

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1 REQUISITION NUMBER W59XUW-4196-8603		PAGE 1 OF 52					
2 CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0100		6. SOLICITATION ISSUE DATE 01-Sep-2004			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 04:30 PM 17 Sep 2004			
9. ISSUED BY CONTRACTING DIVISION 601 E. 12TH STREET ROOM 757 KANSAS CITY MO 64106-2896		CODE		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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		
TEL:				NAICS: 561720			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
FAX:				SIZE STANDARD: 14,000,000			13b. RATING				
15. DELIVER TO MISSOURI RIVER AREA OFFICE PO BOX 303 NAPOLEON MO 64074 TEL: FAX:		CODE		FOMO		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 (For Govt. Use Only)				
<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 <b>2</b> COPIES <input checked="" type="checkbox"/> 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:			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	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 05 JANITORIAL SERVICES FOR FO-MO	1	Lump Sum		
	FO-MO FY05 NEW CONTRACT FOR JANITORIAL SERVICES FOR THE MISSOURI RIVER AREA OFFICE ADMINISTRATIVE BUILDING IN NAPOLEON, MO, IN ACCORDANCE WITH ATTACHED SCOPE OF WORK, DURING THE PERIOD 1 OCTOBER 2004 - 30 SEPTEMBER 2005. CURRENT DOL WAGE DETERMINATIONS ARE ATTACHED.				
	TECHNICAL POC IS LARRY IRVIN, 816-240-8131. ADMINISTRATIVE POC IS MARK KRAFT, 816-983-3828.				
0002	FY 06 JANITORIAL SERVICES FOR FO-MO	1	Lump Sum		
OPTION	Option Year 1				
0003	FY 07 JANITORIAL SERVICES-FO-MO	1	Lump Sum		
OPTION	Option Year 2				
0004	FY 08 JANITORIAL SERVICES-FO-MO	1	Lump Sum		
OPTION	Option Year 3				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FY 09 JANITORIAL SERVICES-F0-MO	1	Lump Sum		
OPTION	Option Year 4				

NOTICE TO VENDORS

**Janitorial Services  
Missouri River Area Office, Napoleon, Missouri**

**NOTICE TO VENDORS**

- A. The terms offerors, bidders and vendors are interchangeable and thus mean the same when used in this solicitation. Proposals, quotes and offers are also interchangeable and thus mean the same when used in this solicitation.
- B. Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.
- C. A purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this RFQ will be evaluated using the factors listed below.

## Evaluation Factors:

**Factor 1 - Past Performance** - will be evaluated for the quality of services, timeliness of performance, and customer satisfaction.

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

**Factor 3 - Price**

## Relative Importance of Factors:

Past Performance will be evaluated with more importance than Experience. Price/Cost, while important, will not be scored but will be evaluated for reasonableness and will be a consideration in the final selection decision.

D. PROPOSAL SUBMITTAL REQUIREMENTS: The following documentation must be submitted as part of your offer to evaluate the factors used to determine best value.

## PAST PERFORMANCE:

a. **You are to send the enclosed Cover Letter and Past Performance Questionnaire to three references** that can verify your performance on work similar in nature and complexity of this requirement. References should return the forms directly to the Government Point of Contact indicated on the Cover Letter within three days of receipt. The government may obtain additional information related to Past Performance from sources other than the Questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or other parties.

You are to submit the names, addresses, and telephone numbers of your Three references in a cover letter with your offer.

2. EXPERIENCE. An attached quoters work experience statement form is provided and shall be completed. If additional space is needed, the form may be duplicated as necessary.

- 3. PRICE/COST. Complete the pricing schedule on pages 3 and 4 of this RFQ.
- 4. Clause 52.212-3 Offeror representations and Certifications-Commercial Items. Fill-in pages 24 through 31 of this RFQ.

RETURN page 1 through 17 (total 17 pages) to:

USAED, KANSAS CITY  
W912DQ-04-T-0100  
Attn: Mark Kraft  
601 E. 12<sup>TH</sup> STREET, Room 760  
KANSAS CITY, MO 64106

E. Vendor's attention is directed to E-Far 52.000.4013, wherein are procedures for correction of Arithmetic Discrepancies.

F. VISA IMPAC cards can be used to pay individual invoices (up to \$25K). Do you accept the government (IMPAC) credit card for payment? Yes No.

G. This is a flood control project. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract. In the event that inundation materially affects the scope of work, the contractor shall be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to the contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled "Changes." Payment for services not performed as a result of conditions stated above shall be initially withheld until execution of an equitable adjustment can be made by contract modification.

H. Existing Wage Rates are attached.

I. SITE VISIT: 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, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The Missouri River Area Office is located in Napoleon, Missouri. Telephone (816-2410-8131)

J. Successful quoter must be registered with Central Contractor Registration before contract award, during performance, and through final payment. For registration information call 1-888-227-2423.

K. 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. Quotes from persons who cannot be contacted by telephone over a two-day period during normal office hours (8 a.m. through 4 p.m., C.S.T.) within the one-week period following quote closing, will be considered non-responsive and removed from further consideration. QUOTER MAY BE CONTACTED AT ( ) - .

