

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 93 PAGES	
2. CONTRACT NO. DACW67-01-C-0008	3. SOLUTION NO. DACW67-01-B-0007	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 17 JAN 2001	6. REQUISITION/PURCHASE NO. W68MD9-0321-3411	
7. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT PO BOX 3755 SEATTLE, WA 98124-3755			CODE DACW67	8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in PRESTON ROOM until 2:00 PM local time 16 FEB 2001  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JUTITH A TOMLINSON	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (206)764-6804
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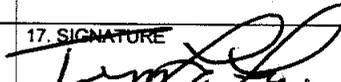
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within                      calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS <u>3/4 OF 1 %</u>	20 CALENDAR DAYS <u>1/3 OF 1 %</u>	30 CALENDAR DAYS <u>— %</u>	15 CALENDAR DAYS <u>1/2 OF 1 %</u>
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR <u>ARE-SEAS Maintenance</u> <u>P.O. Box 339</u> <u>BRIDGEPORT WA 98813</u>	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <u>TIM LaForce - OWNER</u>	
15B. TELEPHONE NO. (Include area code) <u>509-686-2931</u>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE 	18. OFFER DATE <u>02-15-01</u>

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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**IFB No. DACW67-01-B-0007**

**Contract No. DACW67-01-C-0008**

**ALTERATIONS IN CONTRACT**

**(FAR 52.252-4 (APR 1984))**

**PORTIONS OF CONTRACT ARE ALTERED AS FOLLOWS:**

A. Reference Section G.

The authorized Representative of the Contracting Officer is Laura Beauregard, telephone number (509) 686-5501 (225).

B. The established totals for the Base Year and Four Option Years are as follows:

Base Year	\$ 33,548.00
Option Year 1	\$ 32,748.00
Option Year 2	\$ 32,748.00
Option Year 3	\$ 29,600.00
Option Year 4	\$ 29,600.00
Total	\$158,244.00

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<u>Item</u>	<u>Descri</u>	<u>Quantity</u>	<u>U/M</u>	<u>U/P</u>	<u>Amount</u>
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**BASIC YEAR**

<b>0001</b>	Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington from 01 March 2001 through 28 February 2002 in strict accordance with specifications, statement of work, drawings and other provisions herein:				
<b>0001AA</b>	Janitorial services at Visitor Center and Access Route 01 APR 2001 through 31 OCT 2001.	7	MO		659.00 41613.00
<b>0001AB</b>	Janitorial services at Security Station 01 MAR 2001 through 28 FEB 2002.	12	MO		250.00 3000.00
<b>0001AC</b>	Janitorial services at Project Office 01 MAR 2001 through 28 FEB 2002.	12	MO		620.00 7440.00
<b>0001AD</b>	Janitorial services at Commons Building 01 MAR 2001 through 28 FEB 2002.	12	MO		295.00 3540.00
<b>0001AE</b>	Janitorial services at each Single Vault Toilet 01 MAR 2001 through 28 FEB 2002. (minimum 600 - maximum 800)	800	JB		10.00 8000.00
<b>0001AF</b>	Janitorial services at Orientation Area Restroom 01 MAR 2001 through 31 Oct 2001.	8	MO		540.00 4320.00
<b>0001AG</b>	Janitorial services at Orientation Area Restroom 01 NOV 2001 through 28 FEB 2002.	4	MO		340.00 1360.00
<b>0001AH</b>	General Janitorial Service Hours as directed 01 MAR 2001 through 28 FEB 2002.	85	HR		15.00 1275.00

**TOTAL BASIC YEAR** \$33548.00

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<u>Item</u>	<u>Descri</u>	<u>Quantity</u>	<u>U/M</u>	<u>U/F</u>	<u>Amount</u>
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**OPTION YEAR 1**

0002	Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington from 01 March 2002 through 28 February 2003 in strict accordance with specifications, statement of work, drawings and other provisions herein:				
0002AA	Janitorial services at Visitor Center and Access Route 01 APR 2002 through 31 OCT 2002.	7	MO		659.00 4613.00
0002AB	Janitorial services at Security Station 01 MAR 2002 through 28 FEB 2003.	12	MO		250.00 3000.00
0002AC	Janitorial services at Project Office 01 MAR 2002 through 28 FEB 2003.	12	MO		620.00 7440.00
0002AD	Janitorial services at Commons Building 01 MAR 2002 through 28 FEB 2003.	12	MO		295.00 3540.00
0002AE	Janitorial services at each Single Vault Toilet 01 MAR 2002 through 28 FEB 2003. (minimum 600 - maximum 800)	800	JB		9.00 7200.00
0002AF	Janitorial services at Orientation Area Restroom 01 MAR 2002 through 31 Oct 2003.	8	MO		540.00 4320.00
0002AG	Janitorial services at Orientation Area Restroom 01 NOV 2002 through 28 FEB 2003.	4	MO		340.00 1360.00
0002AH	General Janitorial Service Hours as directed 01 MAR 2002 through 28 FEB 2003.	85	HR		15.00 1275.00
<b>TOTAL 1<sup>st</sup> OPTION YEAR</b>					<b>\$32748.00</b>

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<u>Item</u>	<u>Descri</u>	<u>Quantity</u>	<u>U/M</u>	<u>U/I</u>	<u>Amount</u>
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**OPTION YEAR 2**

<b>0003</b>	Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington from 01 March 2003 through 29 February 2004 in strict accordance with specifications, statement of work, drawings and other provisions herein:				
<b>0003AA</b>	Janitorial services at Visitor Center and Access Route 01 APR 2003 through 31 OCT 2003.	7	MO		<u>659.00</u> <u>4613.00</u>
<b>0003AB</b>	Janitorial services at Security Station 01 MAR 2003 through 29 FEB 2004.	12	MO		<u>250.00</u> <u>3000.00</u>
<b>0003AC</b>	Janitorial services at Project Office 01 MAR 2003 through 29 FEB 2004.	12	MO		<u>620.00</u> <u>7440.00</u>
<b>0003AD</b>	Janitorial services at Commons Building 01 MAR 2003 through 29 FEB 2004.	12	MO		<u>295.00</u> <u>3540.00</u>
<b>0003AE</b>	Janitorial services at each Single Vault Toilet 01 MAR 2003 through 29 FEB 2004. (minimum 600 - maximum 800)	800	JB		<u>9.00</u> <u>7200.00</u>
<b>0003AF</b>	Janitorial services at Orientation Area Restroom 01 MAR 2003 through 31 Oct 2004.	8	MO		<u>540.00</u> <u>4320.00</u>
<b>0003AG</b>	Janitorial services at Orientation Area Restroom 01 NOV 2003 through 29 FEB 2004.	4	MO		<u>340.00</u> <u>1360.00</u>
<b>0003AH</b>	General Janitorial Service Hours as directed 01 MAR 2003 through 29 FEB 2004.	85	HR		<u>15.00</u> <u>1275.00</u>

**TOTAL 2<sup>nd</sup> OPTION YEAR** \$32748.00

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Item	Descri	Quantity	U/M	U/F	Amount
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OPTION YEAR 3

0004	Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington from 01 March 2004 through 28 February 2005 in strict accordance with specifications, statement of work, drawings and other provisions herein:				
0004AA	Janitorial services at Visitor Center and Access Route 01 APR 2004 through 31 OCT 2004.	7	MO		600.00 4200.00
0004AB	Janitorial services at Security Station 01 MAR 2004 through 28 FEB 2005.	12	MO		225.00 2700.00
0004AC	Janitorial services at Project Office 01 MAR 2004 through 28 FEB 2005.	12	MO		575.00 6900.00
0004AD	Janitorial services at Commons Building 01 MAR 2004 through 28 FEB 2005.	12	MO		250.00 3000.00
0004AE	Janitorial services at each Single Vault Toilet 01 MAR 2004 through 28 FEB 2005. (minimum 600 - maximum 800)	800	JB		8.00 6400.00
0004AF	Janitorial services at Orientation Area Restroom 01 MAR 2004 through 31 Oct 2005.	8	MO		500.00 4000.00
0004AG	Janitorial services at Orientation Area Restroom 01 NOV 2004 through 28 FEB 2005.	4	MO		300.00 1200.00 <del>1200.00</del>
0004AH	General Janitorial Service Hours as directed 01 MAR 2004 through 28 FEB 2005.	100	HR		12.00 1200.00

TOTAL 3<sup>rd</sup> OPTION YEAR

~~20000.00~~  
~~30000.00~~  
 \$ 29600.00<sup>12</sup>

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<u>Item</u>	<u>Descrip</u>	<u>Quantity</u>	<u>U/M</u>	<u>U/P</u>	<u>Amount</u>
<b>OPTION YEAR 4</b>					
0005	Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington from 01 March 2005 through 28 February 2006 in strict accordance with specifications, statement of work, drawings and other provisions herein:				
0005AA	Janitorial services at Visitor Center and Access Route 01 APR 2005 through 31 OCT 2005.	7	MO		<u>600.00</u> <u>4200.00</u>
0005AB	Janitorial services at Security Station 01 MAR 2005 through 28 FEB 2006.	12	MO		<u>225.00</u> <u>2700.00</u>
0005AC	Janitorial services at Project Office 01 MAR 2005 through 28 FEB 2006.	12	MO		<u>575</u> <u>6900.00</u> <del>0000.00</del> <del>7200.00</del>
0005AD	Janitorial services at Commons Building 01 MAR 2005 through 28 FEB 2006.	12	MO		<u>250.00</u> <u>3000.00</u>
0005AE	Janitorial services at each Single Vault Toilet 01 MAR 2005 through 28 FEB 2006. (minimum 600 - maximum 800)	800	JB		<u>8.00</u> <u>6400.00</u>
0005AF	Janitorial services at Orientation Area Restroom 01 MAR 2005 through 31 Oct 2006.	8	MO		<u>500.00</u> <u>4000.00</u>
0005AG	Janitorial services at Orientation Area Restroom 01 NOV 2005 through 28 FEB 2006.	4	MO		<u>300.00</u> <u>1200.00</u>
0005AH	General Janitorial Service Hours as directed 01 MAR 2005 through 28 FEB 2006.	100	HR		<u>12.00</u> <u>1200.00</u>

TOTAL 4<sup>th</sup> OPTION YEAR      \$ 29600.00

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0006

Contract Data Requirements, Exhibit A  
See DD Form 1 Section J

\*NSP

TOTAL BASIC YEAR (0001 thru 0001AH)	\$ <u>33548.00</u>
TOTAL 1 <sup>ST</sup> OPTION YEAR (0002 thru 0002AH)	\$ <u>32748.00</u>
TOTAL 2 <sup>ND</sup> OPTION YEAR (0003 thru 0003AH)	\$ <u>32748.00</u>
TOTAL 3 <sup>RD</sup> OPTION YEAR (0004 thru 0004AH)	\$ <u>29600.00</u>
TOTAL 4 <sup>th</sup> OPTION YEAR (0005 thru 0005AH)	\$ <u>29600.00</u>
TOTAL BASIC & OPTION YEARS	\$ <u>158244.00</u>

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BASIS FOR CONTRACT PRICING

The Basis for Contract Pricing is in accordance with the Department of Labor, Service Wage Rate Determination Number 94-2565, Revision No. Rev 13, Dated 9/28/00, and the Service Contracts Act of 1965, as Amended, FAR 52.222-41. Contractor's shall provide the following information with their bid to establish the basis for determining the allowability of labor rate increases for option years if exercised.

CONTRACT PERIOD	EMPLOYEE CLASS	NUMBER OF WORK HOURS	WAGE PER HOUR
BASE PERIOD (3/1/01 - 2/28/02)	CUSTODIAL WORKER	<u>600</u>	\$ <u>6.95</u>
	CUSTODIAL LEADER	<u>600</u>	\$ <u>7.25</u>
	CUSTODIAL FOREMAN	<u>600</u>	\$ <u>7.50</u>

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CONTRACT PERIOD	EMPLOYEE CLASS	NUMBER OF WORK HOURS	WAGE PER HOUR
OPTION YEAR 1 (3/1/02 - 2/28/03)	CUSTODIAL WORKER	<u>600</u>	\$ <u>6.95</u>
	CUSTODIAL LEADER	<u>600</u>	\$ <u>7.25</u>
	CUSTODIAL FOREMAN	<u>600</u>	\$ <u>7.50</u>

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CONTRACT PERIOD	EMPLOYEE CLASS	NUMBER OF WORK HOURS	WAGE PER HOUR
OPTION YEAR 2 (3/1/03 - 2/29/04)	CUSTODIAL WORKER	<u>600</u>	\$ <u>6.95</u>
	CUSTODIAL LEADER	<u>600</u>	\$ <u>7.25</u>

BASIS FOR CONTRACT PRICING  
CONTINUED PAGE 2

DACW67-01-B-0007

CONTRACT PERIOD	EMPLOYEE CLASS	NUMBER OF WORK HOURS	WAGE PER HOUR
OPTION YEAR 3 (3/1/04 - 2/28/05)	CUSTODIAL WORKER	<u>600</u>	\$ <u>6.95</u>
	CUSTODIAL LEADER	<u>600</u>	\$ <u>7.25</u>
	CUSTODIAL FOREMAN	<u>600</u>	\$ <u>7.50</u>

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CONTRACT PERIOD	EMPLOYEE CLASS	NUMBER OF WORK HOURS	WAGE PER HOUR
OPTION YEAR 4 (3/1/05 - 2/28/06)	CUSTODIAL WORKER	<u>600</u>	\$ <u>6.95</u>
	CUSTODIAL LEADER	<u>600</u>	\$ <u>7.25</u>
	CUSTODIAL FOREMAN	<u>600</u>	\$ <u>7.50</u>

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## SECTION C Descriptions and Specifications

### C.1 SPECIFICATIONS AND DRAWINGS 52.0210-4001 I

Statement of Work and Drawings, Solicitation DACW67-01-B-0007, dated 25 December 2000, covering the detailed requirements for the services listed in the schedule are attached hereto and made a part hereof.

### C.2 CHANGES IN SPECIFICATIONS

The right is reserved as the interest of the Government may require, to revise or amend the specifications prior to the date set for bid opening. Such revisions and amendments, if any, will be announced by amendment or amendments to this solicitation. Copies of such amendments as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which require material changes in quantities or prices offered or both, the date set for receipt of bids may be postponed by such number of days as in the opinion of the Contracting Officer will enable the bidder's to revise their bids. In such cases, the amendment will include the announcement of the new date for receipt of bids.

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# **Chief Joseph Dam**

## **Janitorial**

## **Contract**

**March 1 2001**

**to**

**February 28 2006**

# DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## PART I

### 1. GENERAL REQUIREMENT

**1.1** The Contractor shall furnish, except as otherwise specified herein, all necessary labor, equipment, materials, and supervision to perform janitorial services in the manner, location and frequency set forth in the following paragraphs and schedules. The work shall be performed at the Chief Joseph Dam Project, Bridgeport, Washington. Work is required through all seasons so a wide variety of weather conditions should be expected. Though snow & ice may hinder access to vault toilets and other buildings, the work must still be accomplished.

