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|--|------------------------------------|--------------------------|--|---|---|---|--|---|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W58XUW-3309-1761 | | PAGE 1 OF 35 | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912DQ-04-T-0032 | | 6. SOLICITATION ISSUE DATE 20-Nov-2003 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME CAROL PEARSON | | | b. TELEPHONE NUMBER (No Collect Calls) 417-745-6411 | | 8. OFFER DUE DATE/LOCAL TIME 12:00 PM 02 Jan 2004 | |
| 9. ISSUED BY USACE, KANSAS CITY POMME DE TERRE LAKE PROJECT OFFICE RT 2 B HERMITAGE MO 65668-9509 TEL: 417-745-6411/6412 FAX: 417-745-2101 | | CODE W912DQ | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7349 SIZE STANDARD: 14.0mil | | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | 12. DISCOUNT TERMS |
| 15. DELIVER TO POMME DE TERRE PROJECT OFC JAMES J DAVIS RT 2 BOX 2160 HERMITAGE MO 65668-9509 TEL: (417)745-6411 FAX: (417)745-2101 | | CODE G5R0820 | 16. ADMINISTERED BY | | | | | CODE |
| 17a. CONTRACTOR/ OFFEROR | | CODE | 18a. PAYMENT WILL BE MADE BY | | | | | CODE |
| TEL. | | FACILITY CODE | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE SCHEDULE | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | | 26. TOTAL AWARD AMOUNT | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA | <input type="checkbox"/> ARE | <input type="checkbox"/> ARE NOT ATTACHED |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA | <input type="checkbox"/> ARE | <input type="checkbox"/> ARE NOT ATTACHED |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | | | | |
| | | | TEL: | | | EMAIL: | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | | 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. VOUCHER NUMBER | | 35. AMOUNT VERIFIED CORRECT FOR | |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE | | 32c. DATE | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | 37. CHECK NUMBER | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | | 40. PAID BY | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY (Print) | | | | | |
| | | | 42b. RECEIVED AT (Location) | | | | | |
| | | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | | | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0001 | FY 2004 Basic Contract FFP Perform park custodian services at NEMO PARK per the attached terms and specifications. For the service period 16 April 2004 through 30 September 2004. NAICS 561720 PURCHASE REQUEST NUMBER: W58XUW-3309-1761 | 5.50 | Months | | |
| | | | | NET AMT | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0002 | FY 2005 Renewal Option (if exercised) FFP Perform park custodian services at NEMO PARK per the attached terms and specifications. For the service period 1 - 16 October 2004. This unit price should be quoted as one lump sum for the two week period. NAICS 561720 | 1 | Lump Sum | | |
| | | | | NET AMT | |

FOB: Destination

PERFORMANCE WORK STATEMENT

**PARK CUSTODIAN
NEMO/PITTSBURG PARK AREAS
POMME DE TERRE LAKE PROJECT**

Notice to Vendors

1. 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 nonresponsive 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

2. 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.

3. 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.

4. 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) Equipment.

5. 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 should be aware that first cleanings (after facilities have been closed for a period of time) may require more time and effort than services performed at other times.

7. 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.

8. Quoters should note that servicing at Pittsburg Park has been removed and will be performed under a separate contract. Pittsburg Park had been included in previous Nemo Park Custodian Contracts. This change reduces the facilities to be serviced daily and removes travel (15 miles) requirement between Nemo and Pittsburg Parks.

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

PERFORMANCE WORK STATEMENT (PWS) NEMO PARK CUSTODIAN

1. General Information

1.1 Background Park Custodian procurements utilized by the Pomme de Terre Lake Project, Kansas City District, Corps of Engineers, encompass cleaning of facilities, restocking of consumables, and miscellaneous duties.

1.2 Scope of Work

The Contractor shall serve as a live-in Park Custodian and must be over 21 years of age. The Contractor shall furnish labor, equipment, and supplies to provide custodial services in the Nemo Park at Pomme de Terre Lake Project, near Hermitage, Missouri as described in the attached performance work statement (PWS) and elsewhere in the contract.

1.3 Dates of Performance Actual duties will be performed during the recreation season beginning 16 April and continuing through 16 October. This contract shall be effective on the date of award and shall remain in full force and effect through 30 September. Effective dates for renewal option (if exercised) shall be from 1 October through 16 October.

