



**US Army Corps  
of Engineers®**

Seattle District

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# **Storage and Management of Seattle District Inactive Records**

**Seattle District Corps of Engineers**

**Services Solicitation  
and Specifications**

**This is a 100% Small Business  
Set-Aside**

**February 2003**

THIS PROCUREMENT IS:

## **100% set-aside for Small Business**

**FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUALS** Monday through Friday between the hours of 8:00 a.m. and 3:30 p.m.:

TECHNICAL MATTERS: [techbid@nws02.usace.army.mil](mailto:techbid@nws02.usace.army.mil)

**Bid Opening: 6 March 2003 at 2:00 P.M Local Time**

BIDDING DOCUMENTS: Register for solicitations at the Internet site: <http://www.nws.usace.army.mil/ct/>

PLANHOLDER'S LISTS: Lists may also be obtained from the same site

ADMINISTRATIVE MATTERS: Susan Newby

Phone Number: (206)764-6780

Internet: [susan.f.newby@usace.army.mil](mailto:susan.f.newby@usace.army.mil)

FAX: (206) 764-6817

All individuals are at the following mailing and street addresses:  
(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755  
(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

# !!!CAUTION TO BIDDERS !!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing offers.
2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

**BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED**

3. **AMENDMENTS:** Have you acknowledged receipt of **ALL** amendments? If in doubt as to the number of amendments issued, please contact the Plans Room representative listed on the Information Page.
4. **AMENDED PAGES:** If any of the amendments furnished amended pages, **the amended pages must be used** in submitting your offer.
5. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?
6. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the opening office prior to the time specified for receipt of proposals. Any doubt as to time should be resolved in favor of **EXTRA TIME**. Transmission by Fax to this office is **NOT ACCEPTABLE**.
7. **CENTRAL CONTRACTOR REGISTRATION:** Your attention is drawn to DFARS Clause 252.204-7004, **REQUIRED CENTRAL CONTRACTOR REGISTRATION in section 00700. Lack of registration in the CCR database will make offeror ineligible for award.** Information on how to register and the time it takes are detailed in the clause.

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

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

|                 |                         |                 |                        |                            |
|-----------------|-------------------------|-----------------|------------------------|----------------------------|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|-----------------|-------------------------|-----------------|------------------------|----------------------------|

|                                       |         |  |                               |
|---------------------------------------|---------|--|-------------------------------|
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NUMBER (No collect calls) | 8. OFFER DUE DATE/ LOCAL TIME |
|---------------------------------------|---------|--|-------------------------------|

|                               |  |   |                    |
|-------------------------------|--|---|--------------------|
| 9. ISSUED BY _____ CODE _____ | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE: _____ % FOR<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br>NAICS:<br>SIZE STANDARD: | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE<br><br><input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br>13b. RATING _____<br>14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | 12. DISCOUNT TERMS |
|-------------------------------|--|---|--------------------|

|                                 |                                      |
|---------------------------------|--------------------------------------|
| 15. DELIVER TO _____ CODE _____ | 16. ADMINISTERED BY _____ CODE _____ |
|---------------------------------|--------------------------------------|

|  |  |
|--|--|
| 17a. CONTRACTOR/OFFEROR _____ CODE _____ FACILITY CODE _____                                 | 18a. PAYMENT WILL BE MADE BY _____ CODE _____  |
| TELEPHONE NO. _____  |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |

| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--|-----------------------------------|--------------|----------|----------------|------------|
| (Use Reverse and/or Attach Additional Sheets as Necessary) |                                   |              |          |                |            |

|                                       |   |
|---------------------------------------|---|
| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) |
|---------------------------------------|---|

|  |   |
|--|---|
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED   |   |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED  |   |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |

|   |  |  |                  |
|---|--|--|------------------|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR          | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |  |                  |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | 30c. DATE SIGNED   | 31b. NAME OF CONTRACTING OFFICER (Type or print) | 31c. DATE SIGNED |

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     
 INSPECTED     
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|                 |                    |                                 |  |                  |
|-----------------|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| PARTIAL         | FINAL              |                                 |  |                  |

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

|   |                                      |
|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> )    |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                            |
|   | 42b. RECEIVED AT ( <i>Location</i> ) |
|   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |
|   | 42d. TOTAL CONTAINERS                |

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

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## CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Secretary) (CORPORATE SEAL)

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## AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

\_\_\_\_\_

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

| NAME  | SIGNATURE | SOCIAL SECURITY NO. |
|-------|-----------|---------------------|
| _____ | _____     | _____               |
| _____ | _____     | _____               |
| _____ | _____     | _____               |
| _____ | _____     | _____               |

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**SECTION B  
SERVICES AND PRICES/COSTS**

NOTE:

1. Bidders shall offer a bid on all line items of the schedule. Failure to include pricing for all line items will result in rejection of the bid as non-responsive.
2. Refer to SECTION E. Submit Representations and Certifications with bid.
3. "NSP" means Not Separately Priced.
4. "NTE" means Not to Exceed. The quantities of items listed herein are maximum quantities. The Contractor will be paid only for quantities and services consumed.
5. The prior-year history of monthly storage for paper media cubic feet is reported from December 2001 through November 2002, with a low of 14,589/CF/MO to a high of 15,753/CF/MO. The Government does not anticipate exceeding 17,000/CF/MO for the upcoming contract.
6. The prior year history of monthly storage for vault media is reported from December 2001 through November 2002, with a low of 417/EA/MO to a high of 946/EA/MO. The Government does not anticipate exceeding 1,200/EA/MO for the upcoming contract.