**1.2** The work to be performed will be in the Visitor Center, Visitor Center Access Route, Security Station, Project Office, Warehouse, Commons Building, recreation areas, Brandt's Landing and when directed anywhere within the local Chief Joseph Project. Since the areas to be serviced will be frequented by the public, very high standards of work performance will be required of the Contractor.

**1.3** Prospective bidders are highly encouraged to visit the site to acquaint themselves with the facilities which are to receive janitorial services. Unique conditions and problems exist for a janitorial contractor and deserve attention in advance of bid preparation.

### 2. SUPERVISOR, CONTRACT MANAGER, AND EMPLOYEE AUTHORITIES / RESPONSIBILITIES

**2.1** A bona fide Supervisor shall be required to visit the work-site at least weekly to verify the work is being accomplished and to inspect the quality of the work. If work items are not being performed adequately, skipped, not according to the schedules, and/or deductions are occurring, more frequent inspections will be required along with meetings as frequently as weekly with the COR or authorized representative. These Supervisor visits shall be documented on the appropriate Janitorial Sign-Off Sheets/Daily Logs showing what work was inspected and the times the inspections occurred. The Supervisor shall have written authority to represent the Contractor in most matters concerning this contract. If the Supervisor is fully empowered to deal with all aspects of billing/deductions they alone may cover a portion of the required monthly meetings. (See 24 Payment for Services Rendered) The Supervisor shall ensure that adequate supplies, equipment, and personnel are provided to accomplish all required work on this contract. The Supervisor shall have the authority to authorize additional work hours as necessary to get the job done. The Supervisor shall schedule personnel and plan to accomplish work early in the allotted time periods in order to meet the performance schedule.

**2.2** Within 7 days after award, the Contractor shall provide the name, telephone number, and address of the Contract Manager to the Contracting Officer (CO) and the Contracting Officer's Representative (COR). The Contract Manager shall be designated in writing by the Contractor as the individual who has complete authority to act for the Contractor during the term of the contract. The Contract Manager and the Supervisor may be the same individual if that person has the full authority of both positions.

**2.3** The Contractor shall ensure that all employees are capable and demonstrate adequate knowledge of chemicals/cleaning products, tools, equipment, and techniques necessary to perform the work. Note that for the purposes of this contract, the term "employee" shall include actual employees of the Contractor as well as any family member or partner performing work on the job-site. The Government may require the Contractor to

discontinue using any employee determined by the Government to be unsatisfactory. In the acceptance or rejection of work by the Government, no allowance will be made for lack of skill of personnel.

### 3. PREWORK MEETING

This meeting shall be held at the work site within ten (10) days after award of the contract and prior to the beginning of work. The purpose of the meeting is to review the contract and work to be performed. A tour of the work areas will be required to discuss specific work requirements. The Contractor shall be required to submit for Government approval the following listed items at the pre-work meeting:

- a. List of all supplies and materials (cleaning agents, waxes, etc.) to be used on the job including the manufacturers' recommendations on the use of all materials, and two (2) complete sets of Material Safety Data Sheets (MSDS).
- b. List of the types of equipment to be used at the work sites (e.g. vehicles, pressure washers, buffers, etc.) License plate numbers will be provided for vehicles.
- c. List of names of employees who will be working for the Contractor anywhere on this job site. Every person shall be included no matter how brief their role. Designation of both the Contract Manager and the Supervisor along with their addresses and telephone numbers must be included.
- d. Safety plan with job hazard analyses, prepared in an approved format or on a Government provided form (may be obtained after award by contacting Chief Joseph Dam Project, Resource Management Section).
- e. Certificate(s) of insurance.

### 4. RESUBMISSION OF ABOVE ITEMS

The Contractor shall submit written changes to the items 3 a-e as they occur during the contract year. The combination of initial list and these written changes will be kept current through this process. Annually at the start of an option year on the contract, items 3 a-d will be updated and resubmitted to show the effect of any changes to those lists. A new Certificate of insurance, item 3e, will be required (when the previous one expires) if the one previously submitted does not include the dates of the option year.

### 5. INSURANCE REQUIRED

The Contractor shall procure and maintain during the entire effective period of this contract the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
General Liability Insurance	\$500,000.00 per occurrence
Automobile Liability Insurance	\$200,000.00 per person and
Bodily Injury	\$500,000.00 per occurrence
Property Damage	\$ 20,000.00 per occurrence

### 6. PERMITS AND LICENSES

The Contractor shall, without additional expense to the Government, be responsible for obtaining all necessary licenses and permits, and for complying with any applicable Federal, State, County, and Municipal laws, codes and regulations, in connection with the execution of the work.

## **7. CONTRACTOR & EMPLOYEE IDENTIFICATION, PERSONAL APPEARANCE, AND CHECK-IN**

**7.1** All vehicles used in the performance of this contract shall prominently display company identification.

**7.2** The Contractor shall provide and maintain an up-to-date list of all employees who are working under this contract.

**7.3** Each employee shall maintain a clean, neat, and well-groomed appearance. All workers must be identified by wearing an appropriate uniform and a nametag that includes both the employee's first initial and last name.

## **8. PARKING**

Employees of the Contractor will park their private vehicles only in areas designated by the Contracting Officer's Representative (COR). Contractor vehicles shall not be stopped, parked or left standing on any road or adjacent thereto in such a manner as to endanger other vehicles using such road.

## **9. SUBCONTRACTING**

No work may be subcontracted, without the written approval of the COR. Compliance with the provisions of this contract by subcontractors shall be the responsibility of the Contractor.

## **10. COMPLAINTS RECEIVED FROM PUBLIC**

All complaints from the public concerning the Contractor's operation or personnel will be investigated by the COR. If these complaints are valid, the COR will notify the Contractor in writing, requesting that corrective action be taken. Failure to correct the condition will be interpreted as contract noncompliance.

## **11. LOST AND FOUND**

All personal property found during the performance of duties of this contract will be reported on the daily log and turned in to the COR.

## **12. JANITORIAL SIGN-OFF SHEETS / DAILY WORK LOGS**

**12.1** The Contractor shall record daily work activities on forms provided by the COR. These forms are either a Daily Work Log, a series of Janitorial Sign-Off Sheets or a combination thereof. The COR or authorized representative will decide on the mix of forms to be used.

**12.2** Janitorial Sign-Off Sheets record the completion of local services along with a signature, date and time of completion. These sheets will be located in janitorial closets, non-public areas, or attached to walls in vault toilets (may be in locked boxes). The Contractor shall be responsible for supplying a blank Janitorial Sign-Off Sheet when one fills up. The Sign-Off sheets shall be signed off with date and time on the days and times the work is completed. A sample Sign-Off Sheet is in Appendix A.

**12.3** Daily Work Logs : The Contractor shall keep a log of daily work activities, accomplishments and/or problems on forms provided by the COR. A Sample Daily Log form is in Appendix A. The log forms shall be completed daily for any day the Contractor performs work on this contract. The completed form is to be submitted on the day the work is actually done by the Contractor. Logs shall be submitted by one of the following methods and locations :

a. Given to the COR or his/her designated representative in person or placed in the Resource Section mailbox at the Project Office.

b. Given to the on-duty Security Guard or placed into the dropbox at the Security Station.

**12.4** If the Contractor fails to complete Sign-Off Sheets or submit Daily Logs in the required time frames, the COR will assume that no work was done on the days for which those forms were not submitted. Similarly, work missing from incomplete logs or Sign-Off Sheets, will also be assumed to have not been done. Deductions will be made accordingly at the COR's discretion.

## **13. PERFORMANCE DURING CORPS MAINTENANCE ACTIVITIES**

During the period of this contract, normal maintenance may have to be made by Corps personnel in the buildings or areas the Contractor is scheduled to work. If such maintenance activities prevent the Contractor from performing normal scheduled services, the Contractor shall not be paid for the services not rendered. The Contractor will not be entitled to additional moneys for unexpected or non-routine delays in performance of work. All large debris generated by such activities will be removed by Government personnel. Contractor shall coordinate with COR or his representative to minimize cessation of contracted maintenance activities due to Government maintenance activities.

## **14. OTHER CONTRACTS AT THE CONTRACT SITE**

The Government may undertake or award other contracts for other work. The Contractor shall fully cooperate with such other contractors and Government employees. Work schedules may have to be adjusted as directed by the COR, to conform to the requirements of other such work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by the Government.

## **15. SAFETY**

**15.1** The Contractor shall comply with applicable OSHA and WISHA standards as well as the Corps of Engineers Safety Requirement Manual, EM 385-1-1. A copy of this manual is available for inspection at the Project Office prior to bid opening, and a copy will be given to the successful bidder after award. The OSHA standards are subject to change and such changes may affect the Contractor in his/her performance during the contract period. It is the Contractor's responsibility to be knowledgeable of and to comply with such changes.

**15.2** Prior to commencement of work, the Contractor shall furnish the COR a written plan relative to the administration of his/her overall safety program (reference section 01.A of EM385-1-1). The plan must address policies and procedures for a safe operation in accordance with applicable provisions of OSHA and EM 385-1-1. The plan should include, but is not limited to, provisions for orientation and training of employees, employee responsibility for working safely, equipment maintenance and use, public safety, and job hazard analyses on each specific task expected of Contractor. The hazard analysis will identify and evaluate hazards and outline proposed methods and techniques to minimize those hazards.

**15.3** A few, but certainly not all, of the safety requirements which will be in force are as follows:

a. **Repair of Equipment.** All machinery and equipment shall be shut down and positive means taken to prevent its operation while repairs, fueling or lubrications are being accomplished.

b. **Lights.** All mobile equipment shall have adequate headlights and taillights when operating in hours of darkness.

c. **Securing Against Movement.** No vehicle or equipment shall be left unattended until after the motor has been shut off, the key removed, parking brake securely set, and gear engaged in low, reverse, or park. Equipment shall be locked or secured to prevent starting by unauthorized persons. If stopped on a hill or grade, front wheels shall be turned or hooked into the curb or the wheels securely blocked.

d. **Guarding.** All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded as such parts are exposed to contact by persons or otherwise create a hazard.

e. **Hot Surfaces.** All hot surfaces of equipment, including exhaust pipes or other lines, shall be guarded or insulated to prevent injury and fire.

f. **Fuel Tanks.** Fuel tanks shall be located in a manner which will minimize the danger of overflows onto engine, exhaust or electrical equipment.

g. **Flammable Liquids.** Handling of all flammable liquids by hand containers shall be in approved type safety containers with flame arrestors and properly labeled.

h. **Personal Protective Devices.** Protection of employees' face, sight and hearing shall be required as specified in applicable standards. Hard hats will be worn in areas where other contractors are working or upon request by the COR.

i. **State Codes.** All vehicles and drivers will meet and comply with all Washington state vehicle codes.

j. **Material Safety Data Sheets or MSDS'.** These shall be provided for each chemical or cleaning product used on site. At least one copy of these will be kept on site and readily available to all contract personnel. Chemical or cleaning products must be approved by the COR prior to usage. Contract employee's must be advised of the information of the MSDS prior to their being exposed to that chemical or product.

**15.4** The Contracting Officer will notify the Contractor of any non-compliance with any safety regulations. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

## **16. ACCIDENTS**

**16.1** The Contractor shall notify the COR immediately of damage to Government or private property and injury to any person resulting from his/her operations. In the event that an accident or injury should occur on Government lands, the Contractor shall first notify the appropriate local emergency service organization and then the COR. (See Section 0.1D of EM 385-1-1.) During hours the COR is not normally present, notification shall be given to the Chief Operator on duty in the control room of the Project.

**16.2** The Contractor shall make a written report of each separate case of an injury or accident. These reports shall include, but shall not be limited to, location, nature of the injury or accident, authorities notified and the action taken along with any other pertinent information. These reports shall be accompanied by sketches, graphs, drawings, and photographs as needed and forwarded to the COR within two (2) working days.

## **17. REPORT OF UNUSUAL OR HAZARDOUS CONDITIONS REQUIRING MAINTENANCE**

**17.1** The Contractor shall immediately report to the COR or his/her authorized representative any unusual and/or potentially hazardous conditions which are observed during the performance of work.

**17.2** It shall be the responsibility of the Contractor to notify, within 24 hours, the COR of facilities that require maintenance beyond the scope of the contract, i.e., electrical, carpentry, and plumbing repairs. If a problem is noted which may damage equipment, materials or buildings in a short time frame, immediate notification of the COR is required. Damage due to vandalism shall be reported the same day damage is noticed.

## **18. PROTECTION OF RESOURCES**

**18.1** The Contractor is responsible for the prevention of environmental pollution. Environmental pollution is defined as the presence of chemicals/cleaning products, physical or biological elements, or other agents which adversely affect human health or welfare; unfavorably alter ecological balances; affect other species; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land, and involves noise and solid waste management as well as any other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from activities in performance of this contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

**18.2** All waste products, including but not limited to soapy water, wax strippers, cleaning products, etc. shall be disposed of in accordance with all Federal and State laws.

**18.3** The Contractor shall be responsible for restoring any Government facilities, structures or equipment damaged as a result of his/her operations. Reasonable care shall be used to avoid damage to existing structures, and equipment in the work areas. Any such damage shall be repaired or replaced as directed by the COR at no cost to the Government. If the Contractor does not make such repair or replacement, the cost thereof will be deducted from payments to be made to him or her.

## **19. PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

**19.1** The Contractor shall:

- a.* Protect against accidental and/or intentional operation of any control system.
- b.* Protect all existing structures, utilities, and work of any kind against damage or interruption of service, which may result from operations of the Contractor.
- c.* Allow only persons directly involved with accomplishment of the Contractor's operations (e.g., no friends, guests, children, or pets) in those areas of the Project not normally open to the public.
- d.* All doors and windows in work areas shall be locked upon departure from work site as discussed and agreed upon with the COR.

## **20. KEY CONTROL**

The Contractor shall establish and implement adequate methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. All keys will be initially furnished by the Government. No keys issued may be duplicated. If keys are lost or duplicated by the Contractor, and in the opinion of the Government it is necessary to replace or recode the locks for reasons of security, the direct cost of replacing or recoding will be borne by the Contractor. The Contractor shall report the occurrence of a lost key immediately to the COR or his representative. The cost of replacing lost or destroyed keys issued to Contractor shall be paid by said Contractor. Each lost or destroyed key will result in a minimum deduction of \$125.00 per key.

It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any other persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas. All keys issued by the Government shall be signed for by the Contractor. Only the Contract Manager and the Supervisor shall be authorized to sign for keys in behalf of the Contractor. All keys issued to the Contractor shall be returned to the Government issuing office before final payment will be made on this contract.

## 21. SUPPLIES, UTILITIES, AND EQUIPMENT FURNISHED BY THE GOVERNMENT

The Government shall furnish at no cost to the Contractor the following materials and usage of equipment:

- a.* Water and electric power necessary to the performance of the work required.
- b.* Limited storage space adjacent to most flush restrooms is available for storage of supplies. No storage space is available next to the vault toilets. No additional storage space will be provided.
- c.* Disposal dumpster for all collected garbage. The dumpster will be located on the Project, but not necessarily adjacent to immediate work sites.
- d.* Storage locations for white paper recycling and aluminum cans. These sites will be located on the Project, but not necessarily adjacent to immediate work sites. Reusable boxes or containers used to collect white paper.
- e.* Forms for preparation of Job Hazard Analysis, the Daily Logs, and the Sign-Off Sheets.