1.4 Hours of Operation At least one person shall perform duties in the park area six days per week during the hours of scheduled services in paragraph 5.2. Tuesday shall be the Contractor's day off, except when Tuesday is the first or last day of the service period. On-site overnight occupancy shall be required on Friday, Saturday, and holiday evenings to handle any occurrences that may occur during heavily used times. Contractor will service any area upon request when a non-routine occurrence is created to minimize customer complaints.

1.5 Post-Award Conference

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

1.6 Quality Control

1.6.1 The Contractor will develop a Quality Control Plan designed to demonstrate how the Contractor will meet contract requirements and will be submitted for approval prior to work on this contract. The contractor must provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

1.6.2 The Contractor shall designate, in writing if other than the contractor, a responsible on-site representative of each work crew who shall serve as the contact for matters involving quality and performance or nonperformance of the required work assigned to that crew. The government reserves the right to discuss park custodian matters regarding quality, performance or nonperformance with any employee on-site and currently employed by the contractor.

1.6.3 The Contractor shall submit in writing, for approval of the Contracting Officer, a detailed work schedule, including order of facilities serviced, with an approximate time of performance for cleanups. The purpose of the schedule is to insure that quality assurance inspection by Government personnel is compatible with the Contractor's work schedule. The work schedule shall be submitted within 15 days after starting date of the service requirement. Any proposed deviation from the approved schedule shall be submitted in writing to the Contracting Officer for approval prior to change.

1.7 Quality Assurance

1.7.1 A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and administers the Plan through Quality Assurance Evaluators (QAE)s.

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

1.7.3 If any of the services do not conform to contract requirements, the government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. 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.

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

1.8 Coordination with the Project Office

1.8.1 The Contractor shall move onto the site location a minimum of two but not more than five days prior to the start of the service period. All costs for moving onto and from the location shall be borne by the Contractor. The Contractor shall remove his trailer and all personal property from Government furnished campsite not later than seven days after the end of the service period. Water service may be terminated anytime after the end of the service period.

1.8.2 The Contractor's representative at the job shall enter the time work began and completed on a Contractor's Daily Worksheet. Completed and signed worksheets shall be delivered each day work is performed, as directed by the Contracting Officer's Representative. Contractor Daily Worksheet forms will be furnished by the Government.

1.8.3 Day to day contact with Government personnel, and telephone communication shall normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project Office as necessary to insure strict compliance with the terms of this contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times. However, upon notice, the Contractor shall attend meetings regarding matters affecting this contract.

1.8.4 To assist the visiting public in reclaiming lost articles, all property left by visitors and found during cleanup operations shall be turned in to the park attendant booth, or a member of the Pomme de Terre Ranger Staff. Found property shall be documented on the daily worksheet.

1.8.5 Any evidence of vandalism, instances of facilities not operating properly, or are in need of repair, and any safety hazard shall be promptly reported to project personnel.

1.9 Contractor Personnel

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

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

1.10 Safety Requirements

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.

1.10.1 The contractor shall display a sign reading "CLOSED FOR CLEANING" at the entrance of all facilities during cleaning operations.

1.11 Insurance The Contractor shall provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required by the State of Missouri. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, a binder issued by the insurer, or a vehicle insurance card. Proof of proper insurance shall be delivered to the Contracting Officer either at the post award conference or prior to starting work. Information regarding State requirements may be obtained by contacting Division of Insurance, 573-751-4126 or www.insurance.state.mo.us

| <u>Type of Insurance</u> | <u>Amount</u> |
|---------------------------------|---|
| Workers Compensation | In accordance with applicable State Statute |
| Employers Liability | In accordance with applicable State Statute |
| Commercial General Liability | In accordance with applicable State Statute |
| Commercial Automobile Liability | In accordance with applicable State Statute |

1.12 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.

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

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

Clean: As used generally, means free of all foreign matter, film, spots, streaks, dirt or impurities. As used for acceptance of work means gleaming, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy.

Contracting officer's representative means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Debris: Any articles, or parts thereof, such as paper, gum, litter, strings, cigarette butts, leaves, and sand.

Dirt: Particles of sand, soil, grit, or pebbles; mud, dust, tar, liquid stains, vomit, feces and/or ashes.

Foreign Matter: Any articles, or parts thereof, not belonging to the place found.

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

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

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

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

3. Government-Furnished Equipment, Materials and Supplies Government-Furnished materials and supplies are provided to the Contractor only for use in performing work specified in this contract. Damages or loss while in the Contractor's possession shall be reported to the Contracting Officer or his authorized representative within 24 hours.

