

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

1. REQUISITION NUMBER  
W58XUW-4223-0768

PAGE 1 OF 40

|                                       |                          |                 |  |  |
|---------------------------------------|--------------------------|-----------------|--|--|
| 2. CONTRACT NO.                       | 3. AWARD/EFFECTIVE DATE  | 4. ORDER NUMBER | 5. SOLICITATION NUMBER<br>W912DQ-05-T-0006             | 6. SOLICITATION ISSUE DATE<br>12-Sep-2004            |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME<br>EMMA J NEVINS |                 | b. TELEPHONE NUMBER (No Collect Calls)<br>816-983-3825 | 8. OFFER DUE DATE/LOCAL TIME<br>04:00 PM 24 Sep 2004 |

|   |                |  |   |                    |
|---|----------------|--|---|--------------------|
| 9. ISSUED BY<br>USACE, KANSAS CITY<br>FEDERAL BLDG 601 E 12TH ST CT-C RM 757<br>KANSAS CITY MO 64106-2896<br><br>TEL: 816-983-3836<br>FAX: 816-426-5777 | CODE<br>W912DQ | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED<br><input checked="" type="checkbox"/> SET ASIDE: 100 % FOR<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br><br>NAICS: 561720<br>SIZE STANDARD: 14 Million | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE<br><br><input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><br>13b. RATING | 12. DISCOUNT TERMS |
|   |                |  | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP   |                    |

|  |                 |                             |
|--|-----------------|-----------------------------|
| 15. DELIVER TO<br>FT LEONARD WOOD AREA OFC<br>LINDA WOOLSEY<br>P O BOX 200 1334 FIRST ST DPW COMPLEX, BL<br>FT LEONARD WOOD MO 65473-0200<br>TEL: FAX: | CODE<br>G5L1120 | 16. ADMINISTERED BY<br>CODE |
|--|-----------------|-----------------------------|

|   |                                      |
|---|--------------------------------------|
| 17a. CONTRACTOR/ OFFEROR<br>CODE<br><br><br>FACILITY CODE | 18a. PAYMENT WILL BE MADE BY<br>CODE |
| TEL.  |                                      |

|  |   |
|--|---|
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
|--|---|

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

|                                       |   |
|---------------------------------------|---|
| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (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<br><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<br><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<br>(TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER<br>(TYPE OR PRINT)<br><br>TEL: EMAIL: |
|--|------------------|--|

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|------------------------------------|--------------|----------|----------------|------------|
| SEE SCHEDULE |                                    |              |          |                |            |

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<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><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 <i>(Print)</i>    |                       |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                          |                       |
|   | 42b. RECEIVED AT <i>(Location)</i> |                       |
| 42c. DATE REC'D <i>(YY/MM/DD)</i>                             |                                    | 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

NOTICE TO VENDORS

**CUSTODIAL SERVICES  
FORT LEONARD WOOD AREA OFFICE  
BUILDING 2204**

**NOTICE TO VENDORS**

**NOTE:** Vendors, Offerors, Bidders and Quoters all mean the same. Offers, bids, quotes and proposals all mean the same.

A. 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.

B. A purchase order will be awarded to the offeror who is deemed responsible in accordance with FAR 9.1, and whose offer conforms to this RFQ and is determined to be the overall most advantageous to the Government, price and other factors considered (best value). The Government is more concerned with other factors than with making an award to the low offeror. Offers to this RFQ will be evaluated using the factors listed below.

**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 and Experience when combined, are approximately equal to cost or price.

C. 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. Only experience that directly pertains to the type of work set forth in this solicitation should be described.

3. **PRICE/COST.** Complete the pricing schedule on pages 7 and 8 of this RFQ.

4. Clause 52.212-3 Offeror Representations and Certifications—Commercial Items. Fill-in pages 9 through 17 of this RFQ.

D. Vendor's attention is directed to Far 52.214.5000, wherein are procedures for correction of Arithmetic Discrepancies.

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

F. Existing Wage Rates are attached.

G. 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 Fort Leonard Wood Area Office, 750 W. Warehouse Road, go to Building 2204. Telephone (573) 596-0081.

