

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY 2005 BASIC CONTRACT FFP Perform park attendant services at Damsite Park per the attached terms and specifications. For the service period 16 April 2005 through 30 September 2005. PURCHASE REQUEST NUMBER: W58XUW-4215-0055	144	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY 2006 RENEWAL OPTION (if exercised) FFP Perform park attendant services at Damsite Park per the attached terms and specifications. For the service period 1 October 2005 through 15 October 2005 and 16 April 2006 through 30 September 2006. PURCHASE REQUEST NUMBER: W58XUW-4215-0055	157	Days		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY 2007 RENEWAL OPTION (if exercised) FFP Perform park attendant services at Damsite Park per the attached terms and specifications. For the service period 1 October 2006 through 15 October 2006. PURCHASE REQUEST NUMBER: W58XUW-4215-0055	13	Days		

NET AMT

FOB: Destination

PERFORMANCE WORK STATEMENT

**PARK ATTENDANT
DAMSITE PARK
POMME DE TERRE LAKE PROJECT**

Notice to Vendors

- Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected. All vendors must be registered through the Central Contractor Registration System (CCR) prior to contract award and during performance. A CCR Handbook is available on request or information may be obtained on the Internet at www.ccr.gov.
- Vendors attention is directed to EFAR 52.214-5000, wherein are procedures for correction of Apparent Clerical Mistakes. The Government will proceed on the assumption that the quoter intends his quote to be evaluated on the basis of the unit prices.
- 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/purchase order. In the event that inundation materially affects the scope of work, the Contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to contract/purchase order 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 will be initially withheld until execution of an equitable adjustment can be made by contract modification.
- The Government will award a contract resulting from this solicitation to the responsible quoter whose quote, 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: (1) Past Performance/Experience; (2) Price; (3) References.
- For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number at which they can 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 project office of any changes. Quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. thru 4 p.m., C.S.T.) within the one week period following quote closing will be considered non-responsive and removed from further consideration, and the next quote will be considered.

6. Quoters are urged, but not required, 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. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

7. Because of the personal superintendence requirement and potential demands of this contract award of this contract will render the successful quoter ineligible for consideration on any other invitation requiring services during the period of this contract.

8. U.S. Department of Labor Wage Rates are attached and applicable to this acquisition.

PERFORMANCE WORK STATEMENT (PWS) PARK ATTENDANT DAMSITE PARK

1 General Information

1.1 Background Park attendant procurements utilized by the Pomme de Terre Lake Project, Kansas City District, Corps of Engineers, encompass gatekeeping, selling camping and day-use permits, providing information to visitors, handing out survey cards and general surveillance of a park area.

1.2 Scope of Work The Contractor shall provide labor, material, and equipment as specified to perform park attendant duties at the Damsite Park as described in this Performance Work Statement (PWS) and elsewhere in the contract. The Contractor shall perform the specific tasks listed in Section 5. Acceptable performance standards and current regulations are provided for each task.

1.3 Period of Performance The contract shall begin April 16 or date of award and continue through 30 September and October 1 through 15 (if exercised). The contractor must reside at the work site during the period of performance, and must remove all personal property from the site within 7 days after checkout. Park attendant campsites are for use by one camping unit only.

1.4 Required Insurance The contractor shall obtain and maintain during the period of performance under this contract Commercial Automobile Liability insurance according to the applicable Missouri State statutes (Missouri Division of Insurance 573-751-4126). Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties.

1.5 Required Surety Bond The contractor shall obtain and furnish a surety bond for the protection of the Government in an amount equal to \$5,000 to cover funds not received by the designated government agent as provided for in the specification before starting work. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

1.6 Post Award Conference /Training The contractor shall attend the post-award conference and computer/credit card training sessions held at the Pomme de Terre Project Office. The meetings will be used to discuss contract requirements and to train on computer use. The training will take approximately two days (8 hours each). The Government will give written notification of the scheduled dates for the post-award conference and computer training. Failure to attend both days of the conference/training will result in a termination of the contract.