3.1 The Government shall provide a campsite for the Contractor's trailer, and utility consisting of water, electricity, sewer and telephone hookup. In addition, the campsite shall include a storage building, picnic table, and refuse container. Refuse collection service is provided at the park dumpster. Keys to facilities will be loaned during performance of contract.

3.2 The following consumable items shall be furnished to the Contractor by the Government from stock. The Government shall retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

1. Toilet tissue
2. Plastic trash bags
3. Water for cleaning
4. Wood chips for compost toilet
5. Contractor Daily Worksheets
6. Cap and name tags

4. Contractor Furnished Equipment and Supplies The Contractor shall furnish all equipment and supplies not identified in paragraph 3 of this PWS as Government-Furnished supplies and equipment and as specifically identified in this section. All contractor-furnished equipment and supplies must be approved by the Contracting Officer prior to initial use.

4.1 A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or "Pop-Up" type tent campers shall not be permitted. If self-propelled units are utilized, they shall remain on jacks (blocked up for the duration of contract), and shall not be used as transportation. The unit shall present a neat appearance when parked at a location designated by the Contracting Officer. The Contractor shall maintain the area where the trailer is parked in a clean manner at all times. No animal pens will be allowed. The Contractor's pets shall be confined on a leash of six feet or less in length. Flower or vegetable gardens will be allowed in the immediate area, as approved by the Contracting Officer.

4.2 Transportation vehicle(s), other than specified in 4.1 above, for use in performing the requirements of this contract.

4.3 A pressure water pump and tank for water supply that is approved by the Contracting Officer. The pump shall be capable of delivering an adequate stream of water at 1200 psi minimum to flush/rinse facilities being serviced. NOTE: The use of a pressure water pump is not mandatory if the Contractor is able to obtain satisfactory results by hand. The government reserves the right to require the use of a pressure water pump, at any time, if it becomes apparent that satisfactory results are not being maintained.

4.4 The Contractor shall furnish all necessary equipment and supplies such as brooms, brushes, squeegees, cleansers, sign reading "CLOSED FOR CLEANING," and all other equipment necessary to accomplish the required work.

4.5 Telephone and installation at trailer site or cell phone.

5. Specific Tasks

5.1 General Information

Cleanup of facilities is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced as specified. In the event that an area or facilities within an area are missed, or are not properly cleaned, the Contractor shall re-clean the area or affected facilities immediately upon receipt of such notice from the Contracting Officer or his Authorized Representative.

Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

5.2 Scheduled Services

5.2.1 All scheduled services, daily or bi-weekly, shall begin on April 16 regardless of the day of the week and shall be performed on October 16 regardless of the day of the week. All facilities will require a minimum of once daily cleaning. Facilities requiring cleaning two times per day shall be completed by approximately 8:00 a.m. and at 5:00 p.m. Facilities requiring cleaning three times per day shall be completed by approximately 6:00 a.m., at 12:00 noon, and at 6:00 p.m.

5.2.2 The following facilities shall be cleaned twice daily on Saturday and Sunday for the period of 16 April through 15 May and 16 – 30 September, and 1 – 16 October (if exercised): Nemo Park Shower/Latrines and Flush Toilets.

The following facilities shall be cleaned twice daily on Monday, Wednesday, Thursday, and Friday for the period of 16 May through 15 September: Nemo Park Shower/Latrines, Flush Toilets, and Changehouses.

The following facilities shall be cleaned three times daily on Saturday and Sunday and holidays for the period of 16 May through 15 September: Nemo Park Shower/Latrines, Flush Toilets and Changehouses.

Nemo Compost Toilets shall be cleaned twice daily on Saturday and Sunday for the period of 16 May through 15 September.

Final cleanings of the Nemo Park Shower/Latrines and Flush Toilets shall be completed after 10:00 a.m. on October 16. Contractor shall lock these facilities after final cleaning and unused supplies and keys will be returned to the Contracting Officer Representative.

5.2.3 All work shall be accomplished within the timeframes specified above. Services rendered outside the time periods specified shall not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative.

5.3 Schedule of Duties

5.3.1 Daily Perform cleanup each day services are required to include all facilities. All facilities shall be checked daily and cleaned (See Section 2. Definitions) as necessary.