H. 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.

I. The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the post-award conference, or prior to starting work on the first day of the service period.

J. 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 (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

**IMPORTANT INFORMATION TO VENDORS:** Hand carried proposals should be brought to Room 760, Federal Building. Offers submitted earlier than designed closing time, should also be delivered to Room 760, Federal Building. If you are mailing your offer, (allow time to be delivered in timely manner) mail it to:

**US Army Corps of Engineers**  
**Attn: Emma J. Nevins**  
**601 E. 12<sup>th</sup> Street, Room 760**  
**Kansas City, MO 64106-2896**

When submitting a bid for a particular solicitation, please attach Notice to Bidder Form. On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be pasted on the LOWER left corner.

|                         |  |
|-------------------------|--|
| <i>Solicitation No.</i> | W912DQ-05-T-0006   |
| <i>Offer Due</i>        | Friday, September 24, 2004   |
| <i>Time</i>             | A.m. 4:00 p.m.   |
| <i>Bid for</i>          | Custodial Service for Fort Leonard<br>Wood Area Office, Fort Leonard Wood,<br>Missouri |

**SCOPE OF WORK**

| <b>SCOPE OF WORK</b>                   |              |            |            |         |           |               |
|--|--------------|------------|------------|---------|-----------|---------------|
| Contractor will perform the following: |              |            |            |         |           |               |
|  |              | Daily      | Weekly     | Monthly | Quarterly | Semi-Annually |
| Dust Furniture                         |              |            | x          |         |           |               |
| Wipe Window Sills                      |              |            | x          |         |           |               |
| Empty Wastebaskets                     |              | x          |            |         |           |               |
| Clean Toilet Fixtures                  |              | x          |            |         |           |               |
| Remove/Dispose Trash                   |              | x          |            |         |           |               |
| Vacuum Carpet Flooring                 |              |            | x          |         |           |               |
| Wetmop Tile Floors                     |              |            | x          |         |           |               |
| Clean Water Fountain                   |              |            | x          |         |           |               |
| Dust Fixtures/High Objects             |              |            |            | x       |           |               |
| Wash Windows                           |              |            |            |         |           |               |
| Strip & Wax Floors                     |              |            |            |         |           | x             |
| Shampoo Carpeting                      |              |            |            |         |           | x             |
| Supplies/Equipment provided by:        |              |            |            |         |           |               |
|  |              | Government | Contractor |         |           |               |
| Hand Soap                              |              | x          |            |         |           |               |
| Toilet Paper                           |              | x          |            |         |           |               |
| Paper Towels                           |              | x          |            |         |           |               |
| Trash Can Liners                       |              |            | x          |         |           |               |
| Glass Cleaner                          |              |            | x          |         |           |               |
| Carpet Cleaner                         |              |            | x          |         |           |               |
| Floor Wax (Commerical wax only)        |              |            | x          |         |           |               |
| Dust Cleaner                           |              |            | x          |         |           |               |
| Dust Mop                               |              |            | x          |         |           |               |
| Mop & Bucket                           |              |            | x          |         |           |               |
| Vacuum                                 |              |            | x          |         |           |               |
| Broom                                  |              |            | x          |         |           |               |
| Cleaning Rags                          |              |            | x          |         |           |               |
| Area will consist of the following:    |              |            |            |         |           |               |
|  | Bldg 2204    |            |            |         |           |               |
| Work Stations                          | 20           |            |            |         |           |               |
| Tables                                 | 9            |            |            |         |           |               |
| Window Sills                           | 60 In. ft.   |            |            |         |           |               |
| Doors                                  | 10           |            |            |         |           |               |
| Carpet Floors                          | 2,759 Sq Ft. |            |            |         |           |               |
| Tile Floors                            | 766 Sq. Ft.  |            |            |         |           |               |
| Bathrooms                              | 2            |            |            |         |           |               |
| Kitchen                                | 1            |            |            |         |           |               |
| Waste Baskets                          | 30           |            |            |         |           |               |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0001    | FY05 Base Year - Janitorial Services<br>FFP<br>FY05 Base Year - Janitorial Services for Building 2204 at Ft. Leonard Wood Area Office in accordance with attached Scope of Work dated. NAICS Code: 561720; SIC Code: 7349 and FSC Code: S201. Period of Performance begins 01 October 2004 through 30 September 2005;<br>PURCHASE REQUEST NUMBER: W58XUW-4223-0768 | 12       | Months |            |        |