## 22. MATERIAL AND EQUIPMENT

**22.1** The Contractor shall provide all cleaning supplies, materials, and equipment necessary to comply with the provisions of this contract. A list of all material and equipment to be used shall be submitted for approval by the COR at the prework meeting, along with MSDS sheets. As this contract progresses, new materials and equipment proposed for use shall be submitted to the COR for approval, and only those approved shall be used on site. The following are definitions for the major types of cleaning agents and supplies. It is not the intent of the following definitions to imply that these are the only materials necessary to comply with the provisions of the contract.

*a. **Cleaning Agent.** Biodegradable soap, soap compounds, and/or biodegradable detergents shall be used. If the Contractor uses a cleaning compound containing disinfectants and/or deodorants in lieu of applying these materials separately, the label must state that the compound is biodegradable and contains disinfectants and/or deodorants. The manufacturer's instructions shall be followed in mixing the proper strength solution for application.*

**b. Germicidal Disinfectants.** Only standard commercial germicidal disinfectants shall be used. The manufacturer's instructions shall be followed in mixing the proper strength solution for application. The disinfectants may be mixed with the cleaning solution if the manufacturer's instructions on the disinfectant's label do not prohibit it.

**c. Deodorizer.** Deodorant shall be a material packaged and marketed for use as a deodorizer. The manufacturer's instructions shall be followed in mixing the proper strength for application. The deodorant may be mixed with the cleaning solution of the manufacturer's, if instructions on the deodorant's label do not prohibit it.

**d. Toilet Tissue.** Toilet tissue shall be a white, two-ply, unglazed, soft, clean, roll paper.

**e. Deodorant Cakes.** Cake shall be 100 percent paradichlorobenzene and perfume firmly pressed into a hard cake. The cake will be furnished in nonrusting hanger, if required.

**f. Odor Suppressant.** Suppressant shall be a bacterial type which digests organic wastes to control odors. A compatible deodorant may also be present.

**g. Waste Receptacle Liners.** Liners must be polyethylene of 0.002-inch minimum thickness for wastebasket size and 0.005-inch thickness for 32 gallon size.

**h. Hand Soap.** Both the Liquid hand soaps and the Powdered hand soap shall be manufactured for use in mechanical soap dispensers. Both shall be biodegradable and phosphate free. The soap should be selected to work well in their respective dispensers. Due to the variety of dispensers on site, the Contractor should expect to provide up to 4 different hand soap products.

**i. Paper Towels.** Paper towels shall be "C" fold with a minimum width of 9-1/8 inch, minimum area of 100 square inches, and a maximum depth of fold of 5-1/2 inch that will fit the existing paper towel dispensers.

**j. Toilet Seat Liners.** Liners shall be of disposable paper, 12 inch by 18 inch, matching liner dispensers.

**k. Floor Finish Remover.** Remover shall be a high quality industrial type cleaner and stripper.

**l. Floor Finish.** Finish shall be a high quality buffable liquid floor polish.

**m. Stain Protector.** The Stain protector used on fabric covered chairs shall be a high quality industrial type, "Teflon" containing type.

**22.2** All janitorial equipment such as pressure sprayers, vacuum cleaners, carpet cleaning equipment, furniture cleaning equipment, buffers, mops, dust mops, clean mopheads, mop buckets, scrub brushes, brooms, germicidal disinfectants, scouring powders, bowl cleaners, deodorizers, detergents, window cleaning supplies, waxes, etc., shall be supplied by the Contractor.

## **23. NON-PERFORMANCE**

**23.1** All work shall be subject to inspection, approval, and acceptance by the Government. Work shall be inspected regularly by the COR and an oral or written notice of deficiencies to be corrected will be given to the

Contract Manager or Supervisor. Inspections will be based on the work schedule to assure that inspection closely follows the actual maintenance of the facility or area.

**23.2** The Contractor shall have three (3) days from the date of a written notice of deficiencies, in which to furnish satisfactory written explanation of the deficiencies and corrective action taken. No inspector is authorized to change any provision of the specifications without written authorization from the Contracting Officer. The presence or absence of an inspector shall not relieve the Contractor from any requirement of the contract.

**23.3** Work will be considered not to have been performed when any one of the following conditions exist:

**a.** The work tasks in an area were not performed in strict accordance with the performance standards and procedures.

**b.** The required tools were not used or were not in good operating condition, or non-approved chemicals/cleaning products were used.

**c.** All or any portion of the tasks were not performed as scheduled.

**d.** The daily log was not submitted or not submitted on the day the work was done.

**e.** The Sign-Off Sheets were not completed or not completed when the work was done.

**23.4** If work was not performed; a deduction will be made (said deduction will in no way affect the Government's rights under the "Default" clause of this contract). The Government may elect either of the following alternatives to determine the amount of the deduction:

**a.** Accomplish the work and charge the Project's current rate for the craft used plus current administrative overhead.

**b.** Reduce the monthly rate by an amount proportionate to the work to be accomplished. The deduction will be determined by using the daily rate for that area multiplied by the number of times that work area was not serviced. The resulting amount will be deducted from the Contractor's monthly invoice. This shall be computed as follows:

**(1)** The monthly unit price of each area serviced (as specified in bid schedule) shall be divided by:

18 for work required 4 days per week;

13 for work required 3 days per week;

9 for work required 2 days per week;

4 for work required 1 day per week.

The unit price shall be used for work required monthly, quarterly, semiannually, or annually. Services using job or hour units will use that unit price. Contractor shall refer to the Performance Frequency Table (Table 1) for required work frequency used in computing deductions. (See Exhibit A)

## **24. PAYMENT FOR SERVICES RENDERED**

**24.1** The Contract Manager and/or Supervisor shall meet with the COR or his/her authorized representative at Chief Joseph Dam Project Office on a calendar monthly basis, to review the past month's work performance. If the contract is going well according to the COR, the Contract Manager's presence shall only be required a minimum of once every 3 months. Conversely if the contract is not going well, the Contract Manager's presence shall be required a minimum of once a month at these meetings. The Supervisor alone may cover the other monthly meetings provided they are fully empowered to deal with all aspects of billing/deductions. These meetings will occur within the first ten days of each month. The Contract Manager shall submit a copy of the invoice for the past month's work prior to this meeting or bring a copy of the invoice to the meeting so agreement may be reached on work performed. Failure to appear for such a meeting will result in withholding payment until the meeting is accomplished.

Only those work items satisfactorily completed during the month shall appear on the invoice. Items appearing on deficiency reports as unsatisfactory and not available for re-performance shall not be listed on the invoice (see CONTRACT CLAUSES). After the review meeting an original and two copies of the invoice shall be submitted for payment to: US Army Corps of Engineers Finance Center, CEFC-AO-P, 5720 Integrity Drive, Millington, TN 38054-5005.

**24.2** An invoice, defined as a written request for payment under the contract for services rendered, shall include the following:

- a.** Invoice date.
- b.** Name of Contractor.
- c.** Time frame covered by invoice.
- d.** Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
- e.** Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment).
- f.** Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

**24.3** Payments will be made only for actual services satisfactorily completed under this specification. Separate payments will not be made for time spent in planning, mobilizing, or performing administrative work.

**24.4** The total number of hours worked by all Contractor employees shall be submitted in conjunction with the monthly invoice for the purposes of safety data. If the total hours are not submitted, payment will be delayed until the COR receives such information.

## PART II

### 1. PERFORMANCE STANDARDS

The following descriptions and definitions provides the basis for the specific work to be accomplished. Each work item defined/described directly relates to work items specified in the performance frequency table (Exhibit A) .

**A. Clean and Supply Restrooms:** Perform the following activities:

- (1) **Remove trash** (reference Paragraph B.).
- (2) **Sweep floors** (reference Paragraph C.).
- (3) **Wet mop** (reference Paragraph D.).
- (4) **Spot clean** (reference Paragraph E.).
- (5) **Dusting** (reference Paragraph F.).
- (6) Resupply all toilet tissue dispensers, toilet seat liner dispensers, towel dispensers, and hand soap dispensers. Place deodorant cakes in all urinals and replace them as they dissipate.
- (7) Completely damp clean and disinfect all surfaces of toilet bowls, urinals, lavatories, dispensers, and other such surfaces using a germicidal detergent from a spray bottle. Toilet bowl mops shall be used to clean toilet bowls and urinals only.
- (8) Disinfect all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall mounted lavatories, urinals, and toilets using a spray bottle of germicidal detergent and a clean sponge.
- (9) Once weekly pour water through all floor and fixture drains located in restrooms, pipe chases, and janitorial closets. (Keeps sewer gases out in our dry climate.)
- (10) Descale toilets and urinals not less than once each month. Use acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc. from toilet bowls and urinals. After descaling, the entire surface shall be free from streaks, stains, scale, scum, mineral deposits, rust, stains, etc. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.

**B. Remove Trash:** Consists of the performing the following activities:

- (1) All waste baskets, cigarette butt receptacles, ash urns, pencil sharpeners, and other trash containers within the area shall be emptied and returned to their initial location. All waste from such trash receptacles shall be removed from the area and emptied into the designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. The exterior of waste baskets shall be damp wiped with neutral detergent from a spray bottle and a clean sponge or synthetic fiber cloth to remove evident soil.
- (2) Waste cardboard boxes, and packing material too large or bulky for the waste baskets shall be removed as is the above waste. This material will either be labeled with appropriate wording, such as "trash" or "garbage", and/or it will be placed in a hallway or lobby such that it will obvious that it is trash. If there is doubt, leave a note asking if the item is trash.
- (3) Aluminum Can Recycling consists of the following steps:

(a) Only when the special trash cans for aluminum can recycling reach 3/4 full, empty these trash cans;

(b) Remove inappropriate material as necessary and process it as trash;

(c) Place a new plastic liner (minimum .002 mil. thickness);

(d) Return the emptied trash cans to their proper locations with their lids placed thereon.

(e) Deposit the old liner with aluminum cans in the Government furnished Aluminum Recycling Storage Area located on the Project, in such a manner to prevent the adjacent area from becoming littered by such trash.

(4) White Paper Recycling consists of the following steps:

(a) Only when the small containers for white paper recycling reach 1/2 full, move these containers. In most areas such as the Project Office and Commons Building, the full containers may be moved to a temporary storage location in those buildings when full. Due to variable usage some containers will fill much faster than others. Less than 100 containers are expected to be filled per year.

(b) Place an empty white paper recycling container at the location in the offices where the other was removed. A supply of empty reusable containers will be stored at the locations.

(c) At the minimum of once a month, take the full containers from the temporary storage locations to the White Paper Storage Site and dump the contents into the larger containers there. This location may be moved within the Project Area at the COR's discretion. The initial location is in the Warehouse Main Storage Area.

(d) Distribute the emptied white paper recycling containers to maintain a sufficient quantity in buildings where they are used.

**C. Sweep Floors/Walkways:** Prior to sweeping the floor/walkway surface, use a mop and neutral detergent to remove spills and obvious soil from the floor and use a putty knife to remove gum, tar, and other sticky substances from the floor. On resilient tile, terrazzo, smooth-sealed concrete, or other smooth-finished floor surfaces, use a treated dust mop and a dustpan to remove accumulated soil and litter. On rough, unsealed concrete or other floors where dust mopping is not effective, use a push broom. Throw rugs shall be vacuumed or shaken out thoroughly outside. The entire area to be swept shall be thoroughly cleaned to remove dust, dry soil, and other litter. Chairs and trash receptacles shall be moved where necessary to sweep underneath.

**D. Wet Mop Floors:** Prior to being wet mopped, the floor surface shall be swept. Throw rugs shall be vacuumed or shaken out thoroughly outside. A wet mop, mop bucket, wringer, and a neutral detergent solution shall be used to remove all soil and nonpermanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc., shall be moved when necessary to mop underneath. Prior to mopping of the Security Station, wipe the wheels of the chairs to avoid leaving dirt tracks on the wet floor. After being wet mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Wet mops shall not be used to clean walls, furniture, restroom fixtures, etc.

**E. Spot Clean:** Use a sponge, clean cloth, and spray bottle of neutral detergent, germicidal detergent, or glass cleaner to remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, telephones, railings, etc. Germicidal detergent shall be used in restrooms, kitchen area, elevator walls, and drinking fountains. Glass cleaner shall be used on mirrors and glass surfaces. Lotion cleaner shall be used on hard-to-remove spots. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks and other evidence of removable soil.

**F. Dusting:** Use a lightly treated dust cloth, lightly treated hand-held dusting tool, lambswool dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools to remove all dust, lint, litter, dry soil, etc., from the horizontal surfaces of tables, benches, chairs, file cabinets, visitor exhibits, and other types of office furniture and equipment, and from horizontal ledges, window sills, blinds, hand rails, vents, etc., below 6-1/2 feet from the floor surfaces. Papers on desk tops are not to be dusted or disturbed. An effort should be made to dust all open desk space. After regular dusting, all such surfaces including cracks, corners, vents, blinds, etc., shall have a uniform appearance, free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of soil from the area - not by rearranging it from one surface to another. The Security Station's Security Console, including all detached monitors, is a special case for dusting. Use of a vacuum with a non-scratching dusting tool will be necessary to dust the console and monitors.

**G. High Dusting:** High dusting shall be defined as the removal of dust, cobwebs, oil film, etc., from all fixtures and surfaces above 6-1/2 feet from the floor. This includes lights, grills, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceilings, blinds, vents, etc. High dusting shall be accomplished by using treated dust cloths, treated dusting tools, a damp sponge, or a tank vacuum with crevice tool, brush attachment, and wall attachment. After high dusting, all areas and surfaces above 6-1/2 feet from the floor surface shall be free from all types of soil removable by dusting or damp wiping and shall blend in with the areas below 6-1/2 feet high.

**H. Clean Drinking Fountains:** Use a spray bottle and germicidal detergent, sponge, cloth, brush or abrasive pad to remove all obvious soil, streaks, smudges, etc., from the drinking fountain and cabinet, then, disinfect all porcelain and polished metal surfaces including orifices and drain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

**I. Clean Kitchen Area:** Perform the following activities:

- (1) **Remove trash** (reference Paragraph B.).
- (2) **Sweep floors** (reference Paragraph C.).
- (3) **Wet mop** (reference Paragraph D.).
- (4) **Spot clean** (reference Paragraph E.).
- (5) **Dusting** (reference Paragraph F.).
- (6) Completely damp clean and disinfect all outer surfaces of sinks, microwaves, stoves, refrigerators, counter tops, dispensers, and other surfaces using a germicidal detergent from a spray bottle, a clean sponge, polyester abrasive pad or synthetic fiber cloth.
- (7) Clean interior of microwave oven with germicidal detergent.
- (8) Resupply all towel dispensers and soap dispensers.

**J. Buffing:** Prior to being buffed, the floor surface shall be swept. Throw rugs shall be vacuumed or shaken out thoroughly outside. A single disc floor machine and buffing pad or brush shall be used to restore a uniform gloss and protective finish to the floors. A spray buff solution will be applied with a spray bottle as necessary to both clean and provide a uniform gloss and protective finish. All areas accessible to the floor machine shall be buffed. Chairs, trash receptacles, etc. shall be moved as necessary to buff underneath. After buffing, the floor shall have a uniform glossy appearance, free of scuff marks, heel marks and other stains.

