023: SMITHVILLE LAWN CARE**

The U.S. Army Corps of Engineers is soliciting quotes for LAWN CARE Services at the SMITHVILLE PROJECT located near Smithville, Missouri. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offerors past performance. Please provide any comments or additional information you deem relevant or important. **At no time during the evaluation process or after award will your comments be revealed to the offeror.**

Please complete and submit the questionnaire within three (3) days of receipt via e-mail or fax to:

NAME: Emma Nevins

E-MAIL ADDRESS: emma.j.Nevins@nwk02.usace.army.mil

TELEPHONE: (816) 983-3825

FAX NUMBER: (816) 426-5777

Thank you in advance for your assistance in making this a **Best Value Procurement**.

**Past Performance Questionnaire**

RFQ#: W912DQ-04-Q-0023 SMITHVILLE LAWN CARE

Relationship to Quoter: \_\_\_\_\_

Description of Requirement: \_\_\_\_\_

Quoter/Company Name: \_\_\_\_\_

Location of Service:\_\_\_\_\_ Dates: \_\_\_\_\_

Contract Number(s) If a federal government contract: \_\_\_\_\_

**1. Quality of Services:**

How would you rate the quality of the quoter's performance?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Comment:

**2. Timeliness of Bidder's Performance:**

Was the quoter reliable and were contract/job requirements completed timely?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Comment:

**3. Customer Satisfaction:**

How would you rate the quoter's performance in the area of customer satisfaction?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Comment:

**4. Would you hire the quoter again?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Comment:

**5. Administrative/Managerial Skills:**

How would you rate the quality of the quoter's administrative/managerial skills?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Comments:

YOUR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

TELEPHONE (AREA CODE): \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Lawn Care - Smithville FFP FY-2004 BASIC CONTRACT: For the service period 1 April 2004 through 30 September 2004 (approx. 4 acres).		Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Mowing, Trimming & Edging FFP	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Pruning Shrubbery/bushes FFP	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Lawn Care - Smithville FFP FY-2005 RENEWAL OPTION 1: For the service period 1 April 2005 through 30 September 2005 (approx. 4 acres).		Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Mowing, Trimming & Edging FFP	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Pruning Shrubbery/bushes FFP	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Lawn Care - Smithville FFP FY-2006 RENEWAL OPTION 2: For the service period 1 April 2006 through 30 September 2006 (approx. 4 acres).		Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	Mowing, Trimming & Edging FFP	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	Pruning Shrubbery/bushes FFP	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Lawn Care - Smithville FFP FY-2007 RENEWAL OPTION 3: For the service period 1 April 2007 through 30 September 2007 (approx. 4 acres).		Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Mowing, Trimming & Edging FFP	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Pruning Shrubbery/bushes FFP	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Lawn Care - Smithville FFP FY-2008 RENEWAL OPTION 3: For the service period 1 April 2008 through 30 September 2008 (approx. 4 acres).		Lump Sum		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Mowing, Trimming & Edging FFP	26	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	Pruning Shrubbery/bushes FFP	5	Each		

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NET AMT

## CLAUSE INDEX

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## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

## (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not

have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name

and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

**The following factors shall be used to evaluate offers: past performance, experience, price. The evaluation factors of past performance and experience will weigh more heavily than price in determining the best value to the government.**

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by

either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

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

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

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

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (  ) is, (  ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (  ) has, (  ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

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

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

(ii) It ( ) is, ( ) is not s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component,`` ``domestic end product,`` ``end product,`` ``foreign end product,`` and ``United States`` are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act.``

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

FTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act.`` The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Canadian End Products:

Line Item No.  
-----  
-----  
-----

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

-----  
-----  
-----

Country of Origin

-----  
-----  
-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_x\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_x\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_x\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_x\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_x\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_x\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_x\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_x\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_x\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_x\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

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

\_\_x\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_x\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_x\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_x\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 SEPTEMBER 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 SEPTEMBER 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

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

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

[www.arnet.gov](http://www.arnet.gov)

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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

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

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

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

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

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

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

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

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

252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) ( Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) ( Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_ Alternate I) (MAR 2000)  
(\_\_\_ Alternate II) (MAR 2000).