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NET AMT

FOB: Destination

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT |
|----------------|--|----------|--------|------------|--------|
| 0002<br>OPTION | FY06 Option I - Janitorial Services<br>FFP<br>FY06 Option I - Janitorial Services for Building 2204 at Ft. Leonard Wood Area Office. Period of Performance begins 01 October 2005 through 30 September 2006; | 12       | Months |            |        |

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NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0003    |  | 12       | Months |            |        |
| OPTION  | FY07 Option II - Janitorial Services<br>FFP<br>FY07 Option II - Janitorial Services for Building 2204 at Ft. Leonard Wood Area Office. Period of Performance begins 01 October 2006 through 30 September 2007. |          |        |            |        |

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NET AMT

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, state, or local) 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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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 and Price.**

**Technical and past performance, when combined, are approximately equal to cost or 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:

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(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.

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

Country of Origin

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

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

(j) 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.

\_\_\_ (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).

\_\_XX\_\_ (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).
- \_\_\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (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.).

\_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)

- (a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:
  - (1) Obviously misplaced decimal points will be corrected;
  - (2) Discrepancy between unit price and extended price, the unit price will govern;
  - (3) Apparent errors in extension of unit prices will be corrected;
  - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

#### 52.217-8 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 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability,

to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of

Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

WAGE RATES

94-2311 MO, SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (24) AREA: MO, SOUTHERN MISSOURI

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

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

|                              |                                    |  |   |
|------------------------------|------------------------------------|--|---|
| William W. Gross<br>Director | Division of<br>Wage Determinations |  | Wage Determination No.: 1994-2311<br>Revision No.: 24<br>Date Of Revision: 07/22/2004 |
|------------------------------|------------------------------------|--|---|

State: Missouri

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

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

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 8.03              |
| 01012 - Accounting Clerk II                             | 9.99              |
| 01013 - Accounting Clerk III                            | 11.21             |
| 01014 - Accounting Clerk IV                             | 13.86             |
| 01030 - Court Reporter                                  | 12.26             |
| 01050 - Dispatcher, Motor Vehicle                       | 12.26             |
| 01060 - Document Preparation Clerk                      | 9.55              |
| 01070 - Messenger (Courier)                             | 7.92              |
| 01090 - Duplicating Machine Operator                    | 9.55              |
| 01110 - Film/Tape Librarian                             | 10.04             |
| 01115 - General Clerk I                                 | 7.92              |
| 01116 - General Clerk II                                | 8.86              |
| 01117 - General Clerk III                               | 11.16             |
| 01118 - General Clerk IV                                | 13.87             |
| 01120 - Housing Referral Assistant                      | 14.07             |
| 01131 - Key Entry Operator I                            | 8.86              |
| 01132 - Key Entry Operator II                           | 9.68              |
| 01191 - Order Clerk I                                   | 8.86              |
| 01192 - Order Clerk II                                  | 11.61             |
| 01261 - Personnel Assistant (Employment) I              | 11.57             |
| 01262 - Personnel Assistant (Employment) II             | 11.78             |
| 01263 - Personnel Assistant (Employment) III            | 13.41             |
| 01264 - Personnel Assistant (Employment) IV             | 15.11             |
| 01270 - Production Control Clerk                        | 14.36             |
| 01290 - Rental Clerk                                    | 10.15             |
| 01300 - Scheduler, Maintenance                          | 11.21             |
| 01311 - Secretary I                                     | 11.28             |
| 01312 - Secretary II                                    | 12.62             |
| 01313 - Secretary III                                   | 14.07             |
| 01314 - Secretary IV                                    | 15.64             |
| 01315 - Secretary V                                     | 18.30             |