5.3.2 Bi-Weekly

Provide services bi-weekly on Monday and Friday to clean the following areas: Shower/Latrines; Compost, Flush-Type Toilets; Change houses, Group Shelter; Litter Pickup; Water Fountains; Grills and Firerings, and Refuse Containers. Bi-Weekly cleanings are in addition to daily cleanings and are construed to be more detailed cleanings of all aspects of the facilities as opposed to the daily cleaning service. The bi-weekly cleaning will be the first scheduled service on days designated with more than one servicing.

5.4 Service Facilities / Areas

| <u>Facilities</u> | <u>Quantity</u> |
|------------------------------|---------------------------------|
| Group Shelters (tables) | 1 (6) |
| Dump Station | 1 |
| Unisex Shower/Latrine | 1 |
| Unisex Toilet | 1 |
| Shower/Latrine/Laundry | 1 |
| Compost Toilet | 2 |
| Changehouses | 2 |
| Cold Water Shower Point | 1 |
| Water Fountain | 1 |
| Water Hydrants | 15 |
| Bulletin Boards | 3 |
| Playground | 1 |
| Concrete Playcourt | 1 |
| Amphitheater | 1 |
| Phone Shelter | 1 |
| Picnic Shelters (tables) | 2 (4) to be constructed in 2004 |
| Refuse Containers (cans)** | 12 |
| Grills, Firerings & Tables** | 135 |
| Litter Pickup | 50 acres* |
| Courtesy Docks | 1 |
| Sidewalks | 810 sq.yds.* |

***NOTE:** Quantities are estimated. The Contractor shall be responsible for determining quantities and conditions affecting the performance of this contract.

**Total number of grills, firerings, tables and refuse containers shall be subject to a variation of +/- 10% at no change in contract price.

5.5 Shower/latrines, flush-type and compost toilets, and change houses:

5.5.1 Ceilings - Clean ceilings on inside and overhang on outside of buildings to remove spider webs, dust, bird and insect nests, dirt, and insect spots. If soap or disinfectant is used, rinse with clean water.

5.5.2 Walls, shower stalls, benches, partitions, stools (flush-type), wash basins, doors and refuse containers – Clean and disinfect to ensure free of all dirt, oil, lotions, soap residue, calcium deposits or other foreign matter. All surfaces including soap trays, faucets, stool lids, handicap bars, etc. shall present a dried polished appearance free of cleaning solution, disinfectant, water spots, etc. Exterior walls shall have spider webs, dust, bird and insect nests, debris and foreign matter removed.

5.5.3 Floors and floor drain plates – Shall be disinfected and free of all foreign matter, trash, and excess water.

5.5.4 Mirrors – Shall be free of dirt, dust, smudges and streaks.

5.5.5 Stools – Non-waterborne (compost-type) - Risers outside, seats and lids shall be cleaned and disinfected to provide a surface free of foreign matter. Seats shall present a dry appearance free of disinfectant and water spots. Risers inside shall be cleaned with water only or a bio-compatible cleaner. Extreme care shall be taken not to let any cleanser or disinfectant into the compost toilet units. Non-bio-compatible elements allowed in the composter will destroy the composting process.

5.5.6 Washers and dryers – Both the inside and outside shall be maintained in a clean condition free of dirt or detergent residue. Lint screens of dryers shall be cleaned during each bi-weekly cleaning.

5.5.7 Light Fixtures - Remove all dirt, dust, bugs, cobwebs, smudges, and streaks from fixtures, bulbs and covers. Reinstall covers.

5.5.8 Toilet Paper Dispensers - All toilet paper dispensers on structures serviced under this contract shall be kept fully supplied.

5.5.8.1 All paper shall be protected to prevent wetting during cleaning operations. Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning.

5.6 Group/Picnic Shelters Note: Pressure water pump and/or garden hose will be needed to obtain satisfactory results at picnic shelters.

5.6.1 Ceiling, beams, trusses, and overhang shall be clean and free of all dirt, spider webs, dust, bird and insect nests, and foreign matter and provide a clean condition.

5.6.2 Table tops, seats, and floor slabs shall be cleaned and disinfected to ensure a condition free of all dirt, food particles, foreign matter, and excess water.

5.7 Refuse and litter handling (facilities):

5.7.1 All trash, litter, debris or residue (including but not limited to cigarette butts, bottle caps, snap tabs and paper) within or immediately adjacent to the facility being serviced shall be removed. At no time shall trash or debris be swept or washed out of a facility and left.

5.7.2 Refuse containers located within the facility being serviced shall have all trash, litter, debris or residue removed. The containers shall present a clean and odor free condition. Plastic liners shall be replaced.