JANITORIAL SERVICES

Section C – Description or Specifications or Work Statement

TECHNICAL SPECIFICATIONS  
JANITORIAL SERVICES

- 1. SCOPE OF CONTRACT:

A. The services to be furnished under this contract shall consist of a postaward conference, and all labor, material and equipment to complete work as described under the schedule to maintain the facilities at the Missouri River Area Office, Napoleon, Missouri, in a clean and orderly condition in accordance with general commercial practices. The services will apply to the entire Area Office including the loft in the rear of the building but excluding the paint storage room (see attached floor plan).

2. DUTIES:

The Contractor's duties and responsibilities shall be as follows:

- A. POSTAWARD CONFERENCE: After award, but prior to the commencement of work during the base year and any exercised options, the Contractor shall meet with the Contracting Officer's Representative at the Area Office for the purpose of discussing the plan of execution of the work required under this contract.
- B. DOCUMENTS AND CORRESPONDENCE: After award, documents and related correspondence pertaining to the daily execution of this contract shall be routed through the appointed Contracting Officer's Representative at the Area Office.
- C. TASKS: The following listed tasks shall be performed in the time frames indicated.
- i) A Legend is provided to indicate the frequency of each service to be performed as specified in Section F, Paragraph 2. (b).
  - ii) Care shall be taken to prevent contamination of parts, tools, disassembled machinery, etc. with dirt, dust, water or chemicals from cleaning. Contractor shall clean around moving machines, tools and equipment without moving them.
  - iii) All quantities are estimated. The Contractor shall be responsible for determining how site conditions will affect performance of this work.

3. WORKMANSHIP:

- A. The Missouri River Area Office is a facility with high public visibility. Such areas or buildings often form the visitor's "first impression" of the Corps of Engineers, and janitorial services provided will be expected to meet a level of high public scrutiny.
- B. In order to assure that the required level of services are performed, the Contractor shall designate, in writing, a responsible member of each work crew who shall serve as the point of contact for matters involving quality and performance or nonperformance of the required work under this contract. The designated employee shall be qualified and fully competent with full authority to act for, and on behalf of, the Contractor as necessary to insure that the required work is performed in accordance with the specifications contained in this contract. The Contractor shall furnish the above written designation to the Contracting Officer's Representative at the project no later than the first day of work. The designation shall include name (s), address (es), and telephone number (s) of the responsible individual (s). The Contracting Officer reserves the right to disapprove any individual whom (s)he considers to be incompetent to perform the work required. Such disapprovals will be given to the Contractor by written notice, and the Contracting Officer's decision shall be final.
- C. All contractor personnel shall be fully clothed, at all times, while performing these services. "Fully clothed" shall be defined as meaning employees shall wear a shirt (or T-shirt), trousers and shoes at all times. Clothing shall be clean and neat in appearance.
- D. Contractor personnel shall utilize fact, diplomacy, and courtesy at all times during contact with the public.
- E. NOTE: Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. It shall be the responsibility of the Contractor to 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.

- F. 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 Contracting Officer's Representative.
- G. Any evidence of vandalism, instances of facilities not operating properly, or facilities in need of repair shall be reported to the Contracting Officer's Representative.

4. PERFORMANCE:

- A. Buildings and fixtures; e.g., baseboards, door trim, furniture, etc., shall NOT be scratched or disfigured by tools utilized in cleaning. Furniture and other items moved during cleaning shall be returned to their proper locations. Upon completion, rooms shall appear orderly and well maintained.
- B. Care shall be taken to insure that no staining of floor, baseboards, walls, furniture or woodwork results from water or chemicals used in performance of services.
- C. Janitorial service is directly related to public health and sanitation; therefore, it is essential that all facilities are services in accordance with public health regulations. In the event that an area or items within a facility are missed or are not properly cleaned, the Contractor agrees to return and reclean the area or affected items immediately upon receipt of such notice from the Contracting Officer or his/her Contracting Officer's Representative.
- D. If it becomes apparent to the Government during the Contractor's performance that the required services are unsatisfactory or may not be completed within the time required herein, the Contracting Officer may require the Contractor to provide additional labor and equipment at no additional cost to the Government. Such direction will be issued to insure that required services will be satisfactorily completed within the time frame specified (between the non duty office hours of 4:30 p.m. to 6:00 a.m. of the following morning except as otherwise provided).
- E. The Contractor shall establish a work schedule within the times set forth in Section F, DELIVERIES OR PERFORMANCE, indicating the hours during which services is expected to be performed on a regular basis. The schedule shall be submitted in writing to the Contracting Officer's Representative for his approval no later than the first day of work. Any changes to an approved schedule shall be submitted for approval of the Contracting Officer's Representative prior to implementing the change.

**SECTION F – Delivery and Performance**

**DELIVERIES OR PERFORMANCE**

1. EFFECTIVE DATE OF THIS INSTRUMENT:

- A. This Purchase Order shall be effective 1 October, 2004 and shall remain in full force and effect through 30 September, 2005.

- B. Effective dates for option years (if exercised) shall be from 1 October through 30 September of the option year exercised.