**BASE YEAR  
(1 APRIL 2003 THRU 31 MARCH 2004)**

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u>   | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------|-------------|-------------------|---------------|
| 0001           | Management and storage of paper/vault media inactive records; boxes/files/film/tape cartridges/cassettes/platters; in accordance with the Statement of Work and all other provisions herein for the period 1 April 2003 through 31 March 2004 in strict accordance with the Statement of Work dated 10 January 2003. |                 |             |                   |               |
| 0001AA         | Storage - Paper Media - Monthly Cubic Footage. Estimated monthly usage is 16,000/CF/MO. Storage during any one month will not exceed 16,000/CF/MO x 12 months = 192,000/CF/YR. Billing will be based on actual usage per month.  | 192,000         | Cubic Feet  | \$ _____          | \$ _____      |
| 0001AB         | Paper Media. Retrieve and re-file boxes/files. Billing will be based on actual usage per month.  | 2,600           | Each        | \$ _____          | \$ _____      |
| 0001AC         | Paper Media. Receiving and processing new boxes/files. Billing will be based on actual usage per month.  | 800             | Each        | \$ _____          | \$ _____      |
| 0001AD         | Retiring records to the Federal Records Center. Billing will be based on actual usage per month.   | 200             | Box         | \$ _____          | \$ _____      |
| 0001AE         | Paper Media. Destruction of records. Billing will be based on actual usage per month.  | 600             | Box         | \$ _____          | \$ _____      |

|        |   |        |      |          |          |
|--------|---|--------|------|----------|----------|
| 0001AF | Storage - Vault Media. Computer disks/ cartridges. Estimated monthly usage is 1,000/ EA/MO. Storage during any one month will not exceed 1,000/ EA/MO x 7 months = 7,000/ EA/YR. Billing will be based on actual usage per month. | 12,000 | Each | \$ _____ | \$ _____ |
| 0001AG | Vault Media. Retrieval and re-file of disks/cartridges. Billing will be based on actual usage per month.  | 720    | Each | \$ _____ | \$ _____ |
| 0001AH | Vault Media. Receiving and processing new disks/cartridges. Billing will be based on actual usage per month.  | 1,080  | Each | \$ _____ | \$ _____ |
| 0001AJ | Vault Media. Withdrawn disks/cartridges. Billing will be based on actual usage per month.   | 140    | Each | \$ _____ | \$ _____ |
| 0001AK | Vault Media. Destruction of disks/cartridges. Billing will be based on actual usage per month.  | 150    | Each | \$ _____ | \$ _____ |
| 0001AL | Priority retrieval requests. Billing will be based on actual usage per month.   | 12     | Each | \$ _____ | \$ _____ |
| 0001AM | Emergency retrieval requests. Billing will be based on actual usage per month.  | 12     | Each | \$ _____ | \$ _____ |
| 0001AN | Paper Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month.   | 300    | Each | \$ _____ | \$ _____ |
| 0001AP | Paper Media. Delivery/pick-up - Field Offices. Billing will be based on actual usage per month.   | 140    | Each | \$ _____ | \$ _____ |
| 0001AQ | Vault Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month. NOTE: This services is strictly on an on-call basis. Refer to 4.f.(3) (a), page 35 of the Statement of Work.                    | 168    | Each | \$ _____ | \$ _____ |

**FIRST OPTION YEAR  
(1 APRIL 2004 THRU 31 MARCH 2005)**

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u>   | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------|-------------|-------------------|---------------|
| 0002           | Management and storage of paper/vault media inactive records; boxes/files/film/tape cartridges/cassettes/platters; in accordance with the Statement of Work and all other provisions herein for the period 1 April 2004 through 31 March 2005 in strict accordance with the Statement of Work dated 10 January 2003. |                 |             |                   |               |
| 0002AA         | Storage - Paper Media - Monthly Cubic Footage. Estimated monthly usage is 16,000/CF/MO. Storage during any one month will not exceed 16,000/CF/MO x 12 months = 192,000/CF/YR. Billing will be based on actual usage per month.  | 192,000         | Cubic Feet  | \$ _____          | \$ _____      |
| 0002AB         | Paper Media. Retrieve and re-file boxes/files. Billing will be based on actual usage per month.  | 2,600           | Each        | \$ _____          | \$ _____      |

Billing will be based on actual usage per month.

|        |   |        |      |          |          |
|--------|---|--------|------|----------|----------|
| 0002AC | Paper Media. Receiving and processing new boxes/files. Billing will be based on actual usage per month.   | 800    | Each | \$ _____ | \$ _____ |
| 0002AD | Retiring records to the Federal Records Center. Billing will be based on actual usage per month.  | 200    | Box  | \$ _____ | \$ _____ |
| 0002AE | Paper Media. Destruction of records. Billing will be based on actual usage per month.   | 600    | Box  | \$ _____ | \$ _____ |
| 0002AF | Storage - Vault Media. Computer disks/ cartridges. Estimated monthly usage is 1,000/ EA/MO. Storage during any one month will not exceed 1,000/ EA/MO x 7 months = 7,000/ EA/YR. Billing will be based on actual usage per month. | 12,000 | Each | \$ _____ | \$ _____ |
| 0002AG | Vault Media. Retrieval and re-file of disks/cartridges. Billing will be based on actual usage per month.  | 720    | Each | \$ _____ | \$ _____ |
| 0002AH | Vault Media. Receiving and processing new disks/cartridges. Billing will be based on actual usage per month.  | 1,080  | Each | \$ _____ | \$ _____ |
| 0002AJ | Vault Media. Withdrawn disks/cartridges. Billing will be based on actual usage per month.   | 140    | Each | \$ _____ | \$ _____ |
| 0002AK | Vault Media. Destruction of disks/cartridges. Billing will be based on actual usage per month.  | 150    | Each | \$ _____ | \$ _____ |
| 0002AL | Priority retrieval requests. Billing will be based on actual usage per month.   | 12     | Each | \$ _____ | \$ _____ |
| 0002AM | Emergency retrieval requests. Billing will be based on actual usage per month.  | 12     | Each | \$ _____ | \$ _____ |
| 0002AN | Paper Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month.   | 300    | Each | \$ _____ | \$ _____ |
| 0002AP | Paper Media. Delivery/pick-up - Field Offices. Billing will be based on actual usage per month.   | 140    | Each | \$ _____ | \$ _____ |
| 0002AQ | Vault Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month. NOTE: This services is strictly on an on-call basis. Refer to 4.f.(3) (a), page 35 of the Statement of Work.                    | 168    | Each | \$ _____ | \$ _____ |