**K. Stripping and Refinishing Floors:**

(1) Stripping shall be defined as the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces which can be exposed by the removal of non-fixed furnishings. Stripping shall also include the complete removal of all marks, scuffs, stains, etc., except in cases in which there is damage to the floor surface.

The stripping chemical(s) used shall meet the specification for the type of finish and/or sealer being stripped, and shall be used according to the manufacturer's directions. The floor shall be scrubbed with a single disc floor machine equipped with a stripping pad. The stripping solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical. All floor surfaces to which stripper has been applied shall be thoroughly rinsed with clean water. When a wet/dry vacuum is used, the area shall be rinsed at least once after the stripping solution has been removed.

If a mop is used to pick up the stripping solution, the area shall be rinsed at least twice.

(2) Refinishing shall be defined as the proper application of at least two coats of the proper finish and/or sealer to all traffic areas and one coat of finish to areas receiving no traffic. No finish which has been removed from its original container shall be returned to that container. After the finish has dried, the reflectiveness shall be uniform and leave no streaks, swirls, etc. No stripping solution shall remain on baseboards, doors, or other non-floor surfaces.

**L. Vacuum Carpet:** Prior to carpeted floors (including steps) being completely vacuumed, the carpeted area shall be policed to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc. Throw rugs shall be vacuumed or shaken out thoroughly outside. A beater-bar type carpet vacuum shall be used to vacuum surface soil and embedded grit from all areas accessible to the carpet vacuum. The beater-bar shall be adjusted to correspond with the pile height of the carpet. Chairs and trash receptacles shall be moved where necessary to vacuum underneath. Additionally, when necessary to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to the beater-bar type carpet vacuum, a tank vacuum with crevice tool and brush attachment shall be used. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil, and embedded grit.

**M. Carpet Cleaning:** The Contractor may use either the water extraction method or the dry foam method of carpet cleaning. The method of cleaning shall comply with the applicable paragraph that follows:

(1) **Carpet Cleaning, Water Extraction Method** - Carpet cleaning, water extraction method, shall be defined as the spot cleaning, vacuuming, and operation of the water extraction equipment, and revacuuming of all carpet in an area. All vacuuming, both before and after the use of the water extraction equipment shall be done with a medium duty pile lifter vacuum. All stained areas shall be treated with spot cleaning solution, following the directions of the manufacturer of the solution. Spot cleaning should continue until as much of the stain as possible has been removed. The water extraction equipment and materials shall meet the specifications given herein. The water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturer of the water extraction equipment and materials shall be followed during their use. After operating the water extraction equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern which will give the carpet pile a uniform appearance.

(2) **Carpet Cleaning, Dry Foam Method** - Dry foam shampooing of carpets shall be defined as

the spot cleaning, vacuuming, shampooing, and revacuuming of all carpet in an area. All vacuuming, both before and after shampooing, shall be done with a medium-duty pile lifter type vacuum. All stained area shall be treated with spot cleaning solution, following the directions of the manufacturer. Spot cleaning should be continued until as much of the stain as possible has been removed. The shampooing shall be done using equipment and materials specifically designed for dry foam shampooing and meeting the specifications for such equipment and materials given in this document. The instructions provided by the manufacturers of the equipment and materials shall be followed during its use. Areas, such as corners, which are inaccessible to the machine shall be shampooed with foam from the machine and manual scrubbing devices. After shampooing and allowing sufficient drying time, the carpet shall be vacuumed following a pattern which will give the carpet pile a uniform appearance.

**N. Clean Furniture:** Cleaning furniture shall consist of the removal of evident soil, smudges, and dust from office chairs, visitors chairs, file cabinets, benches, exhibits, tables, telephones and other type furnishings. Cleaning of vinyl furniture shall be accomplished with a spray bottle of neutral detergent for hard-to-remove soil. Cleaning of upholstered furniture shall be accomplished using a tank vacuum with upholstery attachment, dry foam concentrate, and a soft bristle brush.

Once a year during a regular furniture cleaning scheduled in July, all fabric covered chairs will be steam cleaned using an emulsifier and the water extraction method. After this cleaning they will be sprayed with an appropriate stain protector. After the stain protector is applied the chair shall be wiped clean of any residue.

**O. Clean Markerboards:** Wipe the chalk/marker tray with a damp sponge or cloth to remove dust. Remove excess chalk dust or marker dust from erasers by vacuuming.

**P. Wash Interior Glass:** Wash interior glass shall be defined as the complete removal of smudges, tape, oil film, and other types of soil from all glass in interior partitions, walls, doors, displays, exhibits, pictures and other glass areas (this includes both glass in exterior doors and vestibules). A glass cleaning chemical, window squeegee tool with rubber blade, clean sponge, and synthetic fiber cloths shall be used. The glass and frame shall be rinsed to remove any detergent solution residue. After washing, the glass areas shall be free of dust, soil, streaks, and water marks. Glass cleaner splash and drip marks shall be removed from all adjacent surfaces. Certain displays, exhibits, and pictures may preclude the use of a squeegee and/or require care to avoid damage due to excess fluid use. Windows in visitor center lobby entrance shall not be washed with an ammonia based solution.

**Q. Wash Exterior Glass:** Wash exterior glass shall be defined as the complete removal of smudges, hard water deposits, tape, oily film, cobwebs, dust, and other types of soil from both sides of the glass and frames of exterior windows, doors, vestibules, etc. During times water is spilling through the dam's spillway, water deposits may occur on exterior glass located at the Visitor Center and Access Route. A glass cleaning chemical, window squeegee tool with rubber blade, clean sponge, and synthetic fiber cloths shall be used. The glass and frame shall be rinsed to remove any detergent solution residue. After washing, the glass areas, window frames, and window sills shall all be free of smudges, taps, oily film, cobwebs, dust and all other types of soil, streaks, and watermarks. Glass cleaner splash and drip marks shall be removed from all adjacent surfaces.

**R. Entrance Exteriors:** Perform the following activities:

- (1) Building exteriors adjacent to personnel and public entrance doors shall be swept to remove any accumulation of cobwebs and insects or bird nests.
- (2) Entrance door windows and adjoining glass panels, to the left and right, shall be cleaned in accordance with paragraphs P and Q.
- (3) Walkways shall be swept or vacuumed to the end of the walkway or the nearest vehicular parking or traffic area.

**S. Litter Collection:** Litter collection consists of collecting all refuse and litter within the defined boundaries of work areas indicated on enclosed drawings, work area descriptions, and performance frequency table. These areas surround and include viewpoints, boat ramps, parking areas, public use areas, offices, roads and road shoulders (road shoulder is defined as all area within 30 feet of the outside edge of roadway). Litter shall include, but not be limited to pop cans, bottles, paper, cigarette butts, boxes, fish waste, etc. Collected litter shall be deposited in the same dumpster used for trash.

**T. Vault toilet Cleaning:** Perform the following activities:

(1) Vault toilet cleaning will be performed on days scheduled in accordance with the performance frequency schedules, between the hours of 6:00 AM and 8:00 PM. However, cleanings must be scheduled to occur consistently in the mornings or afternoons. Major changes in scheduled cleaning times must be coordinated with the COR in advance.

(2) The fixture, stools, urinals, and toilet risers (inside and out) will be thoroughly washed, using an approved cleaning agent and disinfectant. During freezing temperatures, minimal water shall be used, insuring that icy conditions do not build up. The floors, including aprons and the first 10 feet of adjoining sidewalk will be swept clean.

(3) Debris - paper, matches, cigarette butts, etc. shall be removed.

(4) All insects, insect nests, bird nests, cobwebs, dirt, and any debris or residue left from insects or animals will be removed from the interior of the vault toilet and concrete apron in front of the vault toilets.

(5) Markings, stains, and all undesirable substances will be removed from walls, doors, floors, etc. with either chemical solvents or cleaning agents. If a stain, mark or substance cannot be removed by reasonable cleaning efforts, the COR shall be advised.

(6) An odor suppressant, which biologically interacts with the waste, will be applied in the toilets after cleaning. This application will be done in such a manner as to avoid direct contact with the toilet seat.

(7) An exception to the tasks which are completed each and every time a complete cleanup is conducted is the pressure spraying of the vault toilets. Once during the last 7 days of every month (March through September only), the interior and exterior of all vault toilets will be thoroughly washed down by means of a pressure sprayer with approved cleaning agent and disinfectant. This will include the washing of all fixtures, stools, urinals, floors and ceiling.

(8) Toilet tissue will be replenished as needed to provide an adequate supply until the next scheduled cleaning.

**U. General Janitorial Service:** The actual services and locations where the work will be performed within this bid item will be decided upon by the COR on an as needed basis. The services shall include those already listed in this contract but will be used in additional areas or as supplemental jobs. The services shall also include others within the broad range of janitorial services including but not limited to sweeping, dusting, mopping, vacuuming, spot cleaning, glass cleaning, restroom cleaning, snow removal, etc. Equipment gas/oil, trash bags, restroom consumables, etc., shall still be furnished by the Contractor as it is with the other services. The locations of these services shall include those areas already on this contract, as well as the broader area shown on the Project Overview Map. As a guide, the Contractor will be given, 7 days to complete jobs of 10 hours duration or less, and 14 days to complete jobs of greater than 10 hours duration.

## **2. PERFORMANCE LOCATION**

**2.1** Work is to be performed in at least 11 different and separate areas at Chief Joseph Dam; Visitor Center & Access Route, Security Station, Project Office, Commons Building, Lower Spillway, Orientation Area, South Viewpoint, the Spit, Debris Basin, Upstream Boat Ramp, and Brandt's Landing (reference attached drawings in Appendix A, depicting general work areas). Each of these areas are addressed separately in the performance frequency table (exhibit A ). Specific breakdowns of areas within the Visitor Center Access Route, and the Warehouse, necessary to define frequency of performance, are included in the table and depicted on the drawings. In addition, General Janitorial Service hours will be performed as needed at any locations shown on the Project Overview and Road System Map.

**2.2** A narrative describing specific work areas follows:

**a.** The Visitor Center & Access Route (reference drawings #2, 3, and 4) contains several work areas as described below:

**(1)** Spillway Viewpoint Walkway & Restrooms shall consist of two flush restrooms, janitorial storage area, and concrete walkway from paved parking area down to the restrooms. The hatched area in drawing #4 depicts the work area.

**(2)** The spillway concrete deck, sidewalk, and parking area consists of all horizontal concrete surfaces extending from the entry gate to and including the buttonhook parking and turnaround area at elevation 970' and extending to the small bar gate (see drawing #2).

**(3)** The south spillway tower lobby and elevator, elevation 970' comprises a small windowed lobby and the interior of an elevator (reference drawing #2).

**(4)** The spillway trunnion bridge and access from the south tower, elevation 927', includes a concrete walkway across a portion of the face of the spillway and an enclosed concrete hallway leading from the elevator to the trunnion bridge (reference drawing #2).

**(5)** The spillway access walkway, elevation 832", consists of an enclosed gallery or concrete walkway leading from the elevator to the outside ground level entrance/exit. The gallery contains a myriad of piping and cabinets extending from the ceiling and walls. Exhibits line one wall.

**(6)** The Visitor Center includes an entrance lobby, viewing area of powerhouse, exhibits, stairway, restrooms, audio-visual room with chairs, storage room and janitorial supply room (reference drawing #3).

**b.** The Security Station consists of a restroom, console area and office area (reference drawing #5). The station's surrounding sidewalks are included as well.

**c.** The Project Office shall consist of all rooms, entrances and halls, including but not limited to, office space, conference rooms, training rooms, storage rooms, restrooms, and kitchen (reference drawing #7).

**d.** The Commons Building includes a large conference room which has a movable partition that can be used to divide it into 2 rooms (reference drawing #6). There is a kitchen area adjoining the conference room. An adjoining hallway leads to restrooms, a janitorial /mechanical room and a computer lab. The isolated storage room is not included. The restrooms have both interior and exterior doors. All rooms except those exempted are serviced including entrance areas. The surrounding sidewalks, ramps and steps are included as well.

e. The Vault Toilets are similar toilet buildings located at different areas. Each has a single toilet. They are constructed with pre-cast concrete walls and floors with inside dimensions of approximately 5-1/2 feet by 6-1/2 feet. A concrete apron with approximate dimensions of 5 feet by 5 feet lies outside the entrance door.

The Lower Spillway Vault Toilet is located within the Lower Spillway Area shown on both drawings #1 and #2. Others are located at the South Viewpoint, and the Spit (drawing # 1 ). The Debris Basin Vault Toilet is located on the west side of the main Debris Basin parking/burn-pile area shown on drawing #1. The Upstream Boat Ramp Vault Toilet is located alongside the parking lot at the Upstream Boat Ramp Area shown on drawing #1. The Vault Toilet at Brandt's Landing is located near the upstream end of Brandt's Landing. Brandt's Landing is located approximately 6 miles by road from the Upstream Boat Ramp.

f. The Orientation Restroom consists of an adjoining pair of restrooms containing 4 toilets, 2 urinals and 4 sinks (reference drawing #8). Also included is a mechanical room with janitorial storage and a janitorial sink. The sidewalk area immediately in front of this building and extending to the parking lot is also included with this restroom.

### **3. PERFORMANCE TIMES**

**3.1** Janitorial services shall be performed at the Project Office and Commons Building at times other than during office hours. Office hours shall be from 6:30 a.m. to 5:30 p.m. for the Project Office and the Commons Building (Mon-Fri), unless determined otherwise by the COR. In addition at the Commons Building there may be evening and weekend events scheduled that will require the janitorial services to occur at other than normal times.

**3.2** Janitorial services at the Visitor Center & Access Route shall be performed at times other than when the Visitor Center is open to the public. Visitor Center hours will be from 8:30 a.m. to 6:00 p.m., unless determined otherwise by the COR.

**3.3** Janitorial services at the Security Station will be performed between 5:30 p.m. and 6:30 a.m. Some coordination will be necessary to gain access, during the times the building is unoccupied.

### **4. PERFORMANCE FREQUENCY SCHEDULES**

Immediately following is the performance frequency schedule, depicting what work is to be performed when and in what area. This schedule covers all contract years, extending from 1 April to 31 March in the following year.