|  |       |
|--|-------|
| 01320 - Service Order Dispatcher                     | 10.78 |
| 01341 - Stenographer I                               | 10.26 |
| 01342 - Stenographer II                              | 11.73 |
| 01400 - Supply Technician                            | 15.64 |
| 01420 - Survey Worker (Interviewer)                  | 11.89 |
| 01460 - Switchboard Operator-Receptionist            | 8.67  |
| 01510 - Test Examiner                                | 12.63 |
| 01520 - Test Proctor                                 | 12.63 |
| 01531 - Travel Clerk I                               | 9.90  |
| 01532 - Travel Clerk II                              | 10.66 |
| 01533 - Travel Clerk III                             | 11.37 |
| 01611 - Word Processor I                             | 9.74  |
| 01612 - Word Processor II                            | 11.55 |
| 01613 - Word Processor III                           | 12.94 |
| 03000 - Automatic Data Processing Occupations        |       |
| 03010 - Computer Data Librarian                      | 11.21 |
| 03041 - Computer Operator I                          | 11.21 |
| 03042 - Computer Operator II                         | 12.94 |
| 03043 - Computer Operator III                        | 15.40 |
| 03044 - Computer Operator IV                         | 16.48 |
| 03045 - Computer Operator V                          | 18.29 |
| 03071 - Computer Programmer I (1)                    | 15.36 |
| 03072 - Computer Programmer II (1)                   | 18.60 |
| 03073 - Computer Programmer III (1)                  | 23.60 |
| 03074 - Computer Programmer IV (1)                   | 27.62 |
| 03101 - Computer Systems Analyst I (1)               | 23.01 |
| 03102 - Computer Systems Analyst II (1)              | 27.08 |
| 03103 - Computer Systems Analyst III (1)             | 27.62 |
| 03160 - Peripheral Equipment Operator                | 11.21 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automotive Body Repairer, Fiberglass         | 14.39 |
| 05010 - Automotive Glass Installer                   | 13.86 |
| 05040 - Automotive Worker                            | 13.86 |
| 05070 - Electrician, Automotive                      | 14.83 |
| 05100 - Mobile Equipment Servicer                    | 12.47 |
| 05130 - Motor Equipment Metal Mechanic               | 15.22 |
| 05160 - Motor Equipment Metal Worker                 | 13.86 |
| 05190 - Motor Vehicle Mechanic                       | 15.22 |
| 05220 - Motor Vehicle Mechanic Helper                | 11.72 |
| 05250 - Motor Vehicle Upholstery Worker              | 13.50 |
| 05280 - Motor Vehicle Wrecker                        | 13.86 |
| 05310 - Painter, Automotive                          | 14.61 |
| 05340 - Radiator Repair Specialist                   | 13.86 |
| 05370 - Tire Repairer                                | 10.96 |
| 05400 - Transmission Repair Specialist               | 15.22 |
| 07000 - Food Preparation and Service Occupations     |       |
| (not set) - Food Service Worker                      | 8.03  |
| 07010 - Baker  | 11.94 |
| 07041 - Cook I                                       | 8.82  |
| 07042 - Cook II                                      | 9.45  |
| 07070 - Dishwasher                                   | 7.38  |
| 07130 - Meat Cutter                                  | 11.73 |
| 07250 - Waiter/Waitress                              | 8.04  |
| 09000 - Furniture Maintenance and Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 13.29 |
| 09040 - Furniture Handler                            | 10.52 |
| 09070 - Furniture Refinisher                         | 14.62 |
| 09100 - Furniture Refinisher Helper                  | 12.95 |
| 09110 - Furniture Repairer, Minor                    | 13.09 |
| 09130 - Upholsterer                                  | 13.29 |
| 11030 - General Services and Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 9.06  |
| 11060 - Elevator Operator                            | 7.82  |
| 11090 - Gardener                                     | 11.06 |
| 11121 - House Keeping Aid I                          | 7.15  |
| 11122 - House Keeping Aid II                         | 7.76  |