1.7 Quality Control The Contractor shall develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan shall document how the Contractor will identify and correct performance shortfalls. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

1.8 QUALITY ASSURANCE

1.8.1 A Performance Assessment Plan (PAP) will be used during the life of the contract to ensure that the Service Provider is performing the services required by this PWS in an acceptable manner. The Government develops the PAP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

1.8.2 The Government will monitor the Contractor's performance under this contract using quality assurance procedures developed by the Government. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of Government Quality Assurance will be to determine the effectiveness of the Contractor's quality control system.

1.8.3 The government reserves 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 will perform inspections and tests in a manner that will not unduly delay the work.

1.8.4 If any of the services do not conform to contract requirements, the government will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. 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.

1.8.5 If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the government may by contract, or otherwise: (1) 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.

1.9 Personnel

1.9.1 The contractor shall exercise tact, diplomacy, and courtesy and present a neat appearance when dealing with the public. A government-furnished nametag must be worn while on duty. The Contractor shall not display or offer for sale on Government property personal property items, crafts, or like items.

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

1.9.3 The contractor must log in and hold all lost and found articles at the fee booth for a period of two weeks. Any article unclaimed after the two-week period must be turned over to project personnel.

1.9.4 The contractor must not consume any alcohol or drugs (except prescription drugs) during duty hours or when meeting the public.

1.10 Payment will be made monthly by the Disbursing Officer, U.S. Army Engineer District, Millington, Tennessee, in accordance with the Prompt Payment Act (Public Law 100-496). As stated in this law, the Government has 30 days after the date of invoice receipt in the correct office, or after constructive acceptance whichever of the two dates is last, to issue payment. Constructive acceptance is deemed to occur on the 7th calendar day after delivery. Under the terms of this contract, invoices are to be submitted monthly to the U.S. Army Corps of Engineers, Pomme de Terre Project, Route 2 Box 2160, Hermitage, Missouri, 65668-9509.

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 shall 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.

1.12 Safety The Contractor will be expected to take a vital interest in safety hazards, and educate their employees to work, and plan their work safely, and comply with all pertinent provisions of the Federal, State, and local regulations. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage. The contractor shall immediately report any situation that could affect the health or safety of

visitors to a park ranger, including maintenance needs, utility problems, accidents, or violations of laws and regulations.

1.12.1 The contractor shall report all disturbances that cannot be diplomatically resolved to a park ranger. The contractor will be given an after-hours phone number (at the post award conference) for use by him and his staff only.

1.12.2 The contractor must notify the Contracting Officer of any required prescription drugs that might affect the contractor's ability to perform the requirements of this contract.

2 Definitions and Acronyms The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

Contracting Officer's Representative (COR): 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.

NRRS: National Recreation Reservation Service

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 services received.

3 Government-Furnished Materials and Supplies

Government-Furnished materials and supplies are provided to the Contractor only for use in performing work specified in this Contract.

3.1The Government will provide a campsite for the Contractor's trailer, and utility hookups, during the service period, consisting of water, electricity, and sewer. In addition, the campsite will include a storage building, picnic table, and refuse container. The site will be provided free of charge for a period of 7 days prior and 7 days after the period of performance. The Contractor shall maintain these facilities in accordance with Park rules.

3.2 Government – Furnished Property - The Government will furnish to the Contractor the following identified property to be used in performing the contract. When the property is delivered, the Contractor must verify its quantity and condition in writing to the Contracting Officer or his authorized representative on Memorandum Receipt. Damage or loss while in the Contractor's possessions shall be reported in writing to the Contracting Officer or his authorized representative, within 24 hours.

Item (description)	Quantity
(1) Permit Books	As needed
(2) Golden Age Passports	As needed
(3) Golden Access Passports	As needed
(4) Annual Day Use Permits	As needed
(5) Computer, monitor, printer, keyboard surge protector, back-up battery	1 each
(6) Telephone for the Booth	1 each
(7) Credit card scanner/printer	1 each
(8) Adding Machine	1 each
(9) Keys	1 set

3.3 Government – Furnished Consumable Items - The following consumable items, will be furnished to the Contractor by the Government. The Government will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

- (1) Trash bags
- (2) Maps
- (3) Brochures
- (4) Baseball cap and name tag
- (5) Computer paper
- (6) Self-registration day use supplies
- (7) Authorized forms
- (8) Office Supplies

4 Contractor-Furnished Equipment and Supplies The Contractor shall furnish all equipment and supplies not identified in Section 3 of this PWS as Government-Furnished supplies and equipment. Specifically, the Contractor shall furnish:

4.1 A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or ‘pop-up’ style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.