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

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

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

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

(End of clause)

CONTRACT	Emma J	PHONE:	(816) 983-	E-MAIL:	Emma.j.nevins@nwk02.usace.a
SPECIALIST:	Nevins		3825		rmy.mil
PROJECT	Donald R Clever	PHONE:	(816) 761-	E-MAIL:	Donald.r.clever@nwko2.usace.
MANAGER:			6194		army.mil

WAGE RATES

94-2307 MO,KANSAS CITY

WAGE DETERMINATION NO: 94-2307 REV (26) AREA: MO,KANSAS CITY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD: 94-2308\*\*

\*\*\*\*\*

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

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

William W.Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 1994-2307  
Revision No.: 26  
Date Of Revision: 08/29/2003

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin,  
Johnson,  
Leavenworth, Linn, Miami, Wyandotte  
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell,  
Carroll,  
Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy,  
Harrison,  
Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon,  
Mercer,  
Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
9.46	
01012 - Accounting Clerk II	
11.70	
01013 - Accounting Clerk III	
13.47	
01014 - Accounting Clerk IV	
16.15	
01030 - Court Reporter	
13.76	
01050 - Dispatcher, Motor Vehicle	
15.83	
01060 - Document Preparation Clerk	
9.23	
01070 - Messenger (Courier)	
9.23	

01090 - Duplicating Machine Operator  
11.29  
01110 - Film/Tape Librarian  
11.02  
01115 - General Clerk I  
9.72  
01116 - General Clerk II  
11.51  
01117 - General Clerk III  
13.36  
01118 - General Clerk IV  
15.79  
01120 - Housing Referral Assistant  
17.64  
01131 - Key Entry Operator I  
10.26  
01132 - Key Entry Operator II  
12.85  
01191 - Order Clerk I  
10.72  
01192 - Order Clerk II  
13.70  
01261 - Personnel Assistant (Employment) I  
12.70  
01262 - Personnel Assistant (Employment) II  
14.48  
01263 - Personnel Assistant (Employment) III  
16.09  
01264 - Personnel Assistant (Employment) IV  
17.50  
01270 - Production Control Clerk  
16.11  
01290 - Rental Clerk  
12.36  
01300 - Scheduler, Maintenance  
12.92  
01311 - Secretary I  
12.92  
01312 - Secretary II  
15.11  
01313 - Secretary III  
17.64  
01314 - Secretary IV  
20.94  
01315 - Secretary V  
23.57  
01320 - Service Order Dispatcher  
21.18  
01341 - Stenographer I  
11.18  
01342 - Stenographer II  
12.77  
01400 - Supply Technician  
20.94  
01420 - Survey Worker (Interviewer)  
13.76  
01460 - Switchboard Operator-Receptionist  
10.85

01510 - Test Examiner  
15.11  
01520 - Test Proctor  
15.11  
01531 - Travel Clerk I  
10.29  
01532 - Travel Clerk II  
11.12  
01533 - Travel Clerk III  
11.94  
01611 - Word Processor I  
11.80  
01612 - Word Processor II  
14.43  
01613 - Word Processor III  
15.02  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
12.89  
03041 - Computer Operator I  
13.86  
03042 - Computer Operator II  
14.88  
03043 - Computer Operator III  
18.60  
03044 - Computer Operator IV  
22.85  
03045 - Computer Operator V  
23.87  
03071 - Computer Programmer I (1)  
18.58  
03072 - Computer Programmer II (1)  
23.82  
03073 - Computer Programmer III (1)  
27.62  
03074 - Computer Programmer IV (1)  
27.62  
03101 - Computer Systems Analyst I (1)  
23.66  
03102 - Computer Systems Analyst II (1)  
27.62  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
13.86  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
20.03  
05010 - Automotive Glass Installer  
18.59  
05040 - Automotive Worker  
18.59  
05070 - Electrician, Automotive  
19.32  
05100 - Mobile Equipment Servicer  
16.51  
05130 - Motor Equipment Metal Mechanic  
20.03