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|---|-------|
| 11150 - Janitor   | 9.46  |
| 11210 - Laborer, Grounds Maintenance                                  | 9.44  |
| 11240 - Maid or Houseman  | 7.15  |
| 11270 - Pest Controller   | 12.38 |
| 11300 - Refuse Collector  | 8.59  |
| 11330 - Tractor Operator  | 10.28 |
| 11360 - Window Cleaner  | 10.27 |
| 12000 - Health Occupations  |       |
| 12020 - Dental Assistant  | 11.28 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 12.45 |
| 12071 - Licensed Practical Nurse I                                    | 10.86 |
| 12072 - Licensed Practical Nurse II                                   | 12.18 |
| 12073 - Licensed Practical Nurse III                                  | 13.63 |
| 12100 - Medical Assistant   | 11.00 |
| 12130 - Medical Laboratory Technician                                 | 11.19 |
| 12160 - Medical Record Clerk  | 9.27  |
| 12190 - Medical Record Technician                                     | 13.54 |
| 12221 - Nursing Assistant I   | 8.17  |
| 12222 - Nursing Assistant II  | 9.18  |
| 12223 - Nursing Assistant III   | 10.02 |
| 12224 - Nursing Assistant IV  | 11.24 |
| 12250 - Pharmacy Technician   | 12.19 |
| 12280 - Phlebotomist  | 11.24 |
| 12311 - Registered Nurse I  | 16.97 |
| 12312 - Registered Nurse II   | 20.77 |
| 12313 - Registered Nurse II, Specialist                               | 20.77 |
| 12314 - Registered Nurse III  | 25.14 |
| 12315 - Registered Nurse III, Anesthetist                             | 25.14 |
| 12316 - Registered Nurse IV   | 30.10 |
| 13000 - Information and Arts Occupations                              |       |
| 13002 - Audiovisual Librarian   | 18.07 |
| 13011 - Exhibits Specialist I   | 18.13 |
| 13012 - Exhibits Specialist II  | 22.20 |
| 13013 - Exhibits Specialist III                                       | 24.73 |
| 13041 - Illustrator I   | 18.13 |
| 13042 - Illustrator II  | 22.20 |
| 13043 - Illustrator III   | 24.73 |
| 13047 - Librarian   | 20.03 |
| 13050 - Library Technician  | 11.42 |
| 13071 - Photographer I  | 11.36 |
| 13072 - Photographer II   | 14.33 |
| 13073 - Photographer III  | 18.60 |
| 13074 - Photographer IV   | 22.74 |
| 13075 - Photographer V  | 28.58 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations       |       |
| 15010 - Assembler   | 7.65  |
| 15030 - Counter Attendant   | 7.65  |
| 15040 - Dry Cleaner   | 9.57  |
| 15070 - Finisher, Flatwork, Machine                                   | 7.65  |
| 15090 - Presser, Hand   | 7.65  |
| 15100 - Presser, Machine, Drycleaning                                 | 7.65  |
| 15130 - Presser, Machine, Shirts                                      | 7.65  |
| 15160 - Presser, Machine, Wearing Apparel, Laundry                    | 7.65  |
| 15190 - Sewing Machine Operator                                       | 10.16 |
| 15220 - Tailor  | 10.74 |
| 15250 - Washer, Machine   | 8.39  |
| 19000 - Machine Tool Operation and Repair Occupations                 |       |
| 19010 - Machine-Tool Operator (Toolroom)                              | 16.08 |
| 19040 - Tool and Die Maker  | 20.47 |
| 21000 - Material Handling and Packing Occupations                     |       |
| 21010 - Fuel Distribution System Operator                             | 13.79 |
| 21020 - Material Coordinator  | 14.74 |
| 21030 - Material Expediter  | 14.74 |
| 21040 - Material Handling Laborer                                     | 11.24 |
| 21050 - Order Filler  | 10.87 |
| 21071 - Forklift Operator   | 11.17 |