**U.S. ARMY CORPS OF ENGINEERS  
CHIEF JOSEPH DAM  
BRIDGEPORT, WASHINGTON**

**JANITORIAL CONTRACT**

**EXHIBITS**

**CONTENTS:**

**Exhibit A - Table 1 Performance Frequency Schedule**

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**TABLE 1 PERFORMANCE FREQUENCY SCHEDULE**

Work Requirements	April through October						1 April through 31 March			
	<===== Visitor Center & Visitor Access Route =====>									
	Visitor Center Exhibits, Viewing Area & Restrooms	Spillway Viewpoint Restrooms, Walkway	Spillway Deck, Sidewalk, Parking Area	South Spillway Tower Lobby elev. 970 & Elevator	Spillway 927' elev. Trunnion Bridge & Hallway, Stairwell>970	Spillway 832' elev. Access Way, Entrance Area	Security Station	Project Office	Commons Building	Orientation Restroom
Clean & Supply										
A. Restrooms	S S T T	S S T T					Su T Th	Su T Th	Sunday	schedule
B. Remove Trash	S S T T			S S T T			Su T Th	Su T Th	Sunday	
C. Sweep Floors / Walkways / Porches		S S T T			S S T T	S S T T	Thursday		Sunday	
D. Wet Mop Floors				S S T T			Su T Th***		Sunday	
E. Spot Clean	S S T T	Thursday		Thursday		Thursday	Sunday	Sunday	Sunday	Thursday
F. Dusting	S S T T			S S T T		Thursday	Sunday	Sunday	Sunday	Thursday
G. High Dusting	Thursday	Thursday		Thursday	Thursday	Thursday	Monthly	Monthly	Monthly	Monthly
H. Clean Drinking Fountains	S S T T	S S T T						Su T Th	Sunday	Su T Th
I. Clean Kitchen Area							Sunday	Su T Th	Sunday	
J. Buffing								Su T Th	Monthly	
K. Refinishing Floor	3Q						4Q*	4Q	4Q	4Q
L. Vacuum Carpet	S S T T							Su T Th	Sunday	
M. Carpet Cleaning	3Q							4Q	4Q	
N. Clean Furniture****	Thursday			Thursday	Thursday	Thursday	Monthly	Monthly	Monthly	
O. Clean Markerboards								Su T Th	Sunday	
P. Wash Interior Glass	S S T T			Thursday	Thursday	Thursday	Sunday	4Q	4Q	4Q
Q. Wash Exterior Glass	Thursday			Thursday	Thursday		Monthly**	3Q	3Q	3Q
R. Entrance Exteriors	S S T T	S S T T		Thursday	Thursday	Thursday	Sunday	Sunday	Sunday	Sunday
S. Litter Collection			S S T T		S S T T					
General Janitorial	<===== As Directed by COR =====>									
U. Service	<===== As Directed by COR =====>									

\* High traffic areas will require application of wax monthly.  
 \*\* Except December, January, February.  
 \*\*\* Moist mop only.  
 \*\*\*\* July Furniture Cleaning includes steam cleaning and use of an emulsifier.

FREQUENCY LEGEND
S S T T = Sat Sun Tue Thu
Su T Th = Sun, Tue, & Thu
Monthly = Within the first 7 days of each month.
4Q = Quarterly in Early April, July, Oct, & Jan.
3Q = Quarterly in April, July, & October

T. Vault Toilet Cleaning #	1 April - 30 June	1 July - 30 Sept	October	November	Dec, Jan, Feb
Single Vault Toilets ##					
Lower Spillway	S S T T	S S T T	Sun Thu	Thursday	Thursday
The Spit	Thursday	S S T T	Thursday	Thursday	Thursday
South Viewpoint	to be determined when constructed				
Debris Basin	S S T T	S S T T	Sun Thu	Sun Thu	Sun Thu
Upstream Boat Ramp	S S T T	S S T T	Sun Thu	Sun Thu	Sun Thu
Brand's Landing	to be determined when constructed				
Orientation Restroom Cleaning Schedule	S S T T	S S T T	S S T T	S S T T	Sun Thu

# Pressure Spraying required once during the last week of each month, March through September.  
 ## Single Vault Toilet - For billing purposes, a job consists of cleaning one of these 6 toilets on 1 day. This is the basic schedule. Service frequencies should be expected to change based on needs for this service.

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**U.S. ARMY CORPS OF ENGINEERS  
CHIEF JOSEPH DAM  
BRIDGEPORT, WASHINGTON**

**JANITORIAL CONTRACT**

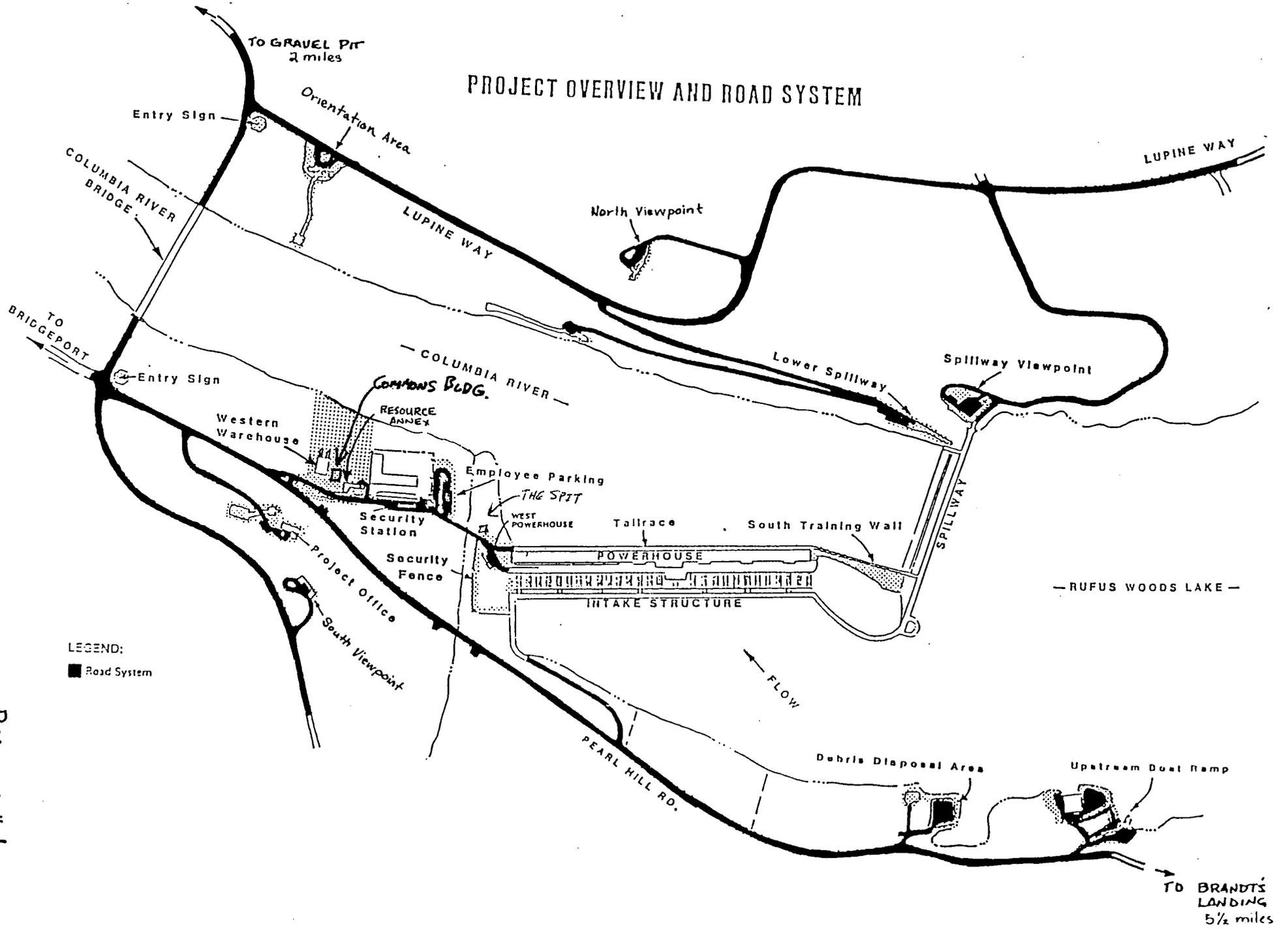
**APPENDIX A**

**CONTENTS:**

- Drawing # 1 - Project Overview & Road System**
- Drawing # 2 - Visitor Center & Access Route Overview**
- Drawing # 3 - Visitor Center Detail**
- Drawing # 4 - Spillway Viewpoint Walkway & Restrooms**
- Drawing # 5 - Security Station**
- Drawing # 6 – Commons Building**
- Drawing # 7 - Project Office**
- Drawing # 8 - Orientation Restroom**

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# PROJECT OVERVIEW AND ROAD SYSTEM

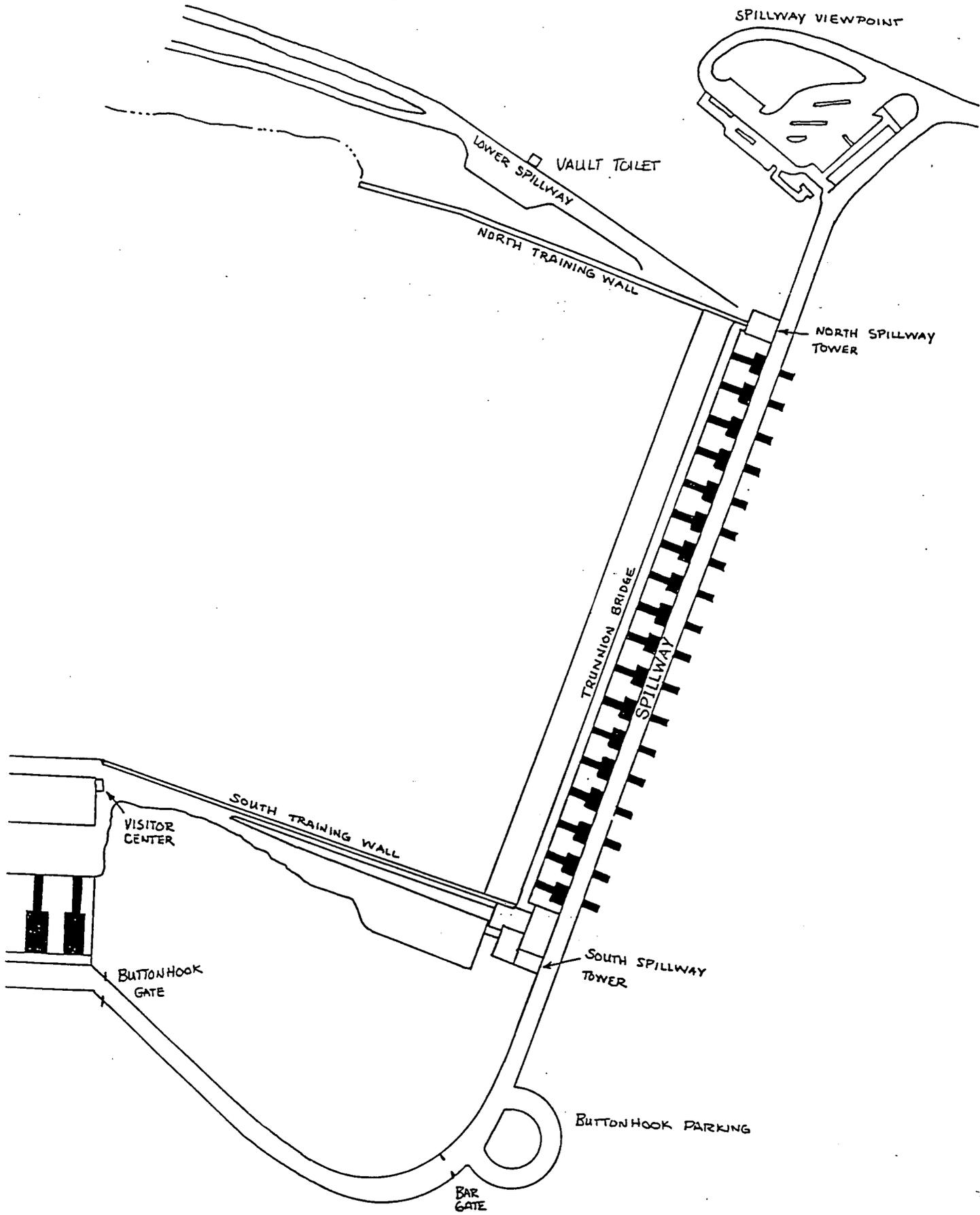


LEGEND:  
■ Road System

DRAWING # 1

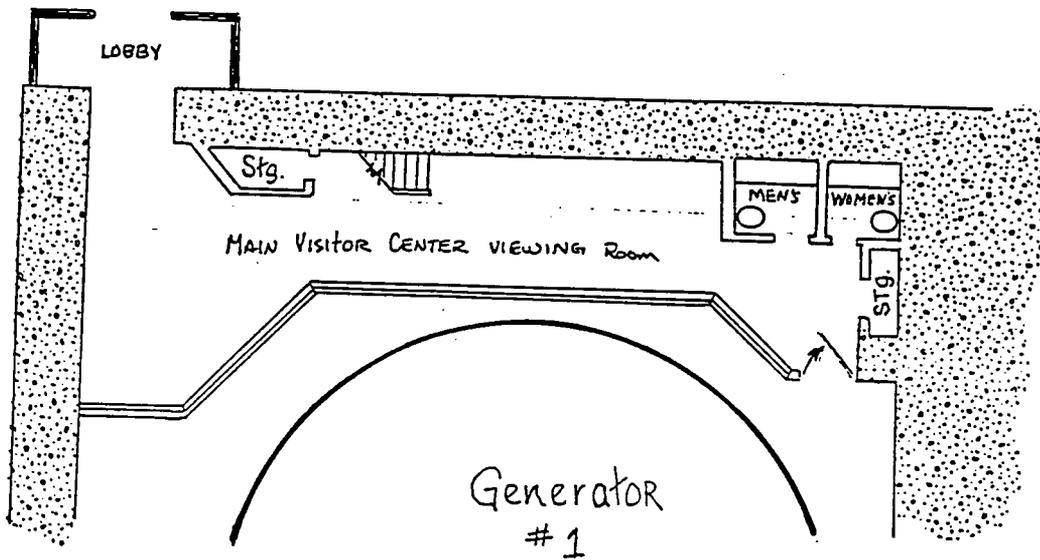
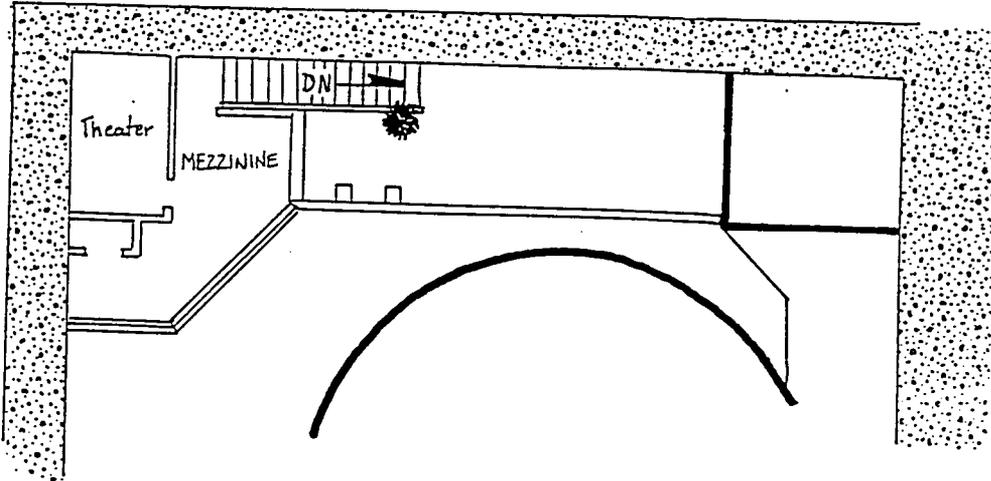
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# VISITOR CENTER & ACCESS ROUTE OVERVIEW