**SECOND OPTION YEAR  
(1 APRIL 2005 THRU 31 MARCH 2006)**

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u>   | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------|-------------|-------------------|---------------|
| 0003           | Management and storage of paper/vault media inactive records; boxes/files/film/tape cartridges/cassettes/platters; in accordance with the Statement of Work and all other provisions herein for the period 1 April 2005 through 31 March 2006 in strict accordance with the Statement of Work dated 10 January 2003. |                 |             |                   |               |
| 0003AA         | Storage - Paper Media - Monthly Cubic Footage. Estimated monthly usage is 16,000/CF/MO. Storage during any one month will not exceed 16,000/CF/MO x 12 months = 192,000/CF/YR. Billing will be based on actual usage per month.  | 192,000         | Cubic Feet  | \$ _____          | \$ _____      |
| 0003AB         | Paper Media. Retrieve and re-file boxes/files. Billing will be based on actual usage per month.  | 2,600           | Each        | \$ _____          | \$ _____      |
| 0003AC         | Paper Media. Receiving and processing new boxes/files. Billing will be based on actual usage per month.  | 800             | Each        | \$ _____          | \$ _____      |
| 0003AD         | Retiring records to the Federal Records Center. Billing will be based on actual usage per month.   | 200             | Box         | \$ _____          | \$ _____      |
| 0003AE         | Paper Media. Destruction of records. Billing will be based on actual usage per month.  | 600             | Box         | \$ _____          | \$ _____      |
| 0003AF         | Storage - Vault Media. Computer disks/ cartridges. Estimated monthly usage is 1,000/ EA/MO. Storage during any one month will not exceed 1,000/ EA/MO x 7 months = 7,000/ EA/YR. Billing will be based on actual usage per month.  | 12,000          | Each        | \$ _____          | \$ _____      |
| 0003AG         | Vault Media. Retrieval and re-file of disks/cartridges. Billing will be based on actual usage per month.   | 720             | Each        | \$ _____          | \$ _____      |
| 0003AH         | Vault Media. Receiving and processing new disks/cartridges. Billing will be based on actual usage per month.   | 1,080           | Each        | \$ _____          | \$ _____      |
| 0003AJ         | Vault Media. Withdrawn disks/cartridges. Billing will be based on actual usage per month.  | 140             | Each        | \$ _____          | \$ _____      |
| 0003AK         | Vault Media. Destruction of disks/cartridges. Billing will be based on actual usage per month.   | 150             | Each        | \$ _____          | \$ _____      |
| 0003AL         | Priority retrieval requests. Billing will be based on actual usage per month.  | 12              | Each        | \$ _____          | \$ _____      |

|        |  |     |      |          |          |
|--------|--|-----|------|----------|----------|
| 0003AM | Emergency retrieval requests. Billing will be based on actual usage per month.   | 12  | Each | \$ _____ | \$ _____ |
| 0003AN | Paper Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month.  | 300 | Each | \$ _____ | \$ _____ |
| 0003AP | Paper Media. Delivery/pick-up - Field Offices. Billing will be based on actual usage per month.  | 140 | Each | \$ _____ | \$ _____ |
| 0003AQ | Vault Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month. NOTE: This services is strictly on an on-call basis. Refer to 4.f.(3) (a), page 35 of the Statement of Work. | 168 | Each | \$ _____ | \$ _____ |

**THIRD OPTION YEAR  
(1 APRIL 2006 THRU 31 MARCH 2007)**

| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u>   | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|--|-----------------|-------------|-------------------|---------------|
| 0004           | Management and storage of paper/vault media inactive records; boxes/files/film/tape cartridges/cassettes/platters; in accordance with the Statement of Work and all other provisions herein for the period 1 April 2006 through 31 March 2007 in strict accordance with the Statement of Work dated 10 January 2003. |                 |             |                   |               |
| 0004AA         | Storage - Paper Media - Monthly Cubic Footage. Estimated monthly usage is 16,000/CF/MO. Storage during any one month will not exceed 16,000/CF/MO x 12 months = 192,000/CF/YR. Billing will be based on actual usage per month.  | 192,000         | Cubic Feet  | \$ _____          | \$ _____      |
| 0004AB         | Paper Media. Retrieve and re-file boxes/files. Billing will be based on actual usage per month.  | 2,600           | Each        | \$ _____          | \$ _____      |
| 0004AC         | Paper Media. Receiving and processing new boxes/files. Billing will be based on actual usage per month.  | 800             | Each        | \$ _____          | \$ _____      |
| 0004AD         | Retiring records to the Federal Records Center. Billing will be based on actual usage per month.   | 200             | Box         | \$ _____          | \$ _____      |
| 0004AE         | Paper Media. Destruction of records. Billing will be based on actual usage per month.  | 600             | Box         | \$ _____          | \$ _____      |
| 0004AF         | Storage - Vault Media. Computer disks/ cartridges. Estimated monthly usage is 1,000/ EA/MO. Storage during any one month will not exceed 1,000/ EA/MO x 7 months = 7,000/ EA/YR. Billing will be based on actual usage per month.  | 12,000          | Each        | \$ _____          | \$ _____      |
| 0004AG         | Vault Media. Retrieval and re-file of disks/cartridges. Billing will be based on actual usage per month.   | 720             | Each        | \$ _____          | \$ _____      |

|        |  |       |      |          |          |
|--------|--|-------|------|----------|----------|
| 0004AH | Vault Media. Receiving and processing new disks/cartridges. Billing will be based on actual usage per month.   | 1,080 | Each | \$ _____ | \$ _____ |
| 0004AJ | Vault Media. Withdrawn disks/cartridges. Billing will be based on actual usage per month.  | 140   | Each | \$ _____ | \$ _____ |
| 0004AK | Vault Media. Destruction of disks/cartridges. Billing will be based on actual usage per month.   | 150   | Each | \$ _____ | \$ _____ |
| 0004AL | Priority retrieval requests. Billing will be based on actual usage per month.  | 12    | Each | \$ _____ | \$ _____ |
| 0004AM | Emergency retrieval requests. Billing will be based on actual usage per month.   | 12    | Each | \$ _____ | \$ _____ |
| 0004AN | Paper Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month.  | 300   | Each | \$ _____ | \$ _____ |
| 0004AP | Paper Media. Delivery/pick-up - Field Offices. Billing will be based on actual usage per month.  | 140   | Each | \$ _____ | \$ _____ |
| 0004AQ | Vault Media. Delivery/pick-up - District Office. Billing will be based on actual usage per month. NOTE: This services is strictly on an on-call basis. Refer to 4.f.(3) (a), page 35 of the Statement of Work. | 168   | Each | \$ _____ | \$ _____ |