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| 21080 - Production Line Worker (Food Processing)             | 11.69 |
| 21100 - Shipping/Receiving Clerk                             | 11.27 |
| 21130 - Shipping Packer                                      | 11.27 |
| 21140 - Store Worker I                                       | 8.93  |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II)         | 11.97 |
| 21210 - Tools and Parts Attendant                            | 11.69 |
| 21400 - Warehouse Specialist                                 | 11.69 |
| 23000 - Mechanics and Maintenance and Repair Occupations     |       |
| 23010 - Aircraft Mechanic                                    | 16.80 |
| 23040 - Aircraft Mechanic Helper                             | 12.94 |
| 23050 - Aircraft Quality Control Inspector                   | 19.67 |
| 23060 - Aircraft Servicer                                    | 14.45 |
| 23070 - Aircraft Worker                                      | 15.30 |
| 23100 - Appliance Mechanic                                   | 17.69 |
| 23120 - Bicycle Repairer                                     | 10.96 |
| 23125 - Cable Splicer  | 18.12 |
| 23130 - Carpenter, Maintenance                               | 14.14 |
| 23140 - Carpet Layer   | 16.54 |
| 23160 - Electrician, Maintenance                             | 16.91 |
| 23181 - Electronics Technician, Maintenance I                | 14.63 |
| 23182 - Electronics Technician, Maintenance II               | 18.96 |
| 23183 - Electronics Technician, Maintenance III              | 19.91 |
| 23260 - Fabric Worker  | 13.09 |
| 23290 - Fire Alarm System Mechanic                           | 16.74 |
| 23310 - Fire Extinguisher Repairer                           | 13.26 |
| 23340 - Fuel Distribution System Mechanic                    | 18.41 |
| 23370 - General Maintenance Worker                           | 13.00 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 14.15 |
| 23430 - Heavy Equipment Mechanic                             | 15.27 |
| 23440 - Heavy Equipment Operator                             | 17.08 |
| 23460 - Instrument Mechanic                                  | 16.74 |
| 23470 - Laborer  | 11.34 |
| 23500 - Locksmith  | 13.32 |
| 23530 - Machinery Maintenance Mechanic                       | 18.05 |
| 23550 - Machinist, Maintenance                               | 14.39 |
| 23580 - Maintenance Trades Helper                            | 11.45 |
| 23640 - Millwright   | 16.74 |
| 23700 - Office Appliance Repairer                            | 15.98 |
| 23740 - Painter, Aircraft                                    | 15.28 |
| 23760 - Painter, Maintenance                                 | 14.18 |
| 23790 - Pipefitter, Maintenance                              | 18.41 |
| 23800 - Plumber, Maintenance                                 | 17.95 |
| 23820 - Pneudraulic Systems Mechanic                         | 16.74 |
| 23850 - Rigger   | 16.74 |
| 23870 - Scale Mechanic                                       | 15.07 |
| 23890 - Sheet-Metal Worker, Maintenance                      | 16.67 |
| 23910 - Small Engine Mechanic                                | 13.86 |
| 23930 - Telecommunication Mechanic I                         | 16.74 |
| 23931 - Telecommunication Mechanic II                        | 17.41 |
| 23950 - Telephone Lineman                                    | 16.74 |
| 23960 - Welder, Combination, Maintenance                     | 13.84 |
| 23965 - Well Driller   | 15.22 |
| 23970 - Woodcraft Worker                                     | 16.74 |
| 23980 - Woodworker   | 12.28 |
| 24000 - Personal Needs Occupations                           |       |
| 24570 - Child Care Attendant                                 | 8.50  |
| 24580 - Child Care Center Clerk                              | 12.05 |
| 24600 - Chore Aid  | 7.90  |
| 24630 - Homemaker  | 13.88 |
| 25000 - Plant and System Operation Occupations               |       |
| 25010 - Boiler Tender  | 16.89 |
| 25040 - Sewage Plant Operator                                | 16.08 |
| 25070 - Stationary Engineer                                  | 16.89 |
| 25190 - Ventilation Equipment Tender                         | 12.30 |
| 25210 - Water Treatment Plant Operator                       | 16.08 |
| 27000 - Protective Service Occupations                       |       |