4.2 A vehicle, other than the one in 4.1 above, to be used for local transportation to perform the requirements of this contract. ATVs are not permitted. Golf carts will be permitted with the following conditions; (1) Display long orange bicycle flag, (2) Slow moving vehicle sign posted on back, (3) Display Government provided “Park Attendant” sign on both sides, (4) Operate during daylight hours only, (5) Use as utility vehicle for fulfillment of park attendant duties only.

4.3 Telephone and installation of telephone service at the government provided hookup at the campsite.

5 Specific Tasks The Contractor shall perform park attendant duties 6-days per week, including weekends and Federal holidays at the Damsite Park as described in this section and elsewhere in the contract. The contractor will be granted and shall observe one designated day off each week. At least one person on the Contractor’s staff shall remain in the park at all times on scheduled workdays except between the morning and afternoon shifts on Tuesday, Wednesday, and Thursday. The contractor shall be allowed only one overnight absence per week. The contractor shall not leave the park until the time the booth is scheduled to close the night before the day off and shall return before 6:00 p.m. the following day; or if the contractor chooses to leave on the actual scheduled day off, shall return before 7:00 a.m. the following day. If the contractor needs to be absent from the park any other time the COR shall be notified as soon as possible. The contractor shall retain a qualified substitute park attendant to cover such absences. The substitute shall be approved by the COR.

5.1 National Recreation Reservation Service (NRRS) The contractor shall perform specific daily duties to implement the National Recreation Reservation Service (NRRS), according to established procedures (addressed during post-award training). Duties include, but are not limited to, maintaining current records, posting reserved sites, checking site availability, processing camper registrations and receiving daily arrival reports. Contractors shall not accept “walk-up” or phone reservations, unless authorized by the COR.

5.2 Fee Booth Operations During booth hours, the contractor shall keep an open telephone line of communication. The contractor shall remain in close proximity of the booth (with the exception of the evening tour park requirement, paragraph 5.3.3) to be able to answer the telephone at anytime while on duty. If the contractor needs to be absent from the park anytime other than the exceptions listed in paragraph 5 (above), the Contracting Officer Representative must be notified as soon as possible. The contractor shall be available at all times (except the scheduled day off and approved time away from the park) to receive and deliver emergency messages.

5.2.1 Schedule.

The following schedule is subject to change with one (1) week’s advance notice. The fee booth shall be open for business and occupied during the following hours:

**April 16 - May 15 and
September 16 - September 30 and October 1-15 (if exercised)**

Monday	Day Off (unless this is the scheduled day to check in or out)
Tuesday, Wednesday, Thursday	8:00 a.m. - 9:00 a.m. and 4:00 p.m. - 8:00 p.m.
Friday	8:00 a.m. - 9:00 a.m. and 4:00 p.m. - 9:00 p.m.
Saturday	8:00 a.m. - 9:00 a.m. and 4:00 p.m. - 8:00 p.m.
Sunday	8:00 a.m. - 9:00 a.m. and 4:00 p.m. - 7:00 p.m.

May 16 – September 15

Monday	Day Off
Tuesday, Wednesday, Thursday	8:00 a.m. - 10:00 a.m. and 4:00 p.m. - 8:00 p.m.
Friday	8:00 a.m. - 10:00 a.m. and 1:00 p.m. - 9:00 p.m.
Saturday	8:00 a.m. – 10:00 a.m. and 2:00 p.m. – 9:00 p.m.
Sunday	8:00 a.m. - 10:00 a.m. and 4:00 p.m. - 7:00 p.m.

Booth hours shall be extended by one hour the Friday preceding Memorial Day and Labor Day Holiday weekends and/or the observed holiday date (e.g. Thursday) or a designated critical date preceding a holiday weekend. The dates of extended hours are:

May 27, 2005; July 1, 2005; September 2, 2005;
May 26, 2006; June 30, 2006, September 1, 2006

Park Attendant checkout for the season will be by 4:00 p.m. October 16th.

5.2.2 Work Time Frames All work shall be accomplished within the time frames specified above. Services rendered outside the time periods specified will not be compensated unless specifically approved in writing by the Contracting Office or his approved representative.