05160 - Motor Equipment Metal Worker  
18.59  
05190 - Motor Vehicle Mechanic  
20.03  
05220 - Motor Vehicle Mechanic Helper  
15.47  
05250 - Motor Vehicle Upholstery Worker  
17.54  
05280 - Motor Vehicle Wrecker  
18.59  
05310 - Painter, Automotive  
19.32  
05340 - Radiator Repair Specialist  
18.59  
05370 - Tire Repairer  
15.18  
05400 - Transmission Repair Specialist  
20.03  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
8.54  
07010 - Baker  
12.00  
07041 - Cook I  
10.01  
07042 - Cook II  
11.28  
07070 - Dishwasher  
7.51  
07130 - Meat Cutter  
13.71  
07250 - Waiter/Waitress  
8.04  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
19.30  
09040 - Furniture Handler  
14.32  
09070 - Furniture Refinisher  
19.30  
09100 - Furniture Refinisher Helper  
15.46  
09110 - Furniture Repairer, Minor  
17.52  
09130 - Upholsterer  
19.30  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
8.73  
11060 - Elevator Operator  
10.79  
11090 - Gardener  
12.85  
11121 - House Keeping Aid I  
7.73  
11122 - House Keeping Aid II  
9.70  
11150 - Janitor  
10.28

11210 - Laborer, Grounds Maintenance  
10.71  
11240 - Maid or Houseman  
7.70  
11270 - Pest Controller  
12.90  
11300 - Refuse Collector  
10.32  
11330 - Tractor Operator  
12.33  
11360 - Window Cleaner  
11.12  
12000 - Health Occupations  
12020 - Dental Assistant  
13.31  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
13.08  
12071 - Licensed Practical Nurse I  
12.05  
12072 - Licensed Practical Nurse II  
13.57  
12073 - Licensed Practical Nurse III  
15.16  
12100 - Medical Assistant  
12.17  
12130 - Medical Laboratory Technician  
13.20  
12160 - Medical Record Clerk  
12.44  
12190 - Medical Record Technician  
13.62  
12221 - Nursing Assistant I  
8.76  
12222 - Nursing Assistant II  
9.86  
12223 - Nursing Assistant III  
10.75  
12224 - Nursing Assistant IV  
12.07  
12250 - Pharmacy Technician  
12.26  
12280 - Phlebotomist  
11.21  
12311 - Registered Nurse I  
18.41  
12312 - Registered Nurse II  
23.45  
12313 - Registered Nurse II, Specialist  
23.45  
12314 - Registered Nurse III  
29.73  
12315 - Registered Nurse III, Anesthetist  
29.73  
12316 - Registered Nurse IV  
34.11  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
17.42

13011 - Exhibits Specialist I  
19.46  
13012 - Exhibits Specialist II  
22.88  
13013 - Exhibits Specialist III  
27.22  
13041 - Illustrator I  
16.95  
13042 - Illustrator II  
19.75  
13043 - Illustrator III  
23.50  
13047 - Librarian  
24.81  
13050 - Library Technician  
12.89  
13071 - Photographer I  
12.28  
13072 - Photographer II  
15.79  
13073 - Photographer III  
17.01  
13074 - Photographer IV  
20.79  
13075 - Photographer V  
25.17  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
7.49  
15030 - Counter Attendant  
7.49  
15040 - Dry Cleaner  
9.67  
15070 - Finisher, Flatwork, Machine  
7.49  
15090 - Presser, Hand  
7.49  
15100 - Presser, Machine, Drycleaning  
7.49  
15130 - Presser, Machine, Shirts  
7.49  
15160 - Presser, Machine, Wearing Apparel, Laundry  
7.49  
15190 - Sewing Machine Operator  
10.39  
15220 - Tailor  
11.10  
15250 - Washer, Machine  
8.24  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
19.30  
19040 - Tool and Die Maker  
26.12  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
16.50  
21020 - Material Coordinator  
19.16