5.7.3 Exterior refuse containers (excluding dumpsters) placed at various locations throughout the park area shall be cleaned and emptied and the refuse placed in centrally located dumpsters. A new plastic liner shall be installed in containers (as needed) and the lids reinstalled on the containers. Exterior refuse containers and holders shall present a clean odor free condition. When odor becomes prevalent in trash containers or they become full prior to regular scheduled servicing the Contractor shall empty and wash containers and holders as needed to provide sanitary conditions for the public.

5.8 Refuse and litter handling (park areas, roadways, beaches, playgrounds, boat ramps, and parking areas):

5.8.1 All mowed park areas, on and adjacent to roadways, and parking areas, and on and adjacent roadways and parking areas, and on and adjacent to beach and boat ramp areas (including boat ramp riprap areas) shall be free of litter and debris. Litter and debris shall be placed in the nearest refuse container

5.8.2 The contractor shall ensure that campsites are free of all trash and debris left on or near the site.

5.9 Sidewalks, Playcourt and Cold Water Shower Point:

5.9.1 All sidewalks, playcourt and cold water shower point shall be free of debris, stains, and residue (any) excess water shall be removed. All accumulations of sand beneath the shower point shall be removed.

5.9.2 Cracks between sidewalk sections, and along buildings and/or graveled or paved areas within 10 feet of facility being serviced shall be kept free of grass and weeds. Grass and weeds removed shall be disposed of in brush or wooded areas outside the normal park mowing areas. Grass or weeds shall not be placed in a refuse container or dumpster.

5.10 Water fountains - Shall be cleaned and disinfected to remove all residue and stains.

5.11 Water hydrants - shall be cleaned to remove all cobwebs and debris from the fixtures and from the immediate vicinity.

5.12 Dump station - shall be cleaned and disinfected.

5.13 Courtesy dock - shall be cleaned and disinfected as necessary and shall be free of debris, stains, and residue, any excess water shall be removed.

5.14 Charcoal grills, fire rings, and picnic tables:

5.14.1 Grills, fire rings, and cooking surfaces shall be cleaned of debris, ashes, food particles, and other foreign matter. Remove all debris, litter, ashes and coals on the ground in the immediate vicinity of grills and fire rings. Grills, and firerings containing live ashes or warm coals shall be left undisturbed and shall be cleaned at the next regularly scheduled cleaning.

5.14.2 Picnic tables on unoccupied campsites and unoccupied tables in visitor areas shall be checked each day services are performed to ensure that clean conditions exist. Tables shall be cleaned by removing all foreign matter to include cleaning solution residue.

5.15 Park benches, playground equipment, amphitheater, phone shelter and bulletin boards: shall be kept clean and free from cobwebs, bird droppings, insect nests foreign matter, and debris. The outside glass of visitor bulletin boards glass shall be free of dust, smudges and streaks.

5.16 Miscellaneous Duties: To insure proper operation of the composting toilets the contractor shall add wood chips (government furnished) to the compost as directed by the Contracting Officer but not exceeding once daily.

6. Applicable Publications and Forms Attached

6.1 Performance Requirements Summary

6.2 Contractor Daily Worksheet

6.3 Department of Labor Wage Rates

6.4 MAP: Information on Pomme de Terre Lake be found on the Internet at http://www.nwk.usace.army.mil/pommedeterre/pomme_home.htm

6.5 Jobsite Diagrams

Performance Requirements Summary (PRS)

ALP = Acceptable Level of Performance

| Section (Para) | Contract Requirement | Performance Standard | Lot Description | ALP (%) | Method of Surveillance |
|-----------------------|---|---|----------------------------|----------------|---|
| 5.3.1 | Daily Cleanup | Clean/service all facilities to "clean" definition in Section 2 | 27 services per month | 4% | Random Sample, Validated Customer Complaint |
| 5.3.2 | Bi-Weekly Cleanup | Clean/service shower/latrines, toilets change houses, shelters, litter pickup water fountains, grill/fire rings and refuse containers to "clean" definition in Section 2 | 8 services per month | 4% | Random Sample, Validated Customer Complaint |
| 5.5 | Shower/latrines, Toilets, and Change Houses | Clean ceilings, walls, shower stalls, benches, partitions, stools, wash basins, doors, refuse containers, floors, mirrors, washers and dryers, light fixtures, toilet paper dispensers to "clean" definition in Section 2 | 27 - 64 services per month | 4% | Random Sample, Validated Customer Complaint |
| 5.6 | Group Shelters | Clean all shelter elements to "clean" definition in section 2 | 27 -64 services per month | 4% | Random Sample, Validated Customer Complaint |
| 5.7 & 5.8 | Refuse and litter handling | Clean all facilities and areas per definition in section 2 | 27- 54 services per month | 4% | Random Sample, Validated Customer Complaint |
| 5.9 | Sidewalks, Playcourt and Cold Water Shower Point | Clean all elements per definition in section 2 | 27 – 54 services per month | 4% | Random Sample, Validated Customer Complaint |
| 5.10 thru 5.16 | Water fountains, hydrants, dump station, courtesy docks, grills, fire rings, picnic tables, benches, playground equipment, amphitheater, phone shelter, bulletin boards, and miscellaneous duties | Clean all elements per definition in section 2 | 27-54 services per month | 4% | Random Sample, Validated Customer Complaint |