**OPTIONAL ITEMS**

|      |   |   |     |          |
|------|---|---|-----|----------|
| 0005 | Transfer-In of records/computer media from previous contractor facility to new contractor facility. | 1 | Job | \$ _____ |
| 0006 | Transfer-Out of records/computer media from present Contractor facility to new contractor facility. | 1 | Job | \$ _____ |

BASE YEAR TOTAL \$ \_\_\_\_\_

FIRST OPTION YEAR TOTAL \$ \_\_\_\_\_

SECOND OPTION YEAR TOTAL \$ \_\_\_\_\_

THIRD OPTION YEAR TOTAL \$ \_\_\_\_\_

OPTIONAL ITEM 0005 \$ \_\_\_\_\_

OPTIONAL ITEM 0006 \$ \_\_\_\_\_

GRAND TOTAL (BASE + THREE OPTION YEARS + OPTIONAL ITEMS 0005/0006) \$ \_\_\_\_\_

The Basis for Contract Pricing is in accordance with the Department of Labor, Service Wage Rate Determination Number 1994-2563, Revision No. 22, Dated 9 October 2002, and the Service Contracts Act of 1965, as Amended, FAR 52.222-41, located in Section C of this Solicitation. Contractors shall provide the following information with their bid to establish the basis for determining the allowable labor rate increases for option years if exercised.

| <u>CONTRACT PERIOD</u>               | <u>EMPLOYEE CLASS</u>     | <u>NUMBER OF WORK HOURS</u> | <u>WAGE PER HOUR</u> |
|--------------------------------------|---------------------------|-----------------------------|----------------------|
| BASE PERIOD<br>(04/01/03 - 03/31/04) | GENERAL CLERK II          | _____                       | _____                |
|                                      | GENERAL CLERK III         | _____                       | _____                |
|                                      | GENERAL CLERK IV          | _____                       | _____                |
|                                      | COMPUTER OPERATOR II      | _____                       | _____                |
|                                      | COMPUTER OPERATOR II      | _____                       | _____                |
|                                      | COMPUTER OPERATOR III     | _____                       | _____                |
|                                      | DISPATCHER, MOTOR VEHICLE | _____                       | _____                |
|                                      | TRUCKDRIVER, LIGHT TRUCK  | _____                       | _____                |
| LABORER                              | _____                     | _____                       |                      |

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| <u>CONTRACT PERIOD</u>                     | <u>EMPLOYEE CLASS</u>     | <u>NUMBER OF WORK HOURS</u> | <u>WAGE PER HOUR</u> |
|--|---------------------------|-----------------------------|----------------------|
| FIRST OPTION YEAR<br>(04/01/04 - 03/31/05) | GENERAL CLERK II          | _____                       | _____                |
|  | GENERAL CLERK III         | _____                       | _____                |
|  | GENERAL CLERK IV          | _____                       | _____                |
|  | COMPUTER OPERATOR II      | _____                       | _____                |
|  | COMPUTER OPERATOR II      | _____                       | _____                |
|  | COMPUTER OPERATOR III     | _____                       | _____                |
|  | DISPATCHER, MOTOR VEHICLE | _____                       | _____                |
|  | TRUCKDRIVER, LIGHT TRUCK  | _____                       | _____                |
| LABORER                                    | _____                     | _____                       |                      |

| <u>CONTRACT PERIOD</u>                           | <u>EMPLOYEE CLASS</u>     | <u>NUMBER OF<br/>WORK HOURS</u> | <u>WAGE PER HOUR</u> |
|--|---------------------------|---------------------------------|----------------------|
| SECOND OPTION<br>PERIOD<br>(04/01/05 - 03/31/06) | GENERAL CLERK II          | _____                           | _____                |
|  | GENERAL CLERK III         | _____                           | _____                |
|  | GENERAL CLERK IV          | _____                           | _____                |
|  | COMPUTER OPERATOR II      | _____                           | _____                |
|  | COMPUTER OPERATOR II      | _____                           | _____                |
|  | COMPUTER OPERATOR III     | _____                           | _____                |
|  | DISPATCHER, MOTOR VEHICLE | _____                           | _____                |
|  | TRUCKDRIVER, LIGHT TRUCK  | _____                           | _____                |
|  | LABORER                   | _____                           | _____                |

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| <u>CONTRACT PERIOD</u>                          | <u>EMPLOYEE CLASS</u>     | <u>NUMBER OF<br/>WORK HOURS</u> | <u>WAGE PER HOUR</u> |
|---|---------------------------|---------------------------------|----------------------|
| THIRD OPTION<br>PERIOD<br>(04/01/06 - 03/31/07) | GENERAL CLERK II          | _____                           | _____                |
|   | GENERAL CLERK III         | _____                           | _____                |
|   | GENERAL CLERK IV          | _____                           | _____                |
|   | COMPUTER OPERATOR II      | _____                           | _____                |
|   | COMPUTER OPERATOR II      | _____                           | _____                |
|   | COMPUTER OPERATOR III     | _____                           | _____                |
|   | DISPATCHER, MOTOR VEHICLE | _____                           | _____                |
|   | TRUCKDRIVER, LIGHT TRUCK  | _____                           | _____                |
|   | LABORER                   | _____                           | _____                |

**SECTION C**  
**PERFORMANCE WORK STATEMENT**

CENWS-IM (715c)