2. PERIOD OF REQUIRED SERVICES:

- A. All cleaning services shall be performed any time between the non duty office hours of 4:30 p.m. to 6:00 a.m. of the following morning except as otherwise provided for herein, at such times and in such manner as not to interfere with office operations.
- B. Services shall be as follows:
- i) Daily duties: 5 times per week, Sunday through Thursday, except that no services will be required on Federal holidays (10 per year).
  - ii) Once weekly duties: Duties will be performed during the weekend clean-ups.
  - iii) Monthly duties: Once during the first week of each month.
  - iv) Every other month duties: Once during the first week of October, December, February, April, June and August.
  - v) Quarterly duties: Once during the first week of October, January, April and July.
  - vi) Semiannual duties: Once during the first week of October and April.
  - vii) Annual duties: Once during the first week of March.
- C. All work shall be accomplished within the time frames specified above. Services rendered outside of the time periods specified will not be compensated unless specifically approved in writing by the Contracting Officer.

SECTION G -- Contract Administration Data

JANITORIAL CONTRACT ADMINISTRATION DATA

1. PAYMENT:

A. Payments for services shall be based on 1/12<sup>th</sup> of the yearly price as itemized in the Bid Schedule.

B. Payment will be made monthly by the USACE Finance Center, 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. The only time constructive acceptance will not be used is if actual acceptance occurs before constructive acceptance. Constructive acceptance is deemed to occur on the 7<sup>th</sup> calendar day after delivery. Under the terms of this contract, invoices are to be submitted monthly to the U.S. Army Corps of Engineers, at the address specified.

2. WITHHOLDING:

A. NOTE: PAYMENT WILL NOT BE MADE FOR WORK NOT PERFORMED.

B. In the event of unsatisfactory performance of specified work, the Contractor may be directed to correct the unsatisfactory services at no additional cost to the Government. Failure of the Contractor to perform the work as specified, or to reperform work as directed, will result in withholding of payment for the portion (s) of the work not accomplished. Amount to be withheld will be determined using the terms found under FAR 52.246-4.

3. PERFORMANCE BY THIRD PARTY OR GOVERNMENT PERSONNEL: In addition to the above remedies for nonperformance, the Government reserves the right to cause the specified work to be performed by a third party or Government forces and the cost incurred thereby will be levied against the Contractor. Any time Government forces are used because of Contractor's nonperformance, the cost levied against the Contractor will include all direct cost associated with the performance of the specified work, plus the loss of efficiency to the Government's productivity experienced by the Government where utilized Government forces are not otherwise available to perform their normal duties. Such inefficiencies are determined as the direct cost to the Government for substitution of the Government forces removed from their normal duties computed on an hourly basis at the applicable wage rate. Government forces will be used only when time is of the essence and the interests of the government would not be served by securing a third party to perform the specified work

SECTION H – Special Contract Requirements

1. GOVERNMENT FURNISH EQUIPMENT, MATERIALS AND SUPPLIES:

- A. Government Furnished Property: – The Government will furnish to the contractor the following identified property to be used in performing the contract. When the property is delivered, the Contractor shall verify its quantity and condition in writing to the Contracting Officer's Representative on Property Control Receipt, ENG Form 4900-R, within 48 hours of receipt. Damages will be reported in writing, to the Contracting Officer's Representative, within 72 hours.

<u>Item (description)</u>	<u>Qty</u>	<u>Where Available</u>	<u>Approx Value</u>
Santaire Vacuum	1	Project Office	\$320.00
Holt Electric Buffer	1	Project Office	\$250.00

- B. Consumable Items: - The following consumable items exempt from accounting procedures as per EFARS 45.105 (a) will be furnished to the Contractor by the Government from stock. The Government will retain control of expendables, to be dispensed by the Contracting Officer's Representative on an as needed basis for use in performance of the contract.
  - i) Toilet tissue.
  - ii) Hand soap.
  - iii) Paper towels (for dispenser use only – NOT to be used for cleaning purposes).
  - iv) Plastic liners for trash cans.

- v) Water for cleaning.
- vi) Contractor daily worksheet forms.
- vii) Waxes/polishes.

2. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES:

A. The Contractor shall furnish the following:

- i) All cleaners necessary to perform required work.
- ii) Brooms, mops, buckets, brushes, etc.
- iii) Carpet shampooer and shampoo.

B. All equipment, materials and supplies shall be approved by the Contracting Officer's Representative, prior to initial use.

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

3. SUBCONTRACTING CONTROL STATEMENT: - The low responsible bidder will be required to have Contracting Officer approval of any subcontracts in excess of \$1,000 prior to award of contract. After award, any changes in subcontracts in excess of \$1,000 shall require Contracting Officer approval prior to award of subcontract.

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

Any injury, property damage, equipment malfunction or safety hazard observed by the Contractor shall be immediately reported to the Area Office and Contracting Officer's Representative (COR).

5. INSURANCE STATEMENT:

A. The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kind and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

B. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for any such period as the laws of the State in which

this contract is to be performed prescribed or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, which ever period is longer.

- C. The Contractor shall insert the substance of this clause including, this paragraph (c), in subcontracts under this contract that requires work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. At least five (5) days before entry of each subcontractor's personnel on the Government installation, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current certificate of insurance, meeting the requirement of paragraph (b) above for each such subcontractor.