21030 - Material Expediter  
19.16  
21040 - Material Handling Laborer  
14.72  
21050 - Order Filler  
12.29  
21071 - Forklift Operator  
13.86  
21080 - Production Line Worker (Food Processing)  
15.32  
21100 - Shipping/Receiving Clerk  
11.69  
21130 - Shipping Packer  
11.69  
21140 - Store Worker I  
14.89  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
10.86  
21210 - Tools and Parts Attendant  
15.32  
21400 - Warehouse Specialist  
15.32  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
19.43  
23040 - Aircraft Mechanic Helper  
15.01  
23050 - Aircraft Quality Control Inspector  
20.07  
23060 - Aircraft Servicer  
17.01  
23070 - Aircraft Worker  
18.03  
23100 - Appliance Mechanic  
19.30  
23120 - Bicycle Repairer  
15.18  
23125 - Cable Splicer  
24.24  
23130 - Carpenter, Maintenance  
20.30  
23140 - Carpet Layer  
19.15  
23160 - Electrician, Maintenance  
23.00  
23181 - Electronics Technician, Maintenance I  
19.21  
23182 - Electronics Technician, Maintenance II  
26.65  
23183 - Electronics Technician, Maintenance III  
27.20  
23260 - Fabric Worker  
17.52  
23290 - Fire Alarm System Mechanic  
20.01  
23310 - Fire Extinguisher Repairer  
16.50  
23340 - Fuel Distribution System Mechanic  
20.01

23370 - General Maintenance Worker  
18.57  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
20.01  
23430 - Heavy Equipment Mechanic  
20.01  
23440 - Heavy Equipment Operator  
20.16  
23460 - Instrument Mechanic  
20.01  
23470 - Laborer  
10.25  
23500 - Locksmith  
19.30  
23530 - Machinery Maintenance Mechanic  
20.49  
23550 - Machinist, Maintenance  
20.01  
23580 - Maintenance Trades Helper  
15.46  
23640 - Millwright  
22.68  
23700 - Office Appliance Repairer  
19.30  
23740 - Painter, Aircraft  
20.77  
23760 - Painter, Maintenance  
19.30  
23790 - Pipefitter, Maintenance  
27.22  
23800 - Plumber, Maintenance  
22.10  
23820 - Pneudraulic Systems Mechanic  
20.01  
23850 - Rigger  
20.01  
23870 - Scale Mechanic  
18.57  
23890 - Sheet-Metal Worker, Maintenance  
23.12  
23910 - Small Engine Mechanic  
18.57  
23930 - Telecommunication Mechanic I  
20.92  
23931 - Telecommunication Mechanic II  
21.59  
23950 - Telephone Lineman  
20.92  
23960 - Welder, Combination, Maintenance  
20.01  
23965 - Well Driller  
20.01  
23970 - Woodcraft Worker  
20.01  
23980 - Woodworker  
16.50  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
8.56

24580 - Child Care Center Clerk  
12.08  
24600 - Chore Aid  
8.40  
24630 - Homemaker  
13.70  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
19.51  
25040 - Sewage Plant Operator  
19.36  
25070 - Stationary Engineer  
20.93  
25190 - Ventilation Equipment Tender  
15.46  
25210 - Water Treatment Plant Operator  
19.30  
27000 - Protective Service Occupations  
(not set) - Police Officer  
19.85  
27004 - Alarm Monitor  
14.17  
27006 - Corrections Officer  
17.29  
27010 - Court Security Officer  
19.24  
27040 - Detention Officer  
17.29  
27070 - Firefighter  
17.32  
27101 - Guard I  
10.21  
27102 - Guard II  
16.62  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
21.17  
28020 - Hatch Tender  
18.40  
28030 - Line Handler  
18.40  
28040 - Stevedore I  
17.38  
28050 - Stevedore II  
19.13  
29000 - Technical Occupations  
21150 - Graphic Artist  
23.00  
29010 - Air Traffic Control Specialist, Center (2)  
29.53  
29011 - Air Traffic Control Specialist, Station (2)  
20.36  
29012 - Air Traffic Control Specialist, Terminal (2)  
22.42  
29023 - Archeological Technician I  
13.06  
29024 - Archeological Technician II  
14.60