10 January 2003

STATEMENT OF WORK  
Storage and Management of Seattle District Inactive Records

1. *Introduction.* Seattle District, US Army Corps of Engineers (hereafter, COE) requires a professional records center to continue to accession, store, retrieve, deliver, provide limited information from (e.g., read an identified paragraph, or fax 1-2 pages, to requester), provide destruction services on demand, and re-file all records presently stored in the File Box, Incorporated's Warehouse, Lynnwood, Washington.
2. *Background.*
  - a. For the purpose of this statement, "records" refers to information stored in all media:
    - (1) Hard Copy: Paper (primarily), Mylar, vellum, and linen;
    - (2) Film: Roll microfilm, microfiche, jacketed microfilm, and aperture cards, all in diazo and/or silver halide; 16 and 32 mm reel film; photographic negatives and photos, aerial photography negatives and photos;
    - (3) Magnetic media: tape cartridges (0.25-inch, QIC, 4mm and 8mm), personal computer backup tapes, hard- and floppy disks (all sizes); video and audio tapes/disks; and magneto-optical disks.
    - (4) Optical disk: CD-ROM, CD-R, DVD, Write-Once-Read-Many (WORM) platters to include any size platters available on the market.
  - b. Retired Seattle District, Corps of Engineers (COE) records are presently managed at an off-site commercial records center. The overall management responsibility for these records lies with the District Records Manager (RM) in the Information Management Office (IMO). She/he is assisted by many record coordinators who have detailed knowledge of specific, departmental records and who are located in each division, in separate offices, and in all field offices. The retired records presently exist in several media (hard-copy, film, optical, and magnetic, as defined above). For the purpose of this document, film, magnetic, and optical-disk categories are consolidated under the category "Vault" due to the special handling and storage requirements of these media.
    - (1) Hard-copy Media:
      - (a) About 15,000 boxes of paper files requiring accession, storage, services, and management. About 14,750 of those are 1.5 cubic feet (CF); about 100 are 2.0 CF; about 100 are 2.5 CF; about 5 are 3.0 CF; about 43 are 3.5 CF; and about 1-2 are 5.0 CF.
      - (b) About 100 - 300 records requests are processed per month.
      - (c) About 10 - 130 boxes of records are retired (i.e., added to storage) per month.

(d) About 10 - 100 boxes are destroyed per month (shredded).

(e) Anywhere from 50 - 300 boxes are retired to the Federal Records Center (FRC) each year.

(2) Vault Media:

(a) About 1000 magnetic disks/cartridges require accession, storage, services, and management.

(b) About 15-20 magnetic disk/cartridge requests are processed per month, with multiple disks/cartridges required with each request. Estimate 150-175 disks/cartridges handled per month. Delivery/pickup will be scheduled, on-call by 8:00 a.m., for one daily service during regular working hours unless a special request is made.

(c) About 60 new magnetic disks/cartridges are archived per month.

(d) About 5 magnetic disks/cartridges are withdrawn each month.

3. *Statement of Contractor Services.* The Contractor shall furnish to the COE all services, labor, materials, and equipment to carry out work specified herein. Services shall be performed to standards and schedules described in the following paragraphs. All services and facilities shall comply with the most current NARA (including currently proposed rules in the *Federal Register*) and ACRC/PRISM standards and guidelines for Agency Records Centers and Storage of (Federal) Records: Media Vault Guidelines, Facility, Microforms, Magnetic Computer Media, and Hard Copy Records; and the most current editions of standards and guidelines (e.g., ANSI, NFPA, NBS, etc.) quoted therein.

4. *Description of Work.*

a. *Transfer of Records/Vault Media.* Should the present contractor not be awarded the contract for the next contracting period or should the contract be terminated by the Government, requiring transfer of records from the present facility to a new one, transfer of records shall be accomplished as follows:

(1) COE Contracting Officer's Technical Representative (COTR) shall request a complete inventory of all boxes and vault media stored at the present records center. COTR shall provide such inventory to new Contractor at initial conference. Contractor shall review inventory, make comments or ask questions, and return to COTR for final verification.

(2) After verification of inventory, COTR will request present records center to remove boxes and stack on pallets and to make space available for new Contractor to remove records. Similar procedures will be followed in the vault, except proper containers (i.e., hard plastic or some other non-collapsible case) will be used for each medium stored in vault, and computer-media/microform records will not be moved to same staging area as hard-copy records. Present vault manager (or representative) will give vault media to new Contractor as new Contractor requests. Hard-copy records and computer (vault) media shall be transported in an enclosed, locked vehicle and only contractor-bonded personnel shall handle them. Vault media will not be exposed to large fluctuations of temperature and humidity (i.e., not more fluctuation than 5-10 degrees F. and not to exceed 50 percent humidity; see also paragraph 4b(1) below) from that where the media were stored. Transport of vault media will be accomplished inside a passenger vehicle and constant temperature/humidity will be maintained during transport.

(3) Contractor shall proceed in this manner until all records on all media are transferred. Contractor shall annotate the inventory, checking off items as they are transferred, and return annotated inventory to COTR when transfer is completed.

(4) Contractor shall make records (all media) available to COE during the entire transfer process and Contractor shall track all check outs/ins during this time.

(5) When the records arrive, the Contractor shall assign each box and each vault item a location code (or barcode) and enter this information into databases on the Contractor's computer system. Index information for each box and vault item shall be cross-referenced to COE-unique identifiers (present records center uses barcode numbers) and shall include, at the minimum, the old box/vault-item number and new box/vault-item number or location code. COE must be able to cross-reference old box/vault numbers to new box/vault numbers from this information. Information shall be provided to COE in hard-copy format as well as on high-density floppy disks in a generic format (i.e., ASCII) or in a format compatible with existing COE standard applications (e.g., MS-Access, MS-Word, MS-Excel, Oracle).

b. *Storage Environment.* In addition to specific criteria listed below, the Records Center storage environment will comply with rules for commercial records centers proposed by NARA in the *Federal Register* dated April 30, 1999, in Part VII at page 23504, "Agency Records Centers"; and page 23510, "Storage of Federal Records"; and with all policy, procedures, standards, and guidelines cited therein.

(1) The Contractor's facility shall have in place temperature/humidity controls to assure that temperature is consistently maintained in the warehouse between 40 to 70 degrees F. and humidity is maintained between 40 to 50 percent and does not exceed 50 percent. In the vault, temperature will be maintained between 62 to 68 degrees F. and humidity between 40 to 50 percent. Further, the temperature/humidity shall remain relatively consistent, e.g., temperature/humidity shall fluctuate on a *seasonal* rather than daily basis. Acceptable daily fluctuation shall not exceed 5 degrees F. in the warehouse and 1 to 2 degrees F. in the vault. This shall prevent cycling, which could significantly deteriorate the media on which COE records are maintained.

(2) At any time after Contractor's receipt of COE records, the COTR shall visit Contractor's facility, measure temperature and humidity, and inspect the records to ensure that environmental conditions are being maintained at suitable levels.