|   |       |
|---|-------|
| (not set) - Police Officer  | 17.54 |
| 27004 - Alarm Monitor   | 11.14 |
| 27006 - Corrections Officer   | 14.42 |
| 27010 - Court Security Officer  | 15.21 |
| 27040 - Detention Officer   | 14.42 |
| 27070 - Firefighter   | 14.43 |
| 27101 - Guard I   | 8.31  |
| 27102 - Guard II  | 13.17 |
| 28000 - Stevedoring/Longshoremen Occupations                          |       |
| 28010 - Blocker and Bracer  | 15.07 |
| 28020 - Hatch Tender  | 15.07 |
| 28030 - Line Handler  | 15.07 |
| 28040 - Stevedore I   | 14.60 |
| 28050 - Stevedore II  | 16.01 |
| 29000 - Technical Occupations   |       |
| 21150 - Graphic Artist  | 19.07 |
| 29010 - Air Traffic Control Specialist, Center (2)                    | 30.50 |
| 29011 - Air Traffic Control Specialist, Station (2)                   | 21.03 |
| 29012 - Air Traffic Control Specialist, Terminal (2)                  | 23.16 |
| 29023 - Archeological Technician I                                    | 14.57 |
| 29024 - Archeological Technician II                                   | 16.30 |
| 29025 - Archeological Technician III                                  | 20.18 |
| 29030 - Cartographic Technician                                       | 22.20 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor          | 23.01 |
| 29040 - Civil Engineering Technician                                  | 18.84 |
| 29061 - Drafter I   | 11.97 |
| 29062 - Drafter II  | 13.90 |
| 29063 - Drafter III   | 18.13 |
| 29064 - Drafter IV  | 22.20 |
| 29081 - Engineering Technician I                                      | 12.38 |
| 29082 - Engineering Technician II                                     | 14.38 |
| 29083 - Engineering Technician III                                    | 18.75 |
| 29084 - Engineering Technician IV                                     | 22.96 |
| 29085 - Engineering Technician V                                      | 28.37 |
| 29086 - Engineering Technician VI                                     | 33.99 |
| 29090 - Environmental Technician                                      | 22.20 |
| 29100 - Flight Simulator/Instructor (Pilot)                           | 27.08 |
| 29160 - Instructor  | 19.56 |
| 29210 - Laboratory Technician   | 16.86 |
| 29240 - Mathematical Technician                                       | 22.20 |
| 29361 - Paralegal/Legal Assistant I                                   | 13.83 |
| 29362 - Paralegal/Legal Assistant II                                  | 16.50 |
| 29363 - Paralegal/Legal Assistant III                                 | 20.78 |
| 29364 - Paralegal/Legal Assistant IV                                  | 25.17 |
| 29390 - Photooptics Technician  | 19.31 |
| 29480 - Technical Writer  | 26.39 |
| 29491 - Unexploded Ordnance (UXO) Technician I                        | 19.38 |
| 29492 - Unexploded Ordnance (UXO) Technician II                       | 23.45 |
| 29493 - Unexploded Ordnance (UXO) Technician III                      | 28.11 |
| 29494 - Unexploded (UXO) Safety Escort                                | 19.38 |
| 29495 - Unexploded (UXO) Sweep Personnel                              | 19.38 |
| 29620 - Weather Observer, Senior (3)                                  | 18.33 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 16.54 |
| 29622 - Weather Observer, Upper Air (3)                               | 15.40 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations        |       |
| 31030 - Bus Driver  | 13.56 |
| 31260 - Parking and Lot Attendant                                     | 9.74  |
| 31290 - Shuttle Bus Driver  | 13.38 |
| 31300 - Taxi Driver   | 9.23  |
| 31361 - Truckdriver, Light Truck                                      | 13.38 |
| 31362 - Truckdriver, Medium Truck                                     | 14.05 |
| 31363 - Truckdriver, Heavy Truck                                      | 15.85 |
| 31364 - Truckdriver, Tractor-Trailer                                  | 15.85 |
| 99000 - Miscellaneous Occupations                                     |       |
| 99020 - Animal Caretaker  | 7.57  |
| 99030 - Cashier   | 7.25  |