29025 - Archeological Technician III  
18.09  
29030 - Cartographic Technician  
22.95  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
24.92  
29040 - Civil Engineering Technician  
19.26  
29061 - Drafter I  
14.52  
29062 - Drafter II  
15.70  
29063 - Drafter III  
19.48  
29064 - Drafter IV  
22.71  
29081 - Engineering Technician I  
15.54  
29082 - Engineering Technician II  
19.08  
29083 - Engineering Technician III  
21.95  
29084 - Engineering Technician IV  
24.41  
29085 - Engineering Technician V  
29.54  
29086 - Engineering Technician VI  
32.73  
29090 - Environmental Technician  
20.48  
29100 - Flight Simulator/Instructor (Pilot)  
27.62  
29160 - Instructor  
22.12  
29210 - Laboratory Technician  
17.64  
29240 - Mathematical Technician  
19.26  
29361 - Paralegal/Legal Assistant I  
13.46  
29362 - Paralegal/Legal Assistant II  
17.52  
29363 - Paralegal/Legal Assistant III  
21.42  
29364 - Paralegal/Legal Assistant IV  
25.92  
29390 - Photooptics Technician  
18.62  
29480 - Technical Writer  
21.98  
29491 - Unexploded Ordnance (UXO) Technician I  
18.77  
29492 - Unexploded Ordnance (UXO) Technician II  
22.70  
29493 - Unexploded Ordnance (UXO) Technician III  
31.11  
29494 - Unexploded (UXO) Safety Escort  
18.77

29495 - Unexploded (UXO) Sweep Personnel  
18.77  
29620 - Weather Observer, Senior (3)  
21.07  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
17.29  
29622 - Weather Observer, Upper Air (3)  
17.29  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
16.03  
31260 - Parking and Lot Attendant  
9.06  
31290 - Shuttle Bus Driver  
13.04  
31300 - Taxi Driver  
10.65  
31361 - Truckdriver, Light Truck  
13.04  
31362 - Truckdriver, Medium Truck  
17.49  
31363 - Truckdriver, Heavy Truck  
17.81  
31364 - Truckdriver, Tractor-Trailer  
17.81  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
8.65  
99030 - Cashier  
7.59  
99041 - Carnival Equipment Operator  
10.65  
99042 - Carnival Equipment Repairer  
11.36  
99043 - Carnival Worker  
8.61  
99050 - Desk Clerk  
8.95  
99095 - Embalmer  
18.77  
99300 - Lifeguard  
9.86  
99310 - Mortician  
18.77  
99350 - Park Attendant (Aide)  
12.38  
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
11.65  
99500 - Recreation Specialist  
13.26  
99510 - Recycling Worker  
12.89  
99610 - Sales Clerk  
9.93  
99620 - School Crossing Guard (Crosswalk Attendant)  
8.68  
99630 - Sport Official  
9.25

99658 - Survey Party Chief (Chief of Party)  
 17.09  
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
 14.55  
 99660 - Surveying Aide  
 10.63  
 99690 - Swimming Pool Operator  
 14.59  
 99720 - Vending Machine Attendant  
 12.13  
 99730 - Vending Machine Repairer  
 14.59  
 99740 - Vending Machine Repairer Helper  
 12.13

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

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

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

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

The process for preparing a conformance request is as follows:

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

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

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