(3) The Contractor's facility shall be constructed of fire-resistive materials and fully equipped with a fire protection system, which meets state, local, and national fire protection standards and guidelines (such as NARA, ANSI, NFPA, NBS, DPRC, SARA, and ACRC/PRISM). The facility shall be stand-alone, i.e., not attached to any other facility as in a strip configuration. No other unrelated businesses (i.e., businesses not owned by, or affiliated with, the Contractor's company and not related to the information industry) shall be housed in the same facility. The vault<sup>1</sup> shall have alarm systems for both intrusion and smoke/heat/fire, shall have a restricted entrance, and shall have a separate fire-extinguishing system using industry- and EPA-approved chemicals. In addition, the facility shall meet the following criteria:

(a) The hard-copy records facility shall have alarms, which are activated by smoke and/or heat and which activate the sprinkler system and alert the nearest fire station.

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<sup>1</sup> Vault construction shall comply with NFPA Standards 232 and 232AM.

(b) Said sprinkler system shall be wet-pipe such that, in the case of fire, only the section involved in the fire shall be soaked. The water used to extinguish the fire shall be clean. In case of fire, no more than 300 CF of records shall be affected.

(c) Effective, appropriate fire extinguishing materials shall be on hand and automatically activated by smoke and/or heat detectors for fires involving vault media.

(d) Shelving for paper/vault media shall be attached to floor/ceiling/walls to ensure additional protection in case of earthquake or other catastrophic event.

(e) Facility must be inspected/have inspection certificate by a certified structural engineer to ensure maximum stability of facility.

(4) Contractor's employees, clients, any official inspectors, etc., shall not smoke or use any open-flame device in or around the storage area or in any area where records are held (such as, but not limited to, staging areas).

(5) No toxic or hazardous substances shall be stored in the same facility as, or adjacent to, COE hard-copy records and vault media.

(6) The storage facility (vault and warehouse) shall not be constructed on a flood plain.

(7) The storage facility (vault and warehouse) shall not be constructed on the same geologic fault as the COE office (4735 East Marginal Way, South).

c. *Security.* In addition to specific criteria listed below, the Records Center security measures will comply with rules for commercial records centers proposed by NARA in the *Federal Register* dated April 30, 1999, in Part VII at page 23504, "Agency Records Centers", including Appendix A; and page 23510, "Storage of Federal Records"; and with all policy, procedures, standards, and guidelines cited therein.

(1) The Contractor shall prohibit his/her employees from maliciously disturbing and from any unauthorized handling of COE hard-copy files, film of any kind, computer tapes, disks, or COE information contained on any medium, even those not specified herein.

(2) Non-Contractor personnel shall not be allowed in the storage area or in any area where COE records and information are held (including, but not limited to, staging areas) unless accompanied by Contractor staff. Under no circumstances shall non-Contractor (or non-COE) persons be allowed access to COE records/information without written authorization from the COTR. The Contractor, from picture identification from the carrier, shall verify authorization letter.

(3) Contractor shall protect COE records from unauthorized access by locking them in secure areas and supplying 24-hour routine security patrol and/or electronic monitoring devices with appropriate detection system attached to an alarm. The alarm system shall be connected to the local police department or to a security system office, which will immediately notify the police in case of intrusion or other suspicious circumstances.

(4) Contractor shall ensure COE records are handled with care to ensure boxes/containers or contents are not damaged due to abuse, neglect, or improper moving and storage. Any obvious damage will be immediately explained, in writing, to the COTR. Extensive or

repeat incidents could be a basis for contract termination. See paragraph 4e(5)(d), below, for explicit instructions.

(5) File boxes and vault media may be distributed in the storage area in any pattern in order to maintain Contractor's standard inventory system. Only Contractor personnel shall access the indices to COE hard-copy records and vault media locations.

(6) Contractor shall accept COE records requests only from a list of authorized personnel that shall be provided the Contractor by the COTR. The list will be updated periodically as COE staff change.

d. *Contingency Planning.* In the case of fire, flood, earthquake, riot, bomb, or other natural, national, or civil disaster, Contractor shall have a disaster recovery plan which will cover emergency procedures for continuity of operations during the emergency as well as procedures and specifications for the recovery of data from all media immediately following the disaster. All damaged media will be handled in accordance with NARA, the Society of American Archivists (SAA), the Special Libraries Association (SLA), disaster recovery associations/organizations, and the book, *Handbook for the Recovery of Water Damaged Business Records*, Julia Niebuhr Eulenberg; the *Guideline for Magnetic Diskettes-Recovery Procedures*, published by ARMA International Standards Committee will be also be followed for the recovery of magnetic disks. In all cases, the most recent guidance shall be followed. In addition to specific criteria listed in this subparagraph, the Records Center contingency plan will comply with rules for commercial records centers proposed by NARA in the *Federal Register* dated April 30, 1999, in Part VII at page 23504, "Agency Records Centers"; and page 23510, "Storage of Federal Records"; and with all policy, procedures, standards, and guidelines cited therein.

e. Contractor shall make the plan available for review by COTR within 90 days from the date of award. As a minimum, this plan will cover:

(1) If significant damage to the facility is sustained, how COE records (all media) will be moved to an alternate site and procedures for retrieval during the emergency and aftermath for as long as records are relocated. Temporary relocation to the Federal Records Center or to another facility meeting all conditions listed in this Statement of Work for both storage and transportation is acceptable, provided such arrangements are made in advance and procedures are set forth in the Contractor's Contingency Plan.

(2) In the case of water-damaged COE paper records, flash freezing will be available for paper records within 4 hours after initial fire/structural safety inspection conducted, i.e., as soon as Contractor's disaster recovery team is allowed into the building after the disaster. In any case, flash freezing shall not be delayed longer than 20 hours after disaster event.

(3) Vault media. All magnetic media will be handled in accordance the Eulenberg book, and NARA and ARMA standards, mentioned above. Media such as film, microforms, optical disk, mylar, vellum, linen, etc., will also be handled in accordance with the Eulenberg book mentioned above and the latest guidance available from disaster recovery organizations, NARA, SLA, and SAA.

f. *Records Retrieval.* In addition to specific criteria listed in this subparagraph, the Records Center retrieval and delivery procedures will comply with rules for commercial records centers proposed by NARA in the *Federal Register* dated April 30, 1999, in Part VII at page 23504, "Agency Records Centers" (including Appendix A); and page 23510, "Storage of Federal Records"; and with all policy, procedures, standards, and guidelines cited therein.