5.2.3 Receive Payments The contractor shall register visitors, campers, and sightseers, issue Golden Age and Golden Access Passport cards, and collect the required fees according to project policy. The Contractor shall determine and have on hand sufficient change for this purpose.

5.2.3.1 Credit Card and Personal Check Payments The contractor shall follow project policy when accepting credit cards and personal checks.

5.2.3.2 Safeguard Collections The contractor shall take all reasonable precautions to safeguard collections, permits, and other government-furnished property. All collections shall be deposited in the fee safe provided, outside entrances to the fee booth shall be kept locked, and visitors must not be allowed in the booth.

5.2.4 Transmit Fees and Remittance Registers The contractor shall transmit all collected fees and remittance registers to Nations Bank, Atlanta, GA. At a minimum, fees shall be transmitted once per week or when collections total \$5,000.00, whichever occurs first. Postage costs and cashier check fees are the responsibility of the Contractor.

5.2.5 Booth Maintenance The contractor must maintain the fee booth in a clean condition at all times. Pens, corrals, cages, and other animal confinement facilities are not permitted. Smoking, visitors, pets, or baby-sitting are not permitted in the park entrance booth.

5.3 Park Operations

5.3.1 Provide Information to Visitors The contractor shall hand out informational brochures and pamphlets and explain or clarify policy and regulations for park visitors.

5.3.2 Implement Campground Rules and Policies The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 14 day stay limitations, etc.

5.3.3 Tour Park The contractor shall make daily tours of the park between 7:00 and 8:00 a.m. and again an hour before the evening shift ends (additional tours may be necessary).

5.3.4 Identify Non-Registered Visitors The Contractor shall identify campers who may have arrived during hours when the fee booth was closed. These individuals shall be contacted and advised to register at the booth and pay required fees.

5.3.5 Check For and Report Vandalism, Equipment Malfunction and Cleanliness During both the morning and evening tours, the contractor shall post camping reservations, and check all facilities for vandalism, equipment malfunction, and cleanliness. The Contractor shall advise Corps personnel immediately if problems exist.

5.3.6 Conduct Park Surveys as Directed by the COR or in Accordance With Park Rules

The contractor will hand out survey cards in accordance with a designated schedule and keep a log in accordance with survey requirements.

6 Applicable Publications and Forms

6.1 Performance Requirements Summary/Task List

6.2 MAP: Information on Pomme de Terre Lake can be found on the Internet at <http://www.nwk.usace.army.mil/>

6.3 Jobsite Diagram

6.4 Department of Labor Wage Rates

Attachment 6.1
Performance Requirements Summary (PRS)

ALP = Acceptable Level of Performance

Section (Para)	Contract Requirement	Performance Standard	Lot Description	ALP (%)	Method of Surveillance
PWS 5.1	Implement NRRS	In accordance with required post award training	Daily	5%	Validated Customer Complaint
5.2	Fee Booth Operations				
5.2.1	Booth Schedule	Staff booth during scheduled hours	30-42 hours per week	0%	Random sampling and validated customer comment
5.2.3	Receive Payments	Payments are correctly collected and safeguarded Golden Age & Golden Age Access Controlled	Daily receipts	2%	100% Ranger-Contractor inspection
5.2.4	Transmit Fees And Remittance Registers	Submit fees weekly or at \$5000	Weekly	0%	100% Verification
5.3	Park Operations				
5.3.1	Provide Information	Hand out information as requested by park visitors and clarify policies and park regulations	Daily	4%	Validated Customer Complaint
5.3.3	Tour Park	During specified times, check for maintenance needs & unregistered guests	Daily	4%	Random Sample

The following lists individual tasks that are considered necessary.