THE FOLLOWING SCHEDULE OF INSURANCE IS APPLICABLE

A. Orders of \$10,000.00 to \$25,000.00

<u>TYPE</u>	<u>AMOUNT</u>
Worker's Compensation	Coverage complying with applicable State Statute
Employer's Liability	Minimum Amount of \$100,000.00
Commercial General Liability	Minimum Amount of \$300,000.00 per occurrence.
Commercial Automobile Liability	Minimum Limits of \$100,000 per person and \$300,000 per accident for bodily injury, and \$10,000 per accident for property damage.

B. Orders under \$10,000.00

<u>TYPE</u>	<u>AMOUNT</u>
Worker's Compensation	In accordance with (IAW). Applicable State Statute
Employer's Liability	IAW Applicable State Statute.
Commercial General Liability	IAW Applicable State Statute.
Commercial Automobile Liability	IAW Applicable State Statute.

- C. NOTE: Coverage required under A and B (above) are minimums. If higher limits of coverage are required by State Statute, the Contractor shall be responsible for obtaining such additional coverage. Information regarding State requirement may be obtained by contacting:

Iowa: Purchasing Division and General Services  
(Duncan MacIntyre) 515-281-5776

Kansas: Insurance Commissioner 800-432-2484  
Division of Workers Compensation 913-296-3441

Missouri: Division of Insurance 314-751-3365

WORK EXPERIENCE

**QUOTER'S WORK EXPERIENCE STATEMENT**

Quoter's Name: \_\_\_\_\_

RFQ #            W912DQ-04-T-0100

**Experience No. 1**

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

**Experience No. 2**

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

**Experience No. 3**

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

QUESTIONNAIRES

US ARMY CORPS OF ENGINEERS  
KANSAS CITY DISTRICT  
601 E. 12<sup>TH</sup> ST, ROOM 757

**KANSAS CITY, MO 64106-2986**

Subject: Past Performance Questionnaire

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

\_\_\_\_\_

RE: Past Performance Questionnaire

***Solicitation #W912DQ-04-T-0100***

The US Army Corps of Engineers is soliciting quotes for Janitorial Services to be performed at the Missouri River Area Office.

Offerors interested in submitting quotes for these services are requested to send this letter along with the enclosed Past Performance Questionnaire to references on past and present contracts relevant to this solicitation.

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

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

NAME: Larry Irvin

**E-MAIL ADDRESS:** larry.c.irvin@nwk02.usace.army.mil

TELEPHONE: (816)-240-8131

FAX NUMBER: (816)-934-8215

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

**Past Performance Questionnaire**

RFQ#: W912DQ-04-T-0100 \_\_\_\_\_  
Relationship to Quoter: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
Quoter/Company Name: \_\_\_\_\_  
Location of Service: \_\_\_\_\_ Dates: \_\_\_\_\_  
Contract Number(s) If a federal government contract: \_\_\_\_\_

**1. Quality of Services:**

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

Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_

Comment:

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

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

Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_

Comment:

**3. Customer Satisfaction:**

To what extent were the end users satisfied? How would you rate the quoter's performance in the area of customer satisfaction?

Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_

Comment:

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

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

Comment:

**5. Administrative/Managerial Skills:**

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

Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_

Comment:

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

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

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

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

\_\_\_\_\_

US ARMY CORPS OF ENGINEERS  
KANSAS CITY DISTRICT  
601 E. 12<sup>TH</sup> ST, ROOM 757

**KANSAS CITY, MO 64106-2986**

Subject: Past Performance Questionnaire

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

RE: Past Performance Questionnaire

***Solicitation #W912DQ-04-T-0100***

The US Army Corps of Engineers is soliciting quotes for janitorial services to be performed at the Missouri River Area Office.

Offerors interested in submitting quotes for these services are requested to send this letter along with the enclosed the Past Performance Questionnaire to references on past and present contracts relevant to this solicitation.

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

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

NAME: Larry Irvin

E-MAIL ADDRESS: larry.c.irvin@nwk02.usace.army.mil

TELEPHONE: (816)-240-8131

FAX NUMBER: (816)-934-8215

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

**Past Performance Questionnaire**

RFQ#: W912DQ-04-T-0100 \_\_\_\_\_  
Relationship to Quoter: \_\_\_\_\_  
Description of Work Performed: \_\_\_\_\_  
Quoter/Company Name: \_\_\_\_\_  
Location of Service: \_\_\_\_\_ Dates: \_\_\_\_\_  
Contract Number(s) If a federal government contract: \_\_\_\_\_

**1. Quality of Services:**

How would you rate the quality of the quoter's performance?  
Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_  
Comment:

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

Was the quoter reliable and were contract/job requirements completed timely?  
Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_  
Comment:

**3. Customer Satisfaction:**

To what extent were the end users satisfied? How would you rate the quoter's performance in the area of customer  
satisfaction?  
Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_  
Comment:

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

Yes \_\_\_\_\_ No \_\_\_\_\_  
Comment:

**5. Administrative/Managerial Skills:**

How would you rate the quality of the quoter's administrative/managerial skills?  
Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
experienced significant quality problems \_\_\_\_\_  
Comment:

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

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

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

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

\_\_\_\_\_

US ARMY CORPS OF ENGINEERS  
KANSAS CITY DISTRICT  
601 E. 12<sup>TH</sup> ST, ROOM 757

**KANSAS CITY, MO 64106-2986**

Subject: Past Performance Questionnaire

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

\_\_\_\_\_  
\_\_\_\_\_

RE: Past Performance Questionnaire

***Solicitation #W912DQ-04-T-0100***

The US Army Corps of Engineers is soliciting quotes for janitorial services to be performed at the Missouri River Area Office .