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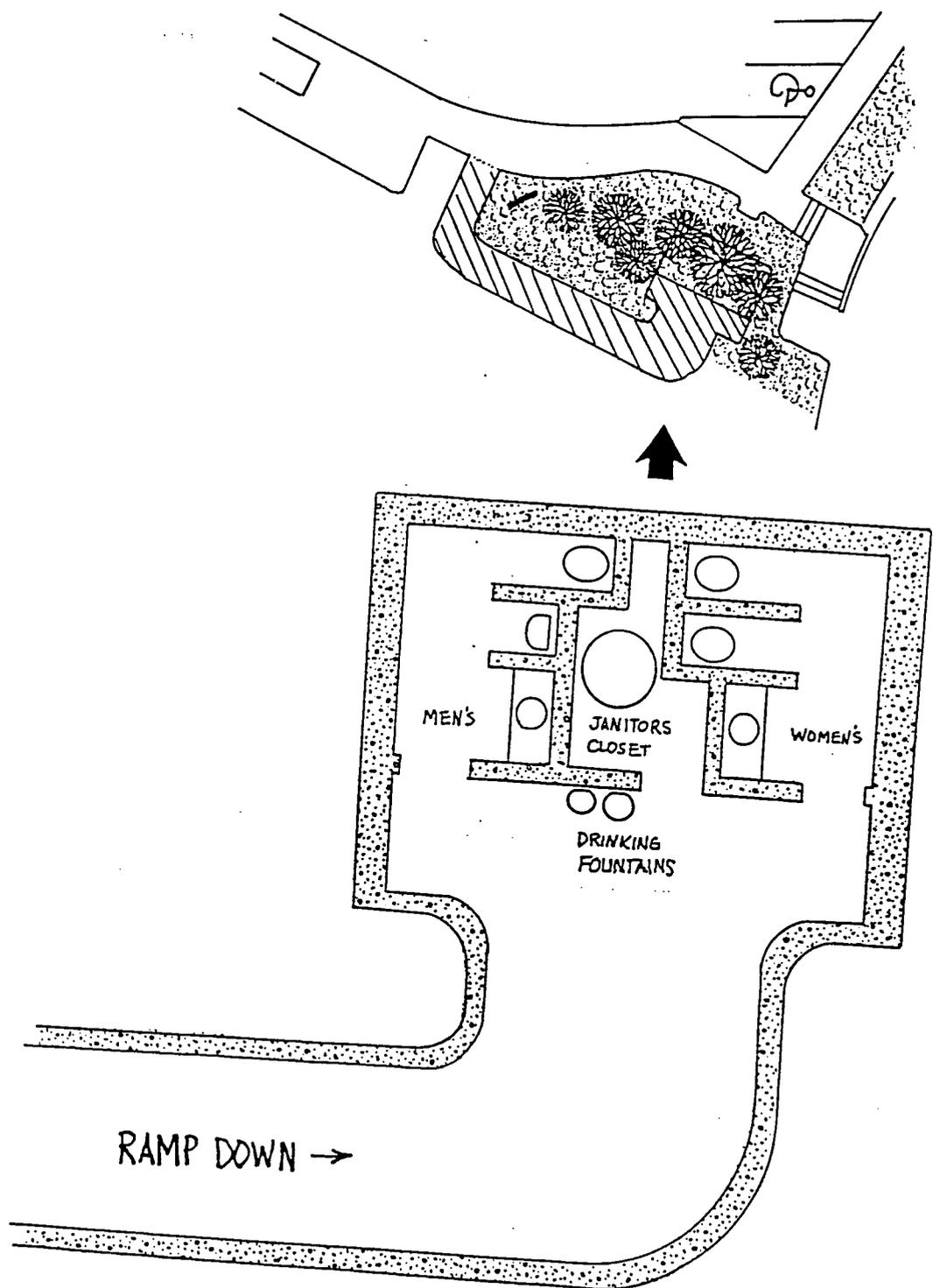
# Visitor Center Detail



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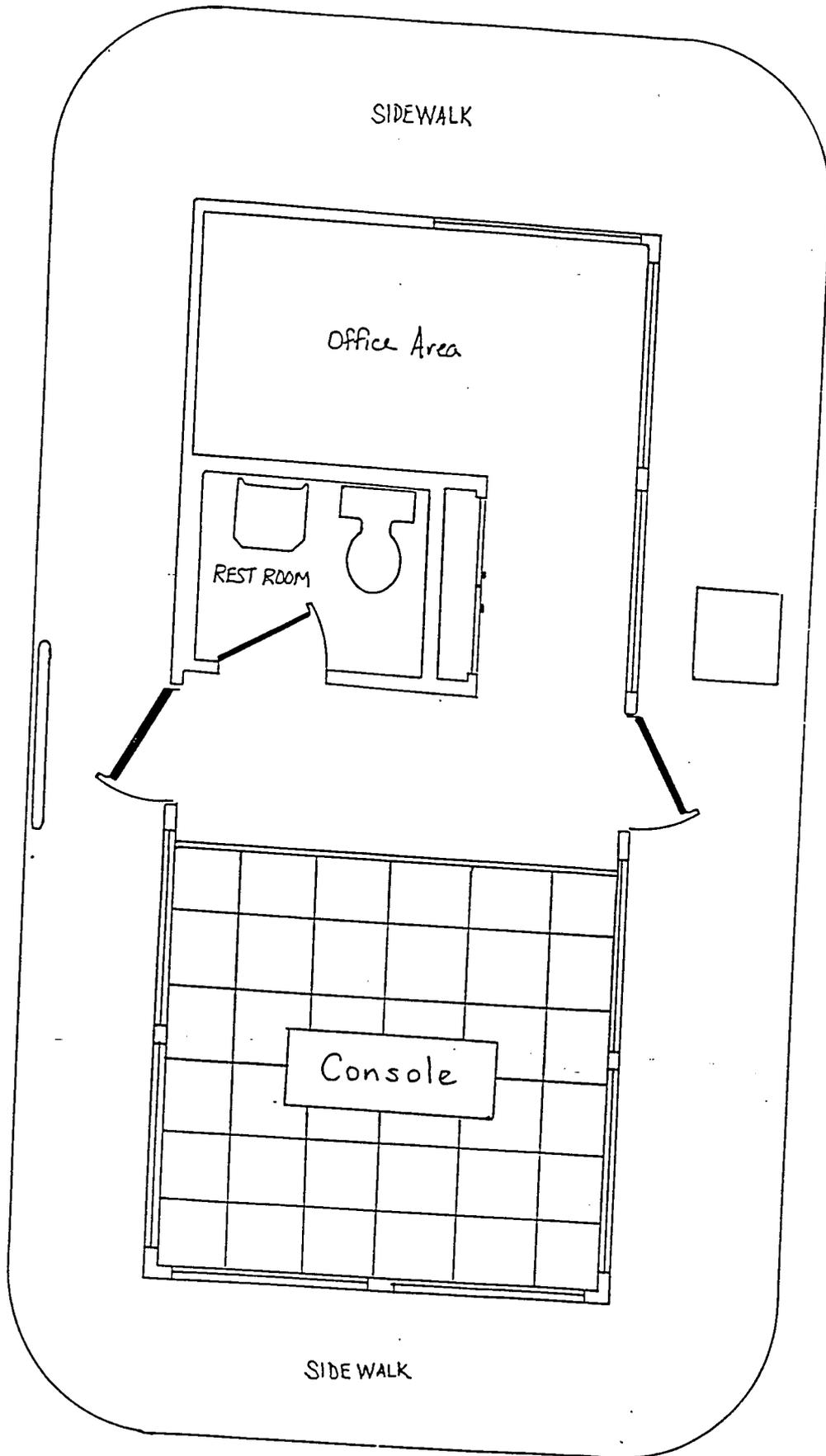
# SPILLWAY VIEWPOINT

## WALKWAY & RESTROOMS



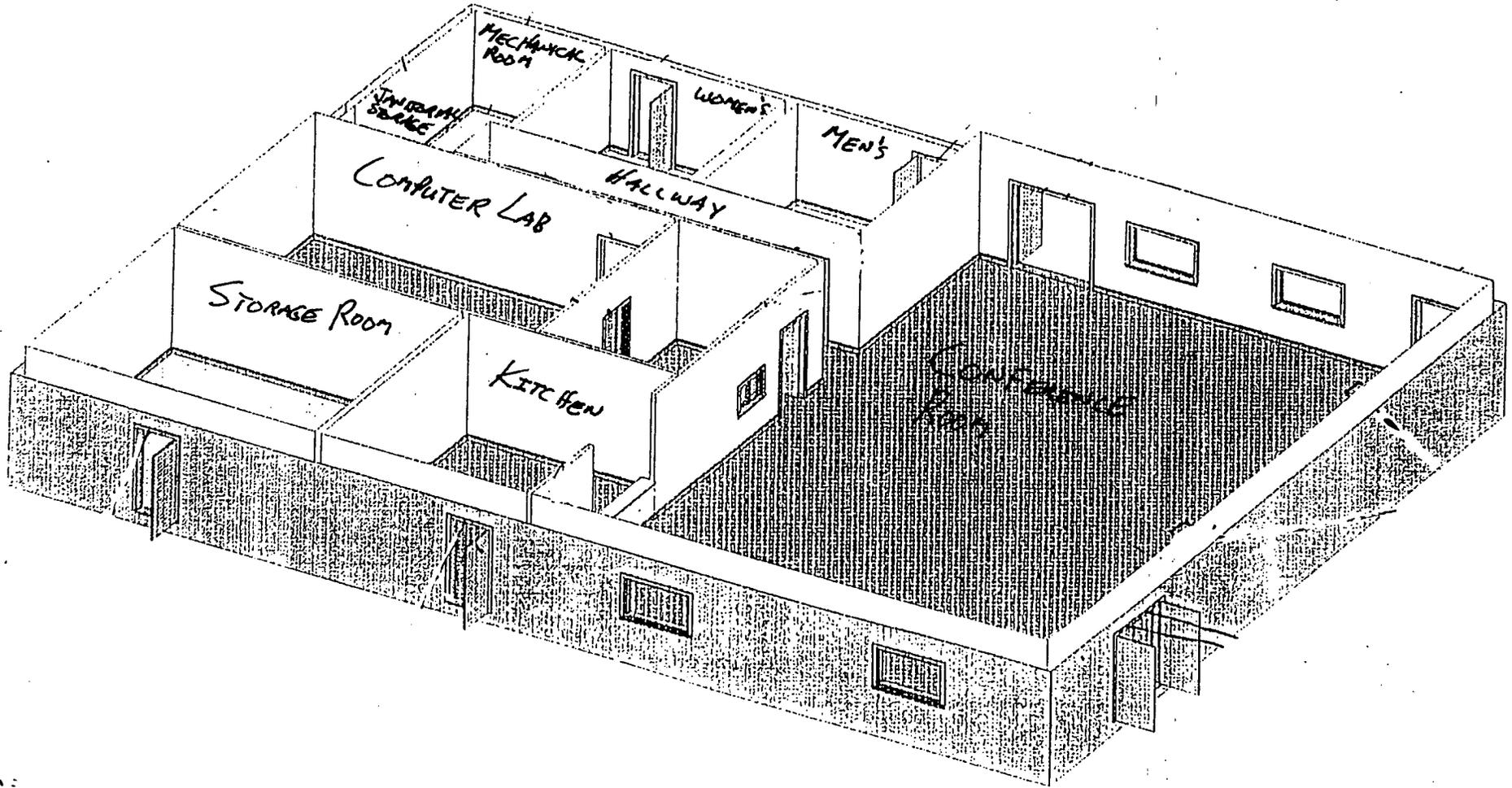
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# SECURITY STATION



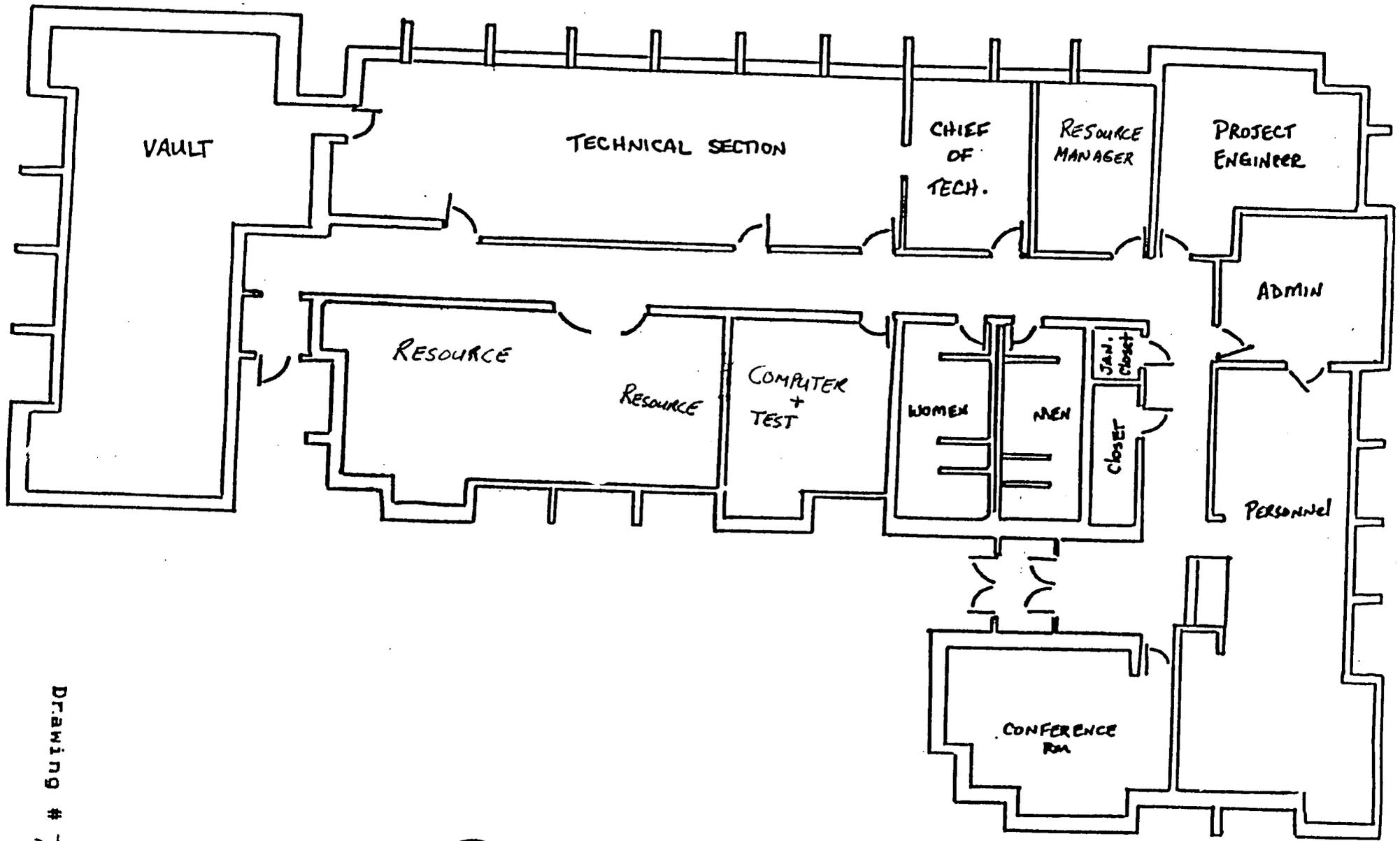
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# Commons Building