Task #1 - Implement the National Recreation Reservation Service

1. Check Site Availability
 - Cross-reference current campers list with sites occupied.
2. Receive Daily Arrival Reports
 - Print report
3. Post Reserved Sites
 - Print incoming camper report
 - Complete reservation card
 - Post reservation card at campsite
4. Process Camper Registration
 - Input registration data
 - Collect payment
 - Print receipt
5. Maintain Records
 - Weekly remittance - Bill for Collection, Operator Shift Management, Operator Shift Summary, and copy of cashiers check
 - Golden Age and Golden Access Passports sold
 - Customer Receipts for recreation season

Task #2 - Fee Booth Operation

1. Register visitors and campers
 - Inform visitors of rules and regulations
2. Collect recreation fees by payment of cash, check, credit card or travelers check during scheduled booth hours.
 - Camping, golden age, annual pass, reservations, fee vaults and day use fees
3. Transmit recreation fees to Nations Bank weekly
 - Obtain cashiers check at bank
 - Remit cashiers check, personal checks, and Bill for Collection to Nations Bank weekly or when totals reach \$5000, whichever occurs first
 - Pay for cost of cashiers checks, envelopes and postage

Task #3 - Park Operations

1. Provide Information to Visitors
2. Tour Park
 - Identify new visitors
 - Monitor self-pay fee vaults and facility reservations
 - Check for and report vandalism, equipment malfunction and cleanliness of facilities
3. Implement Campground Rules and Policies
 - Title 36 and project brochures
4. Monitor and Collect Fees from Self-Pay Vaults
 - Replenish self-pay envelopes as necessary
 - Count and verify fees with Rangers
 - Remit money with weekly recreation fee remittances
5. Conduct Visitor Surveys
 - Pass out survey cards as scheduled
 - Maintain survey record

Attachment 6.2

Attachment 6.3

Attachment 6.4

94-2311 MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (22) AREA: MO,SOUTHERN MISSOURI

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2312

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | W AGE AND HOUR DIVISION, WASHINGTON D.C. 20210

Wage Determination No.: 1994-2311

William W.Gross Division of | Revision No.: 22

Director Wage Determinations| Date Of Revision: 05/24/2004

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE - MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

- 01011 - Accounting Clerk I - 7.30
- 01012 - Accounting Clerk II - 9.58
- 01013 - Accounting Clerk III - 10.98
- 01014 - Accounting Clerk IV - 13.86
- 01030 - Court Reporter - 11.92
- 01050 - Dispatcher, Motor Vehicle - 11.92
- 01060 - Document Preparation Clerk - 9.55
- 01070 - Messenger (Courier) - 7.55
- 01090 - Duplicating Machine Operator - 9.55
- 01110 - Film/Tape Librarian - 9.13
- 01115 - General Clerk I - 7.57
- 01116 - General Clerk II - 8.59
- 01117 - General Clerk III - 11.16
- 01118 - General Clerk IV - 13.87
- 01120 - Housing Referral Assistant - 13.76
- 01131 - Key Entry Operator I - 8.25
- 01132 - Key Entry Operator II - 9.68
- 01191 - Order Clerk I - 8.76
- 01192 - Order Clerk II - 11.61
- 01261 - Personnel Assistant (Employment) I - 11.57
- 01262 - Personnel Assistant (Employment) II - 11.78
- 01263 - Personnel Assistant (Employment) III - 13.41
- 01264 - Personnel Assistant (Employment) IV - 15.11
- 01270 - Production Control Clerk - 14.19
- 01290 - Rental Clerk - 9.23
- 01300 - Scheduler, Maintenance - 10.73
- 01311 - Secretary I - 10.73
- 01312 - Secretary II - 12.21
- 01313 - Secretary III - 13.76
- 01314 - Secretary IV - 15.25
- 01315 - Secretary V - 18.30
- 01320 - Service Order Dispatcher - 10.48
- 01341 - Stenographer I - 10.26