Offerors interested in submitting quotes for these services are requested to send this letter along with the enclosed the Past Performance Questionnaire to references on past and present contracts relevant to this solicitation.

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

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

NAME: Larry C. Irvin

E-MAIL ADDRESS: larry.c.irvin@nwk02.usace.army.mil

TELEPHONE: (816)-983-3828

FAX NUMBER: (816)-934-8215

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

**Past Performance Questionnaire**

RFQ#: W912DQ-04-T-0100 \_\_\_\_\_  
 Relationship to Quoter: \_\_\_\_\_  
 Description of Work Performed: \_\_\_\_\_  
 Quoter/Company Name: \_\_\_\_\_  
 Location of Service: \_\_\_\_\_ Dates: \_\_\_\_\_  
 Contract Number(s) if a federal government contract: \_\_\_\_\_

**1. Quality of Services:**

How would you rate the quality of the quoter's performance?  
 Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
 experienced significant quality problems \_\_\_\_\_  
 Comment: \_\_\_\_\_

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

Was the quoter reliable and were contract/job requirements completed timely?  
 Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
 experienced significant quality problems \_\_\_\_\_  
 Comment: \_\_\_\_\_

**3. Customer Satisfaction:**

To what extent were the end users satisfied? How would you rate the quoter's performance in the area of customer  
 satisfaction?  
 Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
 experienced significant quality problems \_\_\_\_\_  
 Comment: \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_  
 Comment: \_\_\_\_\_

**5. Administrative/Managerial Skills:**

How would you rate the quality of the quoter's administrative/managerial skills?  
 Excellent \_\_\_\_\_ Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_ Unsatisfactory or  
 experienced significant quality problems \_\_\_\_\_  
 Comment: \_\_\_\_\_

YOUR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_  
 TELEPHONE (AREA CODE): \_\_\_\_\_ FAX: \_\_\_\_\_

**REQUIREMENTS-TASK LIST**

Task	Timing
<b>A. FLOOR CLEANING</b>	
1. Carpeted, Approx. 1450 Sq Ft	
*Vacuum and remove spots	Daily
*Shampoo	Semi-Annual

2. Tile, Approx 2560 Sq Ft (Asphalt or Vinyl)	
*Sweep, damp mop, and buff	Daily
*Strip wax, scrub, mop, rewax, buff	Semi-Annual
3. Tile Approx 316 Sq Ft (Ceramic, Quarry, Masonry)	
*Sweep, mop, remove spots, and buff	Daily
4. Concrete Floor - Front Porch Approx 320 Sq Ft	
*Sweep	Daily
*Hose off in non-freezing weather	Monthly
<b>B. FURNITURE (INCLUDE DISPLAYS, CABINETS, SHELVES, ETC.)</b>	
1. Fabric	
*Vacuum upholstery & dust exposed frame	Weekly
*Remove spots or stains, shampoo upholstery, wash, clean and wax exposed frames.	Quarterly
2. Vinyl	
*Dust vinyl upholstery and exposed frame with dry or damp cloth.	Weekly
* Wash vinyl upholstery with wet or damp cloth using cleaner and vinyl preservatives. Wash exposed frame and apply wax preservatives as may be appropriate for the type of frame.	Every 2 Months
3. Wood	
*Dust with dry cloth	Weekly
*Clean and wax exposed surfaces.	Semi-Annual
4. Metal	
*Dust with damp or dry cloth.	Weekly
*Wash with cleanser	Semi-Annual
<b>C. WINDOW ACCESSORIES (23 TOTAL)</b>	
1. Shades and Blinds	
*Dust and vacuum	Monthly
*Take down, wash or dry clean as appropriate for type of blind, and reinstall	Annual
<b>D. GLASS CLEANING</b>	
*Both sides of front entrance door glass, side window and glass dividers (Approx 140 Sq Ft)	Weekly
*Inside surface of exterior windows and both surfaces of glass dividers at interior office doors (Approx 570 Sq Ft)	Monthly
<b>E. DOORS, DOOR FRAMES, WINDOW FRAMES, BATHROOM WALLS (Paneled, painted, papered, tiled, and fabric covered)</b>	
*Spot Clean, wipe down, dust or vacuum according to the surface type	Daily
*Apply wax, or other surface preservatives, as appropriate for the type of surface	Semi-Annual
<b>F. LIGHT FIXTURES (69 TOTAL) **</b>	
*Remove dust and cobwebs	Quarterly
*Remove grillwork, globes, shades, etc. Wash, dust or vacuum	Semi-Annual
**Excludes 4 fixtures in warehouse storage part of building on high ceiling and 2 ceiling fan lights in administrative office.	
<b>G. SINKS, COUNTER TOPS AND APPLIANCES</b>	
*Sinks and counter tops shall be scrubbed and appliances wiped down.	Daily
<b>H. WASTE REMOVAL</b>	
*Empty waste baskets and ash receptacles and wipe clean (Ash receptacles are at building entrance)	Daily