DRAWING # 6

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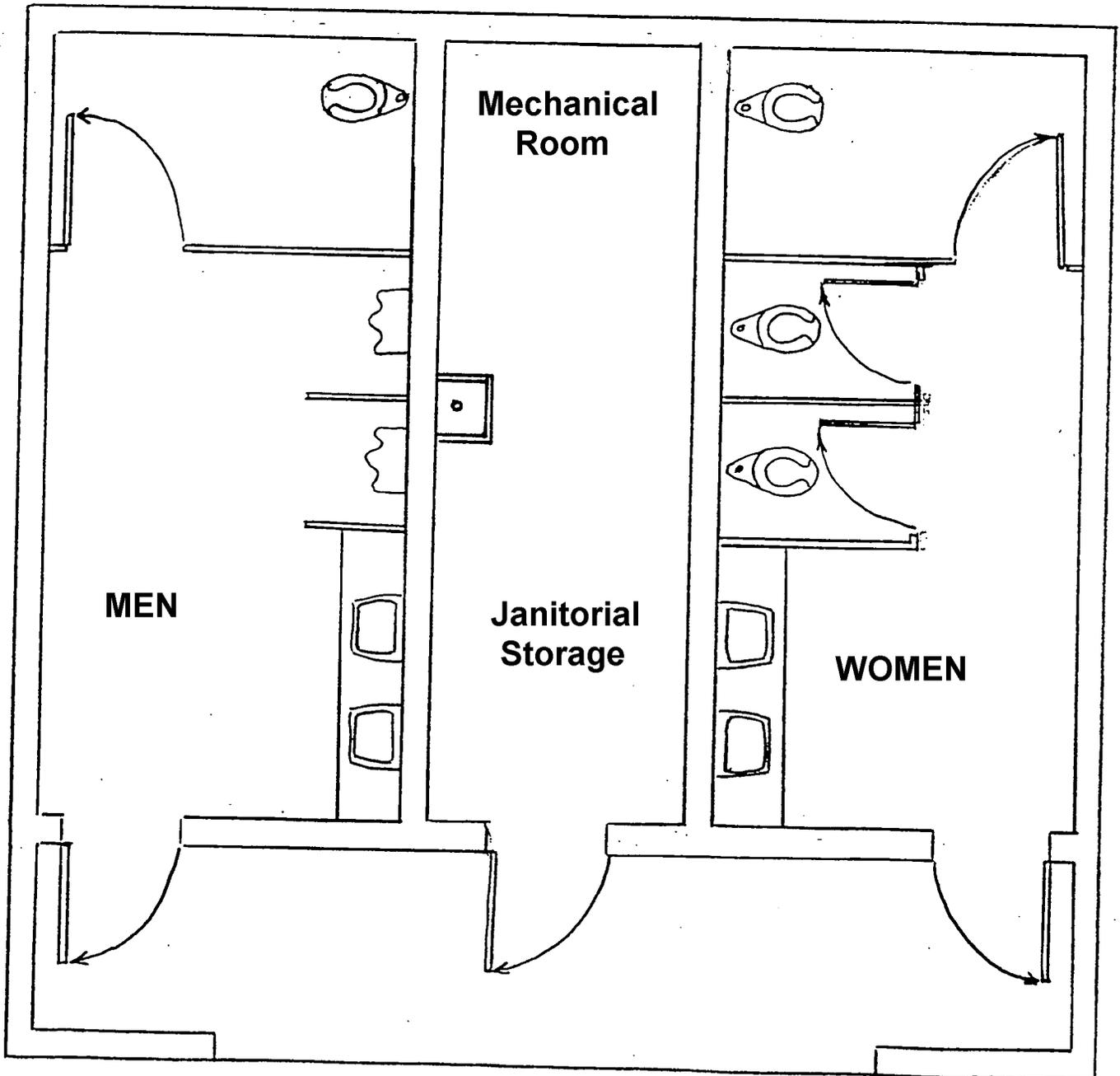


Drawing # 7

PROJECT OFFICE

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# Orientation Restroom



Drawing #8

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## SECTION E Inspection and Acceptance

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

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

## 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but

not later than the day of final payment under the contract.

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY FULL TEXT

## 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor

shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G Contract Administration Data

SECTION G

CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATOR: Contract will be administered by:

Seattle District, Corps of Engineers  
CENWS-CT-CB-CU  
P.O. Box 3755  
Seattle, Washington 98134-2385

Name: Judith Tomlinson  
Telephone: 206-764-6804

Authorized Contracting Officer's Representative:

Will be provided at time of contract award.

2. INVOICE SUBMITTAL:

The contractor shall submit invoices for payment as follow:

Original & 2 copies:

US Army Corps of Engineers Finance Center  
ATTN: CEFC-AO-P  
5720 Integrity Drive  
Millington, TN 38054-5005

One copy to:

Corps of Engineers  
Chief Joseph Dam Project  
P.O. Box 1120  
Bridgeport, Washington 98813

Payment will be made by:

US Army Corps of Engineers Finance Center  
ATTN: CEFC-AO-P  
5720 Integrity Drive  
Millington, TN 38054-5005

See Section C for additional invoice and payment information.

3. ACCOUNTING AND APPROPRIATION DATA:

Will be provided at time of contract award.



## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

## Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

**Required Insurance**

a. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

(1) Workers' Compensation and Employer's Liability Insurance as legally required by the state wherein the work is being performed. Employer's liability coverage of at least \_\$100,000\_ shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. If occupational diseases are not compensable under the Federal or State Workers' compensation and occupational disease statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

(2) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy; however, property damage liability insurance ordinarily shall not be required.

(3) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than (30) days after written notice thereof to the Contracting Officer.

Your attention is invited to the clause in Section I entitled "Service Contract Act of 1965." The following U.S. Department of Labor Wage Determination 94-2565, (Rev. 13) dated 09/28/2000, is attached hereto and made a part of this solicitation and subsequent contract. See Section J.

Wage Determinations are applicable to work in the counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Orielle, Spokane, Stevens and Whitman of the State of Washington.

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## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

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

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

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

## 52.202-1 DEFINITIONS. (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

### 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts

under this contract which exceed \$100,000.

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in

paragraph (b) of this clause.

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

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

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
  - (i) The base fee established in the contract at the time of contract award;
  - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
  - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

#### 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

## (2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to

disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

- (1) 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.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

#### 52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) 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.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

#### 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under

FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

#### 52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

#### 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 30 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) 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 five years.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, 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); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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 the stock of which is owned by one or more women; and

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
  - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
  - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
  - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary

of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

#### 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of

the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the

term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage

determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the

Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any

duration longer than semi-monthly.

(k) **Withholding of Payments and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.** (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under

section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT  
(MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
  - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
  - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

#### 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(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)

#### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included

in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

#### 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

#### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the

invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

#### 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

#### 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any

perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without

request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

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

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

may be deducted from the contract price.

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

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

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

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

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

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

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

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive

basis to its proteges.

#### 52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

#### 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
  - (3) A decrease in or substitution of Government-furnished property; or
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- (j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
  - (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this clause shall be in writing.
- (l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

- (a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--
- (1) The Contractor submits a timely written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.
- (c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
  - (2) To the extent property is consumed in performing this contract; or
  - (3) As otherwise provided for by the provisions of this contract.
- (d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.
- (e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### 52.246-20 WARRANTY OF SERVICES (APR 1984)

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 120 days from the date of acceptance by the Government**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

#### 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

- (a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.
- (b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers,

superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
  - (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
  - (3) A separate and complete major industrial operation connected with the performance of this contract.
- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
  - (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
  - (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer

decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings

[Figures in percent]

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Sharing arrangement

Contract type	Incentive (voluntary)		Program requirement (mandatory)	
	Concurrent and Instant future contract contract rate		Concurrent and Instant future contract contract rate	
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2)	\1\ 50/50	(\2)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

\1\ The contracting officer may increase the contractor’s sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract’s profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor’s sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor’s share is calculated by multiplying net acquisition savings by the appropriate Contractor’s percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor’s share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor’s dollar share per unit on future contracts, or provide the lump-sum payment;

- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
- (i) Fixed-price contracts--add to contract price.
  - (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
  - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
  - (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
  - (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work

terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

- (a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.
- (b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and

Nonprocurement Programs.

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

#### 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

#### 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

- (1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
  - (i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
    - (a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
    - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
    - (C) Upholstered seats (whether for household, office, or other use); and
    - (D) Parachutes (Federal Supply Class 1670); or
  - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

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SECTION J List of Documents, Exhibits and Other Attachments

SECTION J – LIST OF ATTACHMENTS

- (1) Exhibit A, DD Form 1423, Contract Data Requirements
- (2) U.S. Department of Labor Wage Determination No. 94-2565, Revision 13, dated 09/28/2000

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# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0001		<b>B. EXHIBIT</b>		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____ X _____	
<b>D. SYSTEM/ITEM</b> JANITORIAL SERVICES			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>
<b>1. DATA ITEM NO.</b> 001	<b>2. TITLE OF DATA ITEM</b> LIST OF SUPPLIES, ETC.			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> PARA 3.a		<b>6. REQUIRING OFFICE</b> CENWS-OD-CJ	
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	
<b>16. REMARKS</b> CLEAN				<b>b. COPIES</b>	
				Draft	Final
				CENWS-OD-CJ	
				2	
				15. TOTAL → 2	
<b>1. DATA ITEM NO.</b> 002	<b>2. TITLE OF DATA ITEM</b> EQUIPMENT LIST			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> PARA 3.b.		<b>6. REQUIRING OFFICE</b> CENWS-OD-CJ	
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> OTIME	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	
<b>16. REMARKS</b>				<b>b. COPIES</b>	
				Draft	Final
				CENWS-OD-CJ	
				1	
				15. TOTAL → 1	
<b>1. DATA ITEM NO.</b> 003	<b>2. TITLE OF DATA ITEM</b> LIST OF EMPLOYEES			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> PARA 3.c.		<b>6. REQUIRING OFFICE</b> CENWS-OD-CJ	
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	
<b>16. REMARKS</b> INCLUDE SUPERVISOR'S NAME AND PHONE NUMBER.				<b>b. COPIES</b>	
				Draft	Final
				CENWS-OD-CJ	
				1	
				15. TOTAL → 1	
<b>1. DATA ITEM NO.</b> 004	<b>2. TITLE OF DATA ITEM</b> SAFETY PLAN			<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> PARA 15		<b>6. REQUIRING OFFICE</b> CENWS-OD-CJ	
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	
<b>16. REMARKS</b>				<b>b. COPIES</b>	
				Draft	Final
				CENWS-OD-CJ	
				1	
				15. TOTAL → 1	
<b>G. PREPARED BY</b> JUDITH TOMLINSON			<b>H. DATE</b>	<b>I. APPROVED BY</b>	
				<b>J. DATE</b>	

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

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# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b> 0001	<b>B. EXHIBIT</b>	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER <u>X</u>	
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<b>D. SYSTEM/ITEM</b> JANITORIAL SERVICES	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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1. DATA ITEM NO. 005	2. TITLE OF DATA ITEM CERTIFICATE OF INSURANCE	3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE PARA 3.e	
6. REQUIRING OFFICE CENWS-OD-CJ		14. DISTRIBUTION	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		a. ADDRESSEE CENWS-OD-CJ	b. COPIES Draft Final Reg Repro 1
		15. TOTAL →	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. 006	2. TITLE OF DATA ITEM DAILY WORK LOGS	3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE PARA 12	
6. REQUIRING OFFICE CENWS-OD-CJ		14. DISTRIBUTION	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		a. ADDRESSEE CENWS-OD-CJ	b. COPIES Draft Final Reg Repro 1
		15. TOTAL →	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE	
6. REQUIRING OFFICE		14. DISTRIBUTION	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		a. ADDRESSEE	b. COPIES Draft Final Reg Repro
		15. TOTAL →	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE	
6. REQUIRING OFFICE		14. DISTRIBUTION	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		a. ADDRESSEE	b. COPIES Draft Final Reg Repro
		15. TOTAL →	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

<b>G. PREPARED BY</b> JUDITH TOMLINSON	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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**WAGE DETERMINATION NO: 94-2565 REV (13) AREA: WA, SPOKANE**

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**WAGE DETERMINATION NO: 94-2565 REV (13) AREA: WA, SPOKANE**  
**REGISTER OF WAGE DETERMINATIONS UNDER U. S. DEPARTMENT OF LABOR**  
**\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MDU WITH DOL\*\*\***  
**WASHINGTON D. C. 20210**

**William W Gross**  
**Director**

**Division of**  
**Wage Determinations**

**Wage Determination No.: 1994-2565**  
**Revision No.: 13**  
**Date Of Last Revision: 09/28/2000**

---

**State: Washington**  
**Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman**

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

**OCCUPATION TITLE**  
**RATE**

**MINIMUM WAGE**

**Administrative Support and Clerical Occupations**

**Accounting Clerk I**  
**7.95**  
**Accounting Clerk II**  
**8.16**  
**Accounting Clerk III**  
**10.27**  
**Accounting Clerk IV**  
**11.78**  
**Court Reporter**  
**10.40**  
**Dispatcher, Motor Vehicle**  
**8.51**  
**Document Preparation Clerk**  
**9.85**  
**Duplicating Machine Operator**  
**9.85**  
**Film/Tape Librarian**  
**9.33**  
**General Clerk I**  
**5.97**  
**General Clerk II**  
**6.73**  
**General Clerk III**  
**9.85**

**General Clerk IV**  
**11. 06**  
**Housing Referral Assistant**  
**12. 04**  
**Key Entry Operator I**  
**8. 18**  
**Key Entry Operator II**  
**10. 60**  
**Messenger (Courier)**  
**5. 97**  
**Order Clerk I**  
**7. 95**  
**Order Clerk II**  
**10. 27**  
**Personnel Assistant (Employment) I**  
**8. 30**  
**Personnel Assistant (Employment) II**  
**9. 33**  
**Personnel Assistant (Employment) III**  
**10. 40**  
**Personnel Assistant (Employment) IV**  
**12. 04**  
**Production Control Clerk**  
**12. 30**  
**Rental Clerk**  
**9. 33**  
**Scheduler, Maintenance**  
**9. 33**  
**Secretary I**  
**9. 33**  
**Secretary II**  
**10. 40**  
**Secretary III**  
**12. 04**  
**Secretary IV**  
**14. 83**  
**Secretary V**  
**15. 95**  
**Service Order Dispatcher**  
**11. 57**  
**Stenographer I**  
**9. 19**  
**Stenographer II**  
**10. 22**  
**Supply Technician**  
**12. 56**  
**Survey Worker (Interviewer)**  
**10. 40**  
**Switchboard Operator-Receptionist**  
**8. 05**  
**Test Examiner**  
**10. 40**  
**Test Proctor**  
**10. 40**