01342 - Stenographer II - 11.73
01400 - Supply Technician - 15.25
01420 - Survey Worker (Interviewer) - 10.81
01460 - Switchboard Operator-Receptionist - 8.67
01510 - Test Examiner - 12.21
01520 - Test Proctor - 12.21
01531 - Travel Clerk I - 9.49
01532 - Travel Clerk II - 10.22
01533 - Travel Clerk III - 10.93
01611 - Word Processor I - 9.74
01612 - Word Processor II - 11.55
01613 - Word Processor III - 12.94
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian - 10.52
03041 - Computer Operator I - 11.04
03042 - Computer Operator II - 12.94
03043 - Computer Operator III - 15.40
03044 - Computer Operator IV - 16.48
03045 - Computer Operator V - 18.29
03071 - Computer Programmer I (1)- 15.36
03072 - Computer Programmer II (1) - 18.04
03073 - Computer Programmer III (1) - 21.45
03074 - Computer Programmer IV (1) - 26.70
03101 - Computer Systems Analyst I (1) - 20.92
03102 - Computer Systems Analyst II (1) - 24.62
03103 - Computer Systems Analyst III (1) - 27.62
03160 - Peripheral Equipment Operator - 11.04
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass - 13.84
05010 - Automotive Glass Installer - 13.21
05040 - Automotive Worker - 13.21
05070 - Electrician, Automotive - 14.14
05100 - Mobile Equipment Servicer - 11.89
05130 - Motor Equipment Metal Mechanic - 14.51
05160 - Motor Equipment Metal Worker - 13.21
05190 - Motor Vehicle Mechanic - 14.51
05220 - Motor Vehicle Mechanic Helper - 11.17
05250 - Motor Vehicle Upholstery Worker - 12.87
05280 - Motor Vehicle Wrecker - 13.21
05310 - Painter, Automotive - 13.93
05340 - Radiator Repair Specialist - 13.21
05370 - Tire Repairer - 10.96
05400 - Transmission Repair Specialist - 14.51
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker - 8.01
07010 - Baker - 10.85
07041 - Cook I - 8.74
07042 - Cook II - 9.36
07070 - Dishwasher - 6.71
07130 - Meat Cutter - 11.73
07250 - Waiter/Waitress - 7.39
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter - 13.29
09040 - Furniture Handler - 10.52
09070 - Furniture Refinisher - 14.62

09100 - Furniture Refinisher Helper - 12.95
09110 - Furniture Repairer, Minor - 13.09
09130 - Upholsterer - 13.29
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles - 8.60
11060 - Elevator Operator - 7.82
11090 - Gardener - 10.57
11121 - House Keeping Aid I - 7.11
11122 - House Keeping Aid II - 7.72
11150 - Janitor - 8.60
11210 - Laborer, Grounds Maintenance - 9.02
11240 - Maid or Houseman - 6.95
11270 - Pest Controller - 12.38
11300 - Refuse Collector - 7.81
11330 - Tractor Operator - 9.82
11360 - Window Cleaner - 9.34
12000 - Health Occupations
12020 - Dental Assistant - 11.00
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver-11.32
12071 - Licensed Practical Nurse I - 9.93
12072 - Licensed Practical Nurse II - 11.14
12073 - Licensed Practical Nurse III - 12.47
12100 - Medical Assistant - 10.06
12130 - Medical Laboratory Technician - 10.75
12160 - Medical Record Clerk - 9.27
12190 - Medical Record Technician - 13.54
12221 - Nursing Assistant I - 8.17
12222 - Nursing Assistant II - 9.18
12223 - Nursing Assistant III - 10.02
12224 - Nursing Assistant IV - 11.24
12250 - Pharmacy Technician - 12.19
12280 - Phlebotomist - 10.76
12311 - Registered Nurse I - 15.43
12312 - Registered Nurse II - 18.88
12313 - Registered Nurse II, Specialist - 18.88
12314 - Registered Nurse III - 22.85
12315 - Registered Nurse III, Anesthetist - 22.85
12316 - Registered Nurse IV - 27.36
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian - 16.43
13011 - Exhibits Specialist I - 18.13
13012 - Exhibits Specialist II - 22.20
13013 - Exhibits Specialist III - 24.62
13041 - Illustrator I - 18.13
13042 - Illustrator II - 22.20
13043 - Illustrator III - 24.62
13047 - Librarian - 18.21
13050 - Library Technician - 10.38
13071 - Photographer I - 10.99
13072 - Photographer II - 14.33
13073 - Photographer III - 17.55
13074 - Photographer IV - 21.41
13075 - Photographer V - 25.98
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler - 7.34