<b>I. WATER FOUNTAINS &amp; RESTROOM FIXTURES</b>	
*Water fountains, lavatories, stools, urinals, partitions, mirrors, chrome fixtures, etc., shall be scrubbed clean, dried, and shiny surfaces buffed with a soft cloth to restore sheen.	Daily
<b>J. CEILINGS</b>	
*Survey ceilings and remove spots, dust and cobwebs	Daily
<b>K. EXTERIOR CLEANING</b>	
<b>1. ROOF OVERHANGS (Soffit and Facia) Approx 320 Sq Ft</b>	
*Remove cobwebs, insect nests, bird nests, etc.	Weekly
*Wash down overhang	Monthly
<b>2. SIDEWALKS - Approx 700 Sq Ft</b>	
*Sweep, pick up, and dispose of litter in trash receptacle	Daily
*Hose off sidewalk, (when temperature is above freezing)	Monthly
<b>L. MISCELLANEOUS</b>	
*Check and replace toiletries (Toilet paper, paper towels, soap, deodorant blocks, as needed)	Daily
*Remove all refuse and debris collected during performance of services and place in a Government furnished trash receptacle.	Daily
*Complete Contractors Daily Worksheet	Daily
*Clean restroom walls	Daily
*Dust picture frames	Weekly
*Clean ventilating registers	Monthly
*Pour one gallon of clean water down each floor drain (Restrooms and Mechanical Room)	Weekly
*Secure area at end of scheduled work (Lights out, building locked, gate locked)	Daily
*Keep janitor's room neat and clean	Daily

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2004 TO 30-SEP-2005	N/A	MISSOURI RIVER AREA OFFICE PO BOX 303 NAPOLEON MO 64074 FOB: Destination	FOMO
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FOMO
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FOMO
0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	FOMO

0005 POP 01-OCT-2008 TO N/A (SAME AS PREVIOUS LOCATION) FOMO  
30-SEP-2009 FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

*Past Performance*

*Experience*

*Price*

Experience and past performance, when combined, are significantly more important than price.

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

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

(End of clause)

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

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

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

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

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

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

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

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

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

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

(ii) It ( ) is, ( ) is not 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--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

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

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

FTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

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(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it 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 forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

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

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

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

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

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

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

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

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

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

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

XX \_\_\_ (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).

XX \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

- XX\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- XX\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- XX\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- XX\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

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

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

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

XX\_\_\_\_\_ (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.). WG 2, Step 2, 12.68 per hour

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

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

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

#### 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

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

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

(g) 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.

(h) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond 30 September 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall 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 shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) 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 will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with 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 reperformance, 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.

(f) 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 for default.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

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

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

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

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

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

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

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

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

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

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

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

\_\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

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

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

\_\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (\_\_\_\_\_ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

\_\_\_\_\_ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

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

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

\_\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

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

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

XX\_\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

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

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

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

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

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

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

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

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

WAGE DETERMINATIONS 94-2307

94-2307 MO,KANSAS CITY

WAGE DETERMINATION NO: 94-2307 REV (27) AREA: MO,KANSAS CITY

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

\*\*\*\*\*  
 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.: 1994-2307  
 William W.Gross Division of | Revision No.: 27  
 Director Wage Determinations | Date Of Revision: 08/04/2004

States: Kansas, Missouri

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.16
01012 - Accounting Clerk II	11.70
01013 - Accounting Clerk III	13.47
01014 - Accounting Clerk IV	16.15
01030 - Court Reporter	15.14
01050 - Dispatcher, Motor Vehicle	17.41
01060 - Document Preparation Clerk	10.15
01070 - Messenger (Courier)	10.15
01090 - Duplicating Machine Operator	11.93
01110 - Film/Tape Librarian	11.02
01115 - General Clerk I	9.72
01116 - General Clerk II	11.51
01117 - General Clerk III	13.36
01118 - General Clerk IV	15.79
01120 - Housing Referral Assistant	17.64
01131 - Key Entry Operator I	10.26
01132 - Key Entry Operator II	12.85
01191 - Order Clerk I	10.88
01192 - Order Clerk II	13.90
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.48
01263 - Personnel Assistant (Employment) III	16.09
01264 - Personnel Assistant (Employment) IV	17.50
01270 - Production Control Clerk	16.60
01290 - Rental Clerk	12.36

01300 - Scheduler, Maintenance	12.92
01311 - Secretary I	12.92
01312 - Secretary II	15.73
01313 - Secretary III	17.64
01314 - Secretary IV	20.94
01315 - Secretary V	23.57
01320 - Service Order Dispatcher	21.18
01341 - Stenographer I	12.30
01342 - Stenographer II	14.05
01400 - Supply Technician	20.94
01420 - Survey Worker (Interviewer)	13.76
01460 - Switchboard Operator-Receptionist	10.85
01510 - Test Examiner	15.73
01520 - Test Proctor	15.73
01531 - Travel Clerk I	10.74
01532 - Travel Clerk II	11.60
01533 - Travel Clerk III	12.46
01611 - Word Processor I	11.96
01612 - Word Processor II	14.63
01613 - Word Processor III	15.22
<b>03000 - Automatic Data Processing Occupations</b>	
03010 - Computer Data Librarian	13.86
03041 - Computer Operator I	13.86
03042 - Computer Operator II	14.88
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	22.85
03045 - Computer Operator V	23.87
03071 - Computer Programmer I (1)	18.97
03072 - Computer Programmer II (1)	23.82
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.06
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.82
<b>05000 - Automotive Service Occupations</b>	
05005 - Automotive Body Repairer, Fiberglass	20.03
05010 - Automotive Glass Installer	18.59
05040 - Automotive Worker	18.59
05070 - Electrician, Automotive	19.32
05100 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	20.03
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
<b>07000 - Food Preparation and Service Occupations</b>	
(not set) - Food Service Worker	9.39
07010 - Baker	13.20
07041 - Cook I	10.31
07042 - Cook II	11.62
07070 - Dishwasher	7.95
07130 - Meat Cutter	13.77