(1) *Availability.* Contractor shall make COE records available on a 24-hour basis as follows:

(a) Routinely, from 8:00 a.m. to 5:00 p.m. Monday through Friday;

(b) On a priority basis from 8:00 a.m. to 5:00 p.m. Monday through Friday; and

(c) On an emergency basis between 5 p.m. and 8 a.m. Monday through Friday and all hours on weekends and holidays. The Corps of Engineers has an emergency response mission to the Public and to the military; at no time will requests from authorized COE personnel be denied.

(2) *Method for Requesting.* Contractor shall accept either telephonic or written requests (including facsimile requests and e-mail, if available) for records/information stored on all media shipped by COE. Contractor shall accept requests from all authorized COE requesters. Contractor will ask for a password or other identification from COE requesters before shipping any records/information.

(3) *Timeliness.* COE hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday (except Federal holidays when COE will be closed). Contractor couriers should not expect to deliver records after 4:00 p.m. unless specifically requested to do so by an authorized requester.

(a) *Routine Requests.* Contractor shall consistently provide morning and afternoon turnaround time from request by COE to delivery by Contractor's staff. For example, if a routine request is received by Contractor between 3:00 p.m. on Monday and 10:00 a.m. the next day, Tuesday, the requested records will be delivered to COE before 3:00 p.m. Tuesday. If a routine request is received by Contractor between 10:00 a.m. and 3:00 p.m. Monday, the requested records will be delivered by 12:00 a.m. Tuesday. In other words, if a request is called in before 10:00 a.m., delivery will be that afternoon; if called in between 10:00 a.m. and 3:00 p.m., delivery will be the following morning; if called in after 3:00 p.m., delivery will be the following afternoon, (delivery times as specified above). An on-call delivery/pickup shall be tentatively scheduled for vault media to arrive no later than 12:00 p.m. each workday (i.e., Monday through Friday, except Federal holidays). A Government representative will contact contractor via fax or telephone by 8:00 a.m. each day to validate the need for delivery/pickup. If no contact is received, vault pickup/delivery is not required for that day

(b) *Priority Requests.* About twice each week, COE will require records to be delivered sooner than the normal turnaround. The authorized COE caller will identify the request as a "priority" request. The Contractor shall retrieve and deliver the records within 2 hours of receiving the request. For example, if the request is made at 10:45 a.m., the records will be delivered to the requesting office no later than 12:45 p.m.

(c) *Emergency Requests.* Between six to twelve times each year, COE will make emergency requests for files and/or vault materials after hours or on weekends or holidays. The Contractor shall accept these requests from COE authorized personnel only. COE will provide such list to the Contractor. The Contractor shall retrieve and deliver requested records within 3 hours from the time the request was received.

(4) *Deliveries/Pickups.*

(a) *District Office.* Because of the decentralized record keeping practices of the COE, Contractor will make deliveries and/or pickups to specific departments throughout the COE office at 4735 East Marginal Way South, Seattle, except for vault courier(s). Vault courier(s) shall deliver materials to one location *only*. Often, the Contractor courier will make multiple deliveries and/or pickups on one trip. A layout of the building with delivery points marked shall be furnished by the COTR. (See enclosure 1.) Drivers/couriers may drive into the warehouse and use the freight elevator to make deliveries/pickups. Drivers/couriers shall be prepared to show valid Washington State driver's license to Federal guards upon entering the COE compound, and to check out with the guard when leaving the compound.

(b) *Field Offices.* Some COE field offices are within commuting distance: Lake Washington Ship Canal Project Office (located at Hiram M. Chittenden Locks, 3015 NW 54th St., Seattle), Fort Lewis Resident Office (located in Bldg 9031, 6th and Dearborn, Ft. Lewis, by Madigan Army Medical Center), and Forest Resources Section (Building T-7985, North Fort Lewis). Contractor shall pick up and deliver directly to these offices, as requested. Otherwise, records will be shipped directly from the field office to the records center and requests will be shipped back from the records center directly to the field office. (See enclosure 2.) When records are shipped, a return receipt with signature shall be required from the recipient (e.g., when mailed, use Certified Mail; when freighted, require signed receipt). Receipts shall be maintained by Contractor until the records are returned to the Contractor for re-filing or Contractor is notified by authorized COE personnel that the records have been permanently withdrawn.

(5) *Other Services Required.* In addition to specific criteria listed in this subparagraph, the Records Center and Vault shall comply with rules for commercial records centers and vaults proposed by NARA in the *Federal Register* dated April 30, 1999, in Part VII at page 23504, "Agency Records Centers" (including Appendix A); and page 23510, "Storage of Federal Records"; and with all policy, procedures, standards, and guidelines cited therein.

(a) *Destruction.* Upon written approval from the COTR to destroy records, Contractor shall recycle or destroy records by any method normally used and accepted by the COE. COE will not store classified records at the Contractor's facility, nevertheless, some of the records contain information of a sensitive nature (e.g., Privacy Act) and must be more thoroughly destroyed than is possible through recycling. The Contractor shall always be instructed to shred these files before recycling or employing any further method of destruction. At no time shall any COE records be left in an open container (e.g., dumpster or burn barrel) accessible to non-Contractor personnel prior to destruction. An estimate of the amount of destruction is from 360 to 600 boxes per year.

(b) Vault media will be retrieved and reviewed periodically by COE. Vault media information shall not be reviewed or destroyed by Contractor unless so directed, in writing, by the COTR. Contractor will be required to maintain disposition information for destroyed media in their database.

(c) *Shipment to the Federal Records Center.* On receipt of written instruction from the COTR, Contractor shall prepare records for shipment to the Federal Records Center (FRC, 6125 Sand Point Way, NE, Seattle) per instructions contained in AR 25-400-2, The Modern Army Recordkeeping System (MARKS), and FRC instructions (both to be provided by COTR). Files will normally be shipped to the FRC in October and April of each year; and shipment may be requested by the Government at any time during the year. Before processing paperwork (Standard Form (SF) 135, Records Transmittal and Receipt) for shipment, Contractor shall check the inventory form for each box against actual contents to assure that they match. Any discrepancies will be reported to the COTR for resolution. When ascertained that inventories match contents, Contractor shall re-

box files in correct order (according to paperwork provided by COE), in GSA-approved boxes furnished by COE (if records are not already contained therein), and/or re-tape existing GSA boxes as required by aforementioned FRC instructions. These boxes shall then be set aside in a holding or staging area. A copy of the SF 135 shall be placed inside the first box of each batch of records. Contractor shall forward SFs 135 to COTR who will act as liaison between FRC and Contractor. Upon written notification by COTR of acceptance of paperwork by the FRC, Contractor shall mark boxes in accordance with instruction package received with the acceptance notification from the COTR. This involves marking the FRC accession and location codes on the boxes in black marking pen. Contractor shall then transport the files to the FRC within 75 days of receipt of COE notification. An estimate of the number of boxes shipped to the FRC each year would be anywhere from 50 to 200.