15030 - Counter Attendant - 7.34
15040 - Dry Cleaner - 9.21
15070 - Finisher, Flatwork, Machine - 7.34
15090 - Presser, Hand - 7.34
15100 - Presser, Machine, Drycleaning - 7.34
15130 - Presser, Machine, Shirts - 7.34
15160 - Presser, Machine, Wearing Apparel, Laundry - 7.34
15190 - Sewing Machine Operator - 9.77
15220 - Tailor - 10.42
15250 - Washer, Machine - 8.07
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom) - 16.08
19040 - Tool and Die Maker - 20.47
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator - 13.72
21020 - Material Coordinator - 14.19
21030 - Material Expediter - 14.19
21040 - Material Handling Laborer - 10.51
21050 - Order Filler - 10.87
21071 - Forklift Operator - 11.17
21080 - Production Line Worker (Food Processing) - 11.69
21100 - Shipping/Receiving Clerk - 11.27
21130 - Shipping Packer - 11.27
21140 - Store Worker I - 8.59
21150 - Stock Clerk (Shelf Stocker; Store Worker II) - 11.52
21210 - Tools and Parts Attendant - 11.69
21400 - Warehouse Specialist - 11.69
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic - 16.74
23040 - Aircraft Mechanic Helper - 12.89
23050 - Aircraft Quality Control Inspector - 19.60
23060 - Aircraft Servicer - 14.40
23070 - Aircraft Worker - 15.25
23100 - Appliance Mechanic - 16.08
23120 - Bicycle Repairer - 10.96
23125 - Cable Splicer - 16.47
23130 - Carpenter, Maintenance - 13.55
23140 - Carpet Layer - 15.25
23160 - Electrician, Maintenance - 16.22
23181 - Electronics Technician, Maintenance I - 13.86
23182 - Electronics Technician, Maintenance II - 17.96
23183 - Electronics Technician, Maintenance III - 18.86
23260 - Fabric Worker - 13.09
23290 - Fire Alarm System Mechanic - 16.74
23310 - Fire Extinguisher Repairer - 13.26
23340 - Fuel Distribution System Mechanic - 16.74
23370 - General Maintenance Worker - 12.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic - 13.87
23430 - Heavy Equipment Mechanic - 14.62
23440 - Heavy Equipment Operator - 16.74
23460 - Instrument Mechanic - 16.74
23470 - Laborer - 10.31
23500 - Locksmith - 13.29
23530 - Machinery Maintenance Mechanic - 16.74
23550 - Machinist, Maintenance - 14.39

23580 - Maintenance Trades Helper - 10.77
23640 - Millwright - 16.74
23700 - Office Appliance Repairer - 15.98
23740 - Painter, Aircraft - 15.28
23760 - Painter, Maintenance - 13.84
23790 - Pipefitter, Maintenance - 16.74
23800 - Plumber, Maintenance - 17.51
23820 - Pneudraulic Systems Mechanic - 16.74
23850 - Rigger - 16.74
23870 - Scale Mechanic - 15.07
23890 - Sheet-Metal Worker, Maintenance - 16.06
23910 - Small Engine Mechanic - 13.86
23930 - Telecommunication Mechanic I - 16.74
23931 - Telecommunication Mechanic II - 17.41
23950 - Telephone Lineman - 16.74
23960 - Welder, Combination, Maintenance - 13.84
23965 - Well Driller - 15.22
23970 - Woodcraft Worker - 16.74
23980 - Woodworker - 12.28
24000 - Personal Needs Occupations
24570 - Child Care Attendant - 8.50
24580 - Child Care Center Clerk - 12.05
24600 - Chore Aid - 7.90
24630 - Homemaker - 13.88
25000 - Plant and System Operation Occupations
25010 - Boiler Tender - 16.89
25040 - Sewage Plant Operator - 16.08
25070 - Stationary Engineer - 16.89
25190 - Ventilation Equipment Tender - 12.30
25210 - Water Treatment Plant Operator - 16.08
27000 - Protective Service Occupations
(not set) - Police Officer - 17.54
27004 - Alarm Monitor - 10.41
27006 - Corrections Officer - 14.42
27010 - Court Security Officer - 15.21
27040 - Detention Officer - 14.42
27070 - Firefighter - 14.43
27101 - Guard I - 7.55
27102 - Guard II - 13.17
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer - 15.07
28020 - Hatch Tender - 15.07
28030 - Line Handler - 15.07
28040 - Stevedore I - 13.27
28050 - Stevedore II - 14.55
29000 - Technical Occupations
21150 - Graphic Artist - 17.34
29010 - Air Traffic Control Specialist, Center (2) - 29.36
29011 - Air Traffic Control Specialist, Station (2) - 20.24
29012 - Air Traffic Control Specialist, Terminal (2) - 22.29
29023 - Archeological Technician I - 14.57
29024 - Archeological Technician II - 16.30
29025 - Archeological Technician III - 20.18
29030 - Cartographic Technician - 22.20
29035 - Computer Based Training (CBT) Specialist/ Instructor - 20.92