07250 - Waiter/Waitress	8.04
<b>09000 - Furniture Maintenance and Repair Occupations</b>	
09010 - Electrostatic Spray Painter	19.30
09040 - Furniture Handler	14.32
09070 - Furniture Refinisher	19.30
09100 - Furniture Refinisher Helper	15.46
09110 - Furniture Repairer, Minor	17.52
09130 - Upholsterer	19.30
<b>11030 - General Services and Support Occupations</b>	
11030 - Cleaner, Vehicles	9.33
11060 - Elevator Operator	10.79
11090 - Gardener	13.23
11121 - House Keeping Aid I	8.14
11122 - House Keeping Aid II	10.21
11150 - Janitor	10.96
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	8.14
11270 - Pest Controller	14.19
11300 - Refuse Collector	11.35
11330 - Tractor Operator	12.70
11360 - Window Cleaner	11.86
<b>12000 - Health Occupations</b>	
12020 - Dental Assistant	14.64
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.26
12071 - Licensed Practical Nurse I	12.05
12072 - Licensed Practical Nurse II	13.57
12073 - Licensed Practical Nurse III	15.16
12100 - Medical Assistant	12.17
12130 - Medical Laboratory Technician	14.52
12160 - Medical Record Clerk	13.38
12190 - Medical Record Technician	13.62
12221 - Nursing Assistant I	8.76
12222 - Nursing Assistant II	9.86
12223 - Nursing Assistant III	10.75
12224 - Nursing Assistant IV	12.07
12250 - Pharmacy Technician	12.26
12280 - Phlebotomist	12.07
12311 - Registered Nurse I	19.80
12312 - Registered Nurse II	23.45
12313 - Registered Nurse II, Specialist	23.45
12314 - Registered Nurse III	29.73
12315 - Registered Nurse III, Anesthetist	29.73
12316 - Registered Nurse IV	34.11
<b>13000 - Information and Arts Occupations</b>	
13002 - Audiovisual Librarian	17.42
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	24.93
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	16.95
13042 - Illustrator II	19.75
13043 - Illustrator III	23.50
13047 - Librarian	27.29
13050 - Library Technician	12.89
13071 - Photographer I	12.33
13072 - Photographer II	15.85
13073 - Photographer III	17.08
13074 - Photographer IV	20.88
13075 - Photographer V	25.27

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.79	
15030 - Counter Attendant	7.79	
15040 - Dry Cleaner	10.05	
15070 - Finisher, Flatwork, Machine	7.79	
15090 - Presser, Hand	7.79	
15100 - Presser, Machine, Drycleaning	7.79	
15130 - Presser, Machine, Shirts	7.79	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.79	7.79
15190 - Sewing Machine Operator	10.80	
15220 - Tailor	11.54	
15250 - Washer, Machine	8.57	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)		19.30
19040 - Tool and Die Maker	26.12	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator		16.50
21020 - Material Coordinator	19.16	
21030 - Material Expediter	19.16	
21040 - Material Handling Laborer	14.72	
21050 - Order Filler	12.29	
21071 - Forklift Operator	15.25	
21080 - Production Line Worker (Food Processing)		16.85
21100 - Shipping/Receiving Clerk	12.86	
21130 - Shipping Packer	11.00	
21140 - Store Worker I	15.48	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		10.86
21210 - Tools and Parts Attendant	15.32	
21400 - Warehouse Specialist	15.32	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	19.43	
23040 - Aircraft Mechanic Helper	15.01	
23050 - Aircraft Quality Control Inspector	20.07	
23060 - Aircraft Servicer	17.01	
23070 - Aircraft Worker	18.03	
23100 - Appliance Mechanic	19.30	
23120 - Bicycle Repairer	15.18	
23125 - Cable Splicer	24.24	
23130 - Carpenter, Maintenance	20.30	
23140 - Carpet Layer	19.15	
23160 - Electrician, Maintenance	25.30	
23181 - Electronics Technician, Maintenance I		21.13
23182 - Electronics Technician, Maintenance II		26.65
23183 - Electronics Technician, Maintenance III		27.20
23260 - Fabric Worker	17.52	
23290 - Fire Alarm System Mechanic	20.01	
23310 - Fire Extinguisher Repairer	16.50	
23340 - Fuel Distribution System Mechanic	20.01	
23370 - General Maintenance Worker	18.57	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		20.01
23430 - Heavy Equipment Mechanic	20.01	
23440 - Heavy Equipment Operator	20.16	
23460 - Instrument Mechanic	20.01	
23470 - Laborer	10.85	
23500 - Locksmith	19.30	
23530 - Machinery Maintenance Mechanic		20.49
23550 - Machinist, Maintenance	20.01	
23580 - Maintenance Trades Helper	15.46	