**Travel Clerk I**  
**8. 77**  
**Travel Clerk II**  
**9. 22**  
**Travel Clerk III**  
**9. 87**  
**Wrd Processor I**  
**8. 99**  
**Wrd Processor II**  
**10. 09**  
**Wrd Processor III**  
**11. 27**  
**Automatic Data Processing Occupations**  
**Computer Data Librarian**  
**8. 92**  
**Computer Operator I**  
**8. 71**  
**Computer Operator II**  
**10. 46**  
**Computer Operator III**  
**12. 63**  
**Computer Operator IV**  
**14. 02**  
**Computer Operator V**  
**15. 53**  
**Computer Programmer I (1)**  
**11. 56**  
**Computer Programmer II (1)**  
**14. 38**  
**Computer Programmer III (1)**  
**17. 12**  
**Computer Programmer IV (1)**  
**20. 70**  
**Computer Systems Analyst I (1)**  
**18. 07**  
**Computer Systems Analyst II (1)**  
**20. 93**  
**Computer Systems Analyst III (1)**  
**24. 33**  
**Peripheral Equipment Operator**  
**10. 59**  
**Automotive Service Occupations**  
**Automotive Body Repairer, Fiberglass**  
**16. 48**  
**Automotive Glass Installer**  
**15. 16**  
**Automotive Worker**  
**15. 16**  
**Electrician, Automotive**  
**16. 48**  
**Mobile Equipment Servicer**  
**14. 33**  
**Motor Equipment Metal Mechanic**  
**16. 48**

**Motor Equipment Metal Worker**  
**15. 16**  
**Motor Vehicle Mechanic**  
**16. 57**  
**Motor Vehicle Mechanic Helper**  
**13. 02**  
**Motor Vehicle Upholstery Worker**  
**14. 33**  
**Motor Vehicle Wecker**  
**15. 16**  
**Painter, Automotive**  
**15. 81**  
**Radiator Repair Specialist**  
**15. 16**  
**Tire Repairer**  
**13. 21**  
**Transmission Repair Specialist**  
**16. 48**  
**Food Preparation and Service Occupations**  
**Baker**  
**8. 89**  
**Cook I**  
**7. 73**  
**Cook II**  
**8. 89**  
**Dishwasher**  
**6. 79**  
**Food Service Worker**  
**6. 79**  
**Meat Cutter**  
**8. 89**  
**Waiter/Waitress**  
**7. 11**  
**Furniture Maintenance and Repair Occupations**  
**Electrostatic Spray Painter**  
**15. 81**  
**Furniture Handler**  
**12. 67**  
**Furniture Refinisher**  
**15. 81**  
**Furniture Refinisher Helper**  
**13. 02**  
**Furniture Repairer, Minor**  
**14. 33**  
**Upholsterer**  
**15. 81**  
**General Services and Support Occupations**  
**Cleaner, Vehicles**  
**6. 79**  
**Elevator Operator**  
**6. 79**  
**Gardener**  
**6. 79**

**House Keeping Aid I**  
**6. 79**  
**House Keeping Aid II**  
**7. 11**  
**Janitor**  
**6. 79**  
**Laborer, Grounds Maintenance**  
**6. 88**  
**Mid or Houseman**  
**6. 45**  
**Pest Controller**  
**7. 96**  
**Refuse Collector**  
**6. 79**  
**Tractor Operator**  
**8. 15**  
**Window Cleaner**  
**7. 11**  
**Health Occupations**  
**Dental Assistant**  
**10. 93**  
**Emergency Medical Technician (EMT)/Paramedic/Anbuance Driver**  
**10. 93**  
**Licensed Practical Nurse I**  
**8. 71**  
**Licensed Practical Nurse II**  
**9. 77**  
**Licensed Practical Nurse III**  
**10. 93**  
**Medical Assistant**  
**9. 77**  
**Medical Laboratory Technician**  
**9. 77**  
**Medical Record Clerk**  
**9. 77**  
**Medical Record Technician**  
**13. 54**  
**Nursing Assistant I**  
**7. 10**  
**Nursing Assistant II**  
**7. 98**  
**Nursing Assistant III**  
**8. 71**  
**Nursing Assistant IV**  
**9. 77**  
**Pharmacy Technician**  
**12. 19**  
**Phlebotomist**  
**9. 77**  
**Registered Nurse I**  
**13. 54**  
**Registered Nurse II**  
**16. 57**

**Registered Nurse II, Specialist**  
**16. 57**  
**Registered Nurse III**  
**20. 05**  
**Registered Nurse III, Anesthetist**  
**20. 05**  
**Registered Nurse IV**  
**24. 02**  
**Information and Arts Occupations**  
**Audiovisual Librarian**  
**14. 29**  
**Exhibits Specialist I**  
**12. 09**  
**Exhibits Specialist II**  
**14. 98**  
**Exhibits Specialist III**  
**18. 27**  
**Illustrator I**  
**12. 09**  
**Illustrator II**  
**14. 98**  
**Illustrator III**  
**18. 27**  
**Librarian**  
**15. 95**  
**Library Technician**  
**10. 40**  
**Photographer I**  
**11. 34**  
**Photographer II**  
**12. 69**  
**Photographer III**  
**14. 98**  
**Photographer IV**  
**18. 27**  
**Photographer V**  
**22. 17**  
**Laundry, Dry Cleaning, Pressing and Related Occupations**  
**Assembler**  
**7. 11**  
**Counter Attendant**  
**7. 11**  
**Dry Cleaner**  
**8. 35**  
**Finisher, Flatwork, Machine**  
**7. 11**  
**Presser, Hand**  
**7. 11**  
**Presser, Machine, Drycleaning**  
**7. 11**  
**Presser, Machine, Shirts**  
**7. 11**  
**Presser, Machine, Wearing Apparel, Laundry**  
**7. 11**

**Sewing Machine Operator**  
**8. 93**  
**Tailor**  
**9. 50**  
**Washer, Machine**  
**7. 45**  
**Machine Tool Operation and Repair Occupations**  
**Machine-Tool Operator (Toolroom)**  
**15. 81**  
**Tool and Die Maker**  
**18. 62**  
**Material Handling and Packing Occupations**  
**Forklift Operator**  
**13. 30**  
**Fuel Distribution System Operator**  
**14. 29**  
**Material Coordinator**  
**13. 66**  
**Material Expediter**  
**13. 66**  
**Material Handling Laborer**  
**10. 00**  
**Order Filler**  
**12. 83**  
**Production Line Worker (Food Processing)**  
**12. 03**  
**Shipping Packer**  
**11. 34**  
**Shipping/Receiving Clerk**  
**11. 34**  
**Stock Clerk (Shelf Stocker; Store Worker II)**  
**12. 34**  
**Store Worker I**  
**10. 63**  
**Tools and Parts Attendant**  
**12. 67**  
**Warehouse Specialist**  
**12. 03**  
**Mechanics and Maintenance and Repair Occupations**  
**Aircraft Mechanic**  
**16. 48**  
**Aircraft Mechanic Helper**  
**13. 02**  
**Aircraft Quality Control Inspector**  
**17. 14**  
**Aircraft Servicer**  
**14. 33**  
**Aircraft Worker**  
**15. 16**  
**Appliance Mechanic**  
**15. 81**  
**Bicycle Repairer**  
**13. 21**

**Cable Splicer**  
**16. 48**  
**Carpenter, Maintenance**  
**15. 81**  
**Carpet Layer**  
**15. 16**  
**Electrician, Maintenance**  
**19. 01**  
**Electronics Technician, Maintenance I**  
**15. 53**  
**Electronics Technician, Maintenance II**  
**16. 95**  
**Electronics Technician, Maintenance III**  
**17. 72**  
**Fabric Worker**  
**14. 33**  
**Fire Alarm System Mechanic**  
**16. 48**  
**Fire Extinguisher Repairer**  
**13. 77**  
**Fuel Distribution System Mechanic**  
**16. 48**  
**General Maintenance Worker**  
**15. 16**  
**Heating, Refrigeration and Air Conditioning Mechanic**  
**16. 48**  
**Heavy Equipment Mechanic**  
**16. 48**  
**Heavy Equipment Operator**  
**15. 66**  
**Instrument Mechanic**  
**16. 48**  
**Laborer**  
**6. 79**  
**Locksmith**  
**15. 81**  
**Machinery Maintenance Mechanic**  
**16. 48**  
**Mechanic, Maintenance**  
**16. 48**  
**Maintenance Trades Helper**  
**13. 02**  
**Millwright**  
**16. 48**  
**Office Appliance Repairer**  
**16. 48**  
**Painter, Aircraft**  
**15. 81**  
**Painter, Maintenance**  
**15. 81**  
**Pipefitter, Maintenance**  
**16. 48**  
**Plumber, Maintenance**  
**15. 81**

**Pneudraulic Systems Mechanic**  
**16. 48**  
**Rigger**  
**16. 48**  
**Scale Mechanic**  
**15. 16**  
**Sheet-Metal Worker, Maintenance**  
**16. 48**  
**Small Engine Mechanic**  
**15. 16**  
**Telecommunication Mechanic I**  
**16. 48**  
**Telecommunication Mechanic II**  
**17. 14**  
**Telephone Lineman**  
**16. 48**  
**Welder, Combination, Maintenance**  
**16. 48**  
**Well Driller**  
**16. 48**  
**Woodcraft Worker**  
**16. 48**  
**Woodworker**  
**14. 29**  
**Miscellaneous Occupations**  
**Animal Caretaker**  
**7. 42**  
**Carnival Equipment Operator**  
**8. 14**  
**Carnival Equipment Repairer**  
**8. 57**  
**Carnival Worker**  
**6. 79**  
**Cashier**  
**7. 41**  
**Desk Clerk**  
**9. 01**  
**Embalmer**  
**16. 57**  
**Lifeguard**  
**8. 05**  
**Mortician**  
**16. 57**  
**Park Attendant (Aide)**  
**10. 14**  
**Photofinishing Worker (Photo Lab Tech. , Darkroom Tech)**  
**8. 05**  
**Recreation Specialist**  
**12. 48**  
**Recycling Worker**  
**7. 73**  
**Sales Clerk**  
**8. 05**

**School Crossing Guard (Crosswalk Attendant)**  
**6. 79**  
**Sport Official**  
**8. 05**  
**Survey Party Chief (Chief of Party)**  
**16. 09**  
**Surveying Aide**  
**8. 87**  
**Surveying Technician (Instr. Person/Surveyor Asst./Instr.)**  
**12. 14**  
**Swimming Pool Operator**  
**7. 42**  
**Vending Machine Attendant**  
**7. 73**  
**Vending Machine Repairer**  
**8. 89**  
**Vending Machine Repairer Helper**  
**7. 73**  
**Personal Needs Occupations**  
**Child Care Attendant**  
**9. 01**  
**Child Care Center Clerk**  
**11. 27**  
**Chore Aid**  
**6. 45**  
**Homemaker**  
**12. 48**  
**Plant and System Operation Occupations**  
**Boiler Tender**  
**16. 48**  
**Sewage Plant Operator**  
**15. 81**  
**Stationary Engineer**  
**16. 48**  
**Ventilation Equipment Tender**  
**13. 02**  
**Water Treatment Plant Operator**  
**15. 81**  
**Protective Service Occupations**  
**Alarm Monitor**  
**10. 92**  
**Corrections Officer**  
**18. 00**  
**Court Security Officer**  
**19. 14**  
**Detention Officer**  
**18. 00**  
**Firefighter**  
**18. 02**  
**Guard I**  
**6. 90**  
**Guard II**  
**10. 92**

**Police Officer**  
**21. 40**  
**Stevedoring/Longshoremen Occupations**  
**Blocker and Bracer**  
**14. 00**  
**Hatch Tender**  
**14. 00**  
**Line Handler**  
**14. 00**  
**Stevedore I**  
**13. 35**  
**Stevedore II**  
**14. 67**  
**Technical Occupations**  
**Air Traffic Control Specialist, Center (2)**  
**26. 07**  
**Air Traffic Control Specialist, Station (2)**  
**17. 98**  
**Air Traffic Control Specialist, Terminal (2)**  
**19. 79**  
**Archeological Technician I**  
**10. 81**  
**Archeological Technician II**  
**12. 12**  
**Archeological Technician III**  
**14. 98**  
**Cartographic Technician**  
**14. 98**  
**Civil Engineering Technician**  
**14. 98**  
**Computer Based Training (CBT) Specialist/ Instructor**  
**18. 07**  
**Drafter I**  
**9. 64**  
**Drafter II**  
**10. 76**  
**Drafter III**  
**12. 09**  
**Drafter IV**  
**14. 98**  
**Engineering Technician I**  
**9. 64**  
**Engineering Technician II**  
**10. 76**  
**Engineering Technician III**  
**12. 09**  
**Engineering Technician IV**  
**14. 98**  
**Engineering Technician V**  
**18. 27**  
**Engineering Technician VI**  
**22. 17**  
**Environmental Technician**  
**14. 02**

**Flight Simulator/Instructor (Pilot)**  
**20. 93**  
**Graphic Artist**  
**18. 07**  
**Instructor**  
**18. 08**  
**Laboratory Technician**  
**12. 63**  
**Mathematical Technician**  
**14. 98**  
**Paralegal/Legal Assistant I**  
**10. 40**  
**Paralegal/Legal Assistant II**  
**14. 83**  
**Paralegal/Legal Assistant III**  
**18. 09**  
**Paralegal/Legal Assistant IV**  
**21. 95**  
**Photooptics Technician**  
**14. 98**  
**Technical Writer**  
**15. 72**  
**Unexploded (UX0) Safety Escort**  
**16. 57**  
**Unexploded (UX0) Sweep Personnel**  
**16. 57**  
**Unexploded Ordnance (UX0) Technician I**  
**16. 57**  
**Unexploded Ordnance (UX0) Technician II**  
**20. 05**  
**Unexploded Ordnance (UX0) Technician III**  
**24. 02**  
**Weather Observer, Combined Upper Air and Surface Programs (3)**  
**12. 63**  
**Weather Observer, Senior (3)**  
**14. 04**  
**Weather Observer, Upper Air (3)**  
**12. 63**  
**Transportation/ Mobile Equipment Operation Occupations**  
**Bus Driver**  
**14. 29**  
**Parking and Lot Attendant**  
**7. 10**  
**Shuttle Bus Driver**  
**9. 47**  
**Taxi Driver**  
**8. 52**  
**Truckdriver, Heavy Truck**  
**16. 95**  
**Truckdriver, Light Truck**  
**8. 98**  
**Truckdriver, Medium Truck**  
**14. 29**

**Truckdriver, Tractor-Trailer  
16.95**

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.**

**VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 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 including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives 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 explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.**

**A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is**

**covered under high degree hazard.)**

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

**If employees are required to wear uniforms in the performance of this contract (either by**

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

**Source of Occupational Title and Descriptions:**

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

**officer.**

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

**Conformance Process:**

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

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

**The process for preparing a conformance request is as follows:**

**1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)**

**and computes a proposed rate(s).**

**2) After contract award, the contractor prepares a written report listing in order proposed**

**classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.**

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