29040 - Civil Engineering Technician - 18.84
29061 - Drafter I - 11.97
29062 - Drafter II - 13.90
29063 - Drafter III - 18.13
29064 - Drafter IV - 22.20
29081 - Engineering Technician I - 12.38
29082 - Engineering Technician II - 14.38
29083 - Engineering Technician III - 18.75
29084 - Engineering Technician IV - 22.96
29085 - Engineering Technician V - 28.37
29086 - Engineering Technician VI - 33.99
29090 - Environmental Technician - 22.20
29100 - Flight Simulator/Instructor (Pilot) - 24.62
29160 - Instructor - 17.78
29210 - Laboratory Technician - 15.40
29240 - Mathematical Technician - 22.20
29361 - Paralegal/Legal Assistant I - 12.87
29362 - Paralegal/Legal Assistant II - 15.00
29363 - Paralegal/Legal Assistant III - 18.89
29364 - Paralegal/Legal Assistant IV - 22.88
29390 - Photooptics Technician - 19.31
29480 - Technical Writer - 23.99
29491 - Unexploded Ordnance (UXO) Technician I - 18.66
29492 - Unexploded Ordnance (UXO) Technician II - 22.57
29493 - Unexploded Ordnance (UXO) Technician III - 27.05
29494 - Unexploded (UXO) Safety Escort - 18.66
29495 - Unexploded (UXO) Sweep Personnel - 18.66
29620 - Weather Observer, Senior (3) - 17.09
29621 - Weather Observer, Combined Upper Air and Surface Programs (3) - 15.40
29622 - Weather Observer, Upper Air (3) - 15.40
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver - 13.56
31260 - Parking and Lot Attendant - 8.87
31290 - Shuttle Bus Driver - 13.38
31300 - Taxi Driver - 9.23
31361 - Truckdriver, Light Truck - 13.38
31362 - Truckdriver, Medium Truck - 14.05
31363 - Truckdriver, Heavy Truck - 14.41
31364 - Truckdriver, Tractor-Trailer - 14.41
99000 - Miscellaneous Occupations
99020 - Animal Caretaker - 7.14
99030 - Cashier - 7.19
99041 - Carnival Equipment Operator - 8.39
99042 - Carnival Equipment Repairer - 8.92
99043 - Carnival Worker - 7.15
99050 - Desk Clerk - 8.41
99095 - Embalmer - 17.39
99300 - Lifeguard - 9.80
99310 - Mortician - 18.33
99350 - Park Attendant (Aide) - 12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) - 7.93
99500 - Recreation Specialist - 11.65
99510 - Recycling Worker - 8.83
99610 - Sales Clerk - 9.06
99620 - School Crossing Guard (Crosswalk Attendant) - 7.52

99630 - Sport Official - 9.06
99658 - Survey Party Chief (Chief of Party) - 16.25
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) - 15.56
99660 - Surveying Aide - 9.40
99690 - Swimming Pool Operator - 12.73
99720 - Vending Machine Attendant - 7.66
99730 - Vending Machine Repairer - 9.80
99740 - Vending Machine Repairer Helper - 8.12

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 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

vide 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.

CLAUSES INCORPORATED BY FULL TEXT

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: (1) Past Performance/Experience; (2) Price; (3) References. Technical and past performance, when combined, are evaluated in comparison to price to determine best value.

(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 (MAY 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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

(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

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

(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 forth 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)

(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.

___ (iii) Alternate II (MAR 2004) 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.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 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).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 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).

___ (21)(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)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(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.
- ___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (28) 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)).
- ___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (34)(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.).
- ___ (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 (May 2004) (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)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (a) Obviously misplaced decimal points will be corrected;
- (b) Discrepancy between unit price and extended price, the unit price will govern;
- (c) Apparent errors in extension of unit prices will be corrected;
- (d) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.
(End of Statement)

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 120 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 2 years. (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 (End of clause)