Attachment 6.1

**Park Custodian Daily Worksheet
Nemo Park Pomme de Terre Lake**

Contract No. _____

Date: _____

Nemo Park Facilities

16 Apr – 15 May and 16 Sep – 16 Oct

| Time In | Mon | Wed | Thu | Fri | Sat | Sun | Time Out |
|---------|-----------|-------|-------|-----------|-----------------------|-----------------------|----------|
| | Bi-Weekly | Daily | Daily | Bi-Weekly | 1 st Daily | 1 st Daily | |
| | | | | | 2 nd Daily | 2 nd Daily | |

16 May - 15 Sep

| Time In | Mon | Wed | Thu | Fri | Sat | Sun | Time Out |
|---------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------|
| | Bi-Weekly/ Daily | 1 st Daily | 1 st Daily | Bi-Weekly/ Daily | 1 st Daily | 1 st Daily | |
| | 2 nd Daily | |
| | | | | | 3 rd Daily | 3 rd Daily | |

Service Facilities Daily

- Shower/Latrine/Laundry
- Unisex Shower/Latrine
- Unisex Toilet
- Changehouses
- Cold Water Shower Point
- Group Shelter
- Compost Toilets
- Dump Station
- Water Fountains
- Water Hydrants
- Picnic Shelters
- Courtesy Dock
- Sidewalks
- Refuse Containers
- Grills and Fire Rings
- Tables
- Litter Pickup
- Bulletin Boards
- Playground
- Concrete Playcourt
- Amphitheater
- Phone Shelter

Service Facilities Bi-Weekly

- Shower/Latrine/Laundry
- Unisex Shower/Latrine
- Unisex Toilet
- Changehouses
- Group Shelter
- Compost Toilets
- Water Fountains
- Refuse Containers
- Grills and Fire Rings
- Litter Pickup

Service Facilities 3rd Daily

- Shower/Latrine/Laundry
- Unisex Shower/Latrine
- Unisex Toilet
- Changehouses

Contractor Comments:

(signature)
Contractor's Representative

| | |
|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON D.C. 20210 |
| | Wage Determination No.: 1994-2311 |
| William W.Gross | Revision No.: 21 |
| Director | Date Of Revision: 06/12/2003 |

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 |

Attachment 6.3

| | |
|---|-------|
| 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: \$2.36 an hour or \$94.40 a week or \$409.07 a month

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PERSONAL INFORMATION/EXPERIENCE

1. PAST PERFORMANCE/EXPERIENCE - Please list experience you have in park custodian or related services.

Please list references with knowledge of your work experience:

NAME

PHONE NUMBER

2. EMPLOYEES AVAILABLE TO PERFORM SERVICES - Please list the number of employees by work titles you would have working on this contract.

3. EQUIPMENT - Please list equipment you would use to complete the services of this contract.

4. OTHER INFORMATION - List any other information you feel relevant to the award of this contract.

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(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.

(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; (4) Equipment. 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 (JUN 2003)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less
 ___ 51 - 100 ___ \$1,000,001 - \$2 million
 ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
 ___ 251 - 500 ___ \$3,500,001 - \$5 million
 ___ 501 - 750 ___ \$5,000,001 - \$10 million
 ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
 ___ Over 1,000 ___ Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| | |
| | |
| | |

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

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

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

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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require

repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.--

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

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

- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its

information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (OCT 2003)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (MAY 2002) of 52.225-3.
- ___ (iii) Alternate II (MAY 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 1984) of 52.247-64.

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

- X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

52.214-5000 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:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) 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 6 months.

(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.arent.gov/far

(End of clause)