23640 - Millwright	23.18	
23700 - Office Appliance Repairer	19.30	
23740 - Painter, Aircraft	20.77	
23760 - Painter, Maintenance	19.30	
23790 - Pipefitter, Maintenance	27.22	
23800 - Plumber, Maintenance	22.10	
23820 - Pneudraulic Systems Mechanic	20.01	
23850 - Rigger	22.01	
23870 - Scale Mechanic	18.57	
23890 - Sheet-Metal Worker, Maintenance	23.12	
23910 - Small Engine Mechanic	18.57	
23930 - Telecommunication Mechanic I	20.92	
23931 - Telecommunication Mechanic II	21.59	
23950 - Telephone Lineman	20.92	
23960 - Welder, Combination, Maintenance	20.01	
23965 - Well Driller	20.01	
23970 - Woodcraft Worker	20.01	
23980 - Woodworker	16.50	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.79	
24580 - Child Care Center Clerk	12.40	
24600 - Chore Aid	8.73	
24630 - Homemaker	14.07	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	20.40	
25040 - Sewage Plant Operator	19.36	
25070 - Stationary Engineer	20.93	
25190 - Ventilation Equipment Tender	15.46	
25210 - Water Treatment Plant Operator	19.30	
27000 - Protective Service Occupations		
(not set) - Police Officer	19.85	
27004 - Alarm Monitor	14.17	
27006 - Corrections Officer	17.29	
27010 - Court Security Officer	19.24	
27040 - Detention Officer	17.29	
27070 - Firefighter	18.87	
27101 - Guard I	11.23	
27102 - Guard II	16.62	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	21.17	
28020 - Hatch Tender	18.40	
28030 - Line Handler	18.40	
28040 - Stevedore I	17.38	
28050 - Stevedore II	19.13	
29000 - Technical Occupations		
21150 - Graphic Artist	23.00	
29010 - Air Traffic Control Specialist, Center (2)	30.67	
29011 - Air Traffic Control Specialist, Station (2)	21.16	
29012 - Air Traffic Control Specialist, Terminal (2)	23.29	
29023 - Archeological Technician I	13.06	
29024 - Archeological Technician II	14.60	
29025 - Archeological Technician III	18.09	
29030 - Cartographic Technician	22.95	
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.92	
29040 - Civil Engineering Technician	19.48	
29061 - Drafter I	14.52	
29062 - Drafter II	15.70	
29063 - Drafter III	19.48	

29064 - Drafter IV	22.71	
29081 - Engineering Technician I	15.54	
29082 - Engineering Technician II	19.08	
29083 - Engineering Technician III	21.95	
29084 - Engineering Technician IV	24.41	
29085 - Engineering Technician V	29.54	
29086 - Engineering Technician VI	32.73	
29090 - Environmental Technician	20.48	
29100 - Flight Simulator/Instructor (Pilot)	30.38	
29160 - Instructor	22.18	
29210 - Laboratory Technician	17.64	
29240 - Mathematical Technician	21.19	
29361 - Paralegal/Legal Assistant I	13.92	
29362 - Paralegal/Legal Assistant II	18.12	
29363 - Paralegal/Legal Assistant III	22.15	
29364 - Paralegal/Legal Assistant IV	26.81	
29390 - Photooptics Technician	20.48	
29480 - Technical Writer	24.11	
29491 - Unexploded Ordnance (UXO) Technician I	19.50	
29492 - Unexploded Ordnance (UXO) Technician II	23.59	
29493 - Unexploded Ordnance (UXO) Technician III	33.95	
29494 - Unexploded (UXO) Safety Escort	19.50	
29495 - Unexploded (UXO) Sweep Personnel	19.50	
29620 - Weather Observer, Senior (3)	21.07	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.29	
29622 - Weather Observer, Upper Air (3)	17.29	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	16.03	
31260 - Parking and Lot Attendant	9.97	
31290 - Shuttle Bus Driver	13.74	
31300 - Taxi Driver	10.65	
31361 - Truckdriver, Light Truck	13.74	
31362 - Truckdriver, Medium Truck	18.43	
31363 - Truckdriver, Heavy Truck	18.77	
31364 - Truckdriver, Tractor-Trailer	18.77	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.98	
99030 - Cashier	8.35	
99041 - Carnival Equipment Operator	10.65	
99042 - Carnival Equipment Repairer	11.36	
99043 - Carnival Worker	8.61	
99050 - Desk Clerk	8.95	
99095 - Embalmer	20.21	
99300 - Lifeguard	10.24	
99310 - Mortician	18.77	
99350 - Park Attendant (Aide)	12.87	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.65	
99500 - Recreation Specialist	13.26	
99510 - Recycling Worker	14.18	
99610 - Sales Clerk	10.24	
99620 - School Crossing Guard (Crosswalk Attendant)	8.68	
99630 - Sport Official	10.18	
99658 - Survey Party Chief (Chief of Party)	18.63	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.86	
99660 - Surveying Aide	11.59	
99690 - Swimming Pool Operator	15.86	
99720 - Vending Machine Attendant	13.19	
99730 - Vending Machine Repairer	15.86	

99740 - Vending Machine Repairer Helper

13.19

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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

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

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