|  |       |
|--|-------|
| 99041 - Carnival Equipment Operator                                | 8.43  |
| 99042 - Carnival Equipment Repairer                                | 8.96  |
| 99043 - Carnival Worker  | 7.18  |
| 99050 - Desk Clerk   | 8.41  |
| 99095 - Embalmer   | 17.39 |
| 99300 - Lifeguard  | 10.19 |
| 99310 - Mortician  | 18.90 |
| 99350 - Park Attendant (Aide)                                      | 12.79 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)     | 8.21  |
| 99500 - Recreation Specialist                                      | 11.65 |
| 99510 - Recycling Worker   | 9.71  |
| 99610 - Sales Clerk  | 9.97  |
| 99620 - School Crossing Guard (Crosswalk Attendant)                | 8.27  |
| 99630 - Sport Official   | 9.97  |
| 99658 - Survey Party Chief (Chief of Party)                        | 16.25 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.56 |
| 99660 - Surveying Aide   | 9.40  |
| 99690 - Swimming Pool Operator                                     | 13.46 |
| 99720 - Vending Machine Attendant                                  | 8.10  |
| 99730 - Vending Machine Repairer                                   | 10.36 |
| 99740 - Vending Machine Repairer Helper                            | 8.58  |

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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 ordinance, 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 \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**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.

WORK EXPERIENCE STATEMENT

FORT LEONARD WOOD AREA OFFICE  
FORT LEONARD WOOD, MISSOURI

**QUOTER'S WORK EXPERIENCE STATEMENT**

**RE: Work Experience Questionnaire**

**Ft. Leonard Wood Building 2204 - Custodial Services**

**Solicitation #W912DQ-05-T-0006**

Experience No. 1

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

Experience No. 2

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

Experience No. 3

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

PAST PERFORMANCE QUESTIONNAIRE

FORT LEONARD WOOD AREA OFFICE  
FORT LEONARD WOOD, MISSOURI

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

RE: Past Performance Questionnaire  
**Solicitation #W912DQ-05-T-0006**

The U.S. Army Corps of Engineers is soliciting quotes for Custodial Services at the Fort Leonard Wood Area Office, Fort Leonard Wood, Missouri. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

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

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

NAME: EMMA J. NEVINS

E-MAIL ADDRESS: EMMA.J.NEVINS@NWK02.USACE.ARMY.MIL

TELEPHONE: (816) 983-3825

FAX NUMBER: (816) 426-5169

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

**Past Performance Questionnaire**

**Solicitation W912DQ-05-T-0006**

Relationship to Quoter: \_\_\_\_\_  
Description of Requirement: \_\_\_\_\_  
Quoter/Company Name: \_\_\_\_\_  
Location of Service: \_\_\_\_\_ Dates: \_\_\_\_\_  
Contract Number(s) If a federal government contract: \_\_\_\_\_

**1. Quality of Services:**

How would you rate the quality of the quoter's performance?  
Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_  
Comment:

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

Was the quoter reliable and were contract/job requirements completed timely?  
Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_  
Comment:

**3. Customer Satisfaction:**

How would you rate the quoter's performance in the area of customer satisfaction?  
Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_  
Comment:

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

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

**5. Administrative/Managerial Skills:**

How would you rate the quality of the quoter's administrative/managerial skills?  
Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_ Unsatisfactory \_\_\_\_\_  
Comments:

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