(d) Damaged Boxes/Containers. Contractor shall, at all times, handle COE records and media with the utmost care. In addition to the environmental and security requirements set forth in paragraph 4a and 4c, contractor shall not throw boxes/containers, stack boxes improperly (so as to cause to damage), or in any other way, harm boxes/containers containing COE records/media. If damage inadvertently occurs, contractor shall take the following actions.

- i. Immediately re-box/re-containerize records/media (contractor shall assure adequate supply of Government boxes is on hand at all times, see paragraph 8, below);
- ii. Use the same barcode number on the box/container;
- iii. Notify intended recipient that damage occurred;
- iv. If damage is significant enough that Contractor cannot handle the materials without causing further damage or materials are utterly destroyed, Contractor shall immediately notify the COTR by telephone and follow up with a written report describing how damage was caused and what (if any) actions have been or will be taken to rectify the current situation and to prevent recurrence in the future.

5. *Reporting Requirements.*

(1) Contractor shall provide monthly invoices summarizing all actions taken on or with COE records, both hard-copy and all other media stored at Contractor's facility. Contractor shall also provide invoices broken out for each COE department (see enclosure 3). Contractor shall provide two (2) copies of these invoices to the COTR.

(2) Semi-annually, Contractor shall provide COTR two (2) copies of the complete inventory of COE records stored at records center and vault.

(3) Annually, Contractor shall provide COR a summary of anticipated costs for the upcoming contract year (only revisions to wage rates are allowed for option years), prior to contract renewal, but not later than 1 April (timeframe based on Government budget cycle).

6. *Certification Requirements.* Contractor shall provide all information necessary to COTR to assure Contractor's facility and procedures comply with NARA rules referenced earlier and throughout this document, so that COE may pursue certification requirements through NARA. (*Federal Register* dated April 30, 1999, in Part VII at beginning at page 23504, "Agency Records Centers" (including Appendix A); and beginning at page 23510, "Storage of Federal Records.")

7. *Contractor-Furnished Materials.* Contractor shall furnish any forms necessary for transaction of business, such as, transmittal forms delineating boxes being shipped, transaction forms showing

boxes delivered and to whom, request forms, interfile forms, etc. Contractor shall use his/her own (or rental) equipment for transfer of records, such as a small forklift, truck with hydraulic lift, pallets, vault media containers, etc.

8. *Government-Furnished Materials.* The COE will provide copies of Standard Forms (SF) 135, Records Transmittal and Receipt, for all COE retired records; printouts of records being submitted for shipment to Contractor facility; AR 25-400-2, The Modern Army Recordkeeping System (MARKS) and any applicable local directives and policies; packing and marking instructions for FRC shipment; list of authorized COE requesters; building layouts for pickup/delivery (see enclosure 1); list of COE field offices and departments (see enclosures 2 and 3); and GSA records boxes. Contractor shall request the latter at least 30 days in advance of need.
9. *Initial Coordination.* Within 2 working days after contract award, Contractor's Project Manager and COE COTR will meet to discuss provisions of contract to assure both parties are clear on requirements of contract.
10. *Unscheduled Conferences.* Conferences to discuss specific aspects of work or any problems in completing contract work items may be requested by either the Contractor or the Government.
11. *Unscheduled Inspections.* COR or COTR may make unscheduled inspections of Contractor's facility at any time during normal working hours.
12. *Contract Renewal.* Government exercises the option to renew contract at 1 year intervals for up to four (4) years. At the end of the four years, contract bids must be re-solicited. Should contractor either not receive renewal or not be awarded new contract, Contractor shall cooperate fully with the Government and the new Contractor in providing final inventory of all COE records and computer media and in the physical removal and stacking of boxes on pallets, and shipping of computer media, assuring proper environmental conditions are met at all times. Contractor shall allow new Contractor's vehicles timely access to facility in order to make the transfer. COR and/or COTR will act as liaison between both Contractors.
13. *General Requirements.*
  - a. *Project Manager.* Promptly following award of the contract, the Contractor shall designate a Project Manager who shall be responsible for the conduct of the work. Changes in project manager may be coordinated with the COR. The Project Manager shall have the experience and capability for the following:
    - (1) Be responsible for the execution and completion of the terms of the contract.
    - (2) Be responsible for the supervision of work and its overall quality.
    - (3) Serve as a liaison between the Contractor and the Government for all work required under this contract.
  - b. *Contracting Officer's Representative (COR).* The Contracting Officer (CO) for the Government will designate a COR who will supply Government-furnished contractual data and services and forward other necessary contractual documents and materials. Contract interpretation and associated guidance and direction from the Government shall not be official unless specifically provided by the COR or CO.

c. *Contracting Officer's Technical Representative (COTR)*. The CO for the Government will designate a COTR who will act as the primary point of contact for all technical and operational aspects of the contract.

d. *Extra Services*. The Contractor is advised not to perform *any* services requested by any person in the COE, verbally or in writing, which could be considered to be a change in the terms or scope of this Contract necessitating an adjustment in contract price. Any changes to the contract will be accomplished by a modification issued by the contracting officer.

14. *Billing*. Contractor shall bill COE monthly, per paragraph 4f(1), "Reporting Requirements."

15. *Schedule*. The Contractor shall furnish sufficient resources and personnel to ensure that work is conducted in accordance with the following progress schedule. The Contractor shall keep the COTR fully advised at all times concerning delays or difficulties, which may prohibit completion of any part of the work by the established dates. The schedule is subject to adjustment by the COR, in writing, for material delays on the part of the Government and conditions beyond the control of the parties.

| <i>Task</i>  | <i>Work Days<br/>Following Award</i> |
|--|--------------------------------------|
| a. Award Contract.   | 0                                    |
| b. Contractor meets with COE staff to initiate Work, discuss provisions of contract, and receive records and computer media inventory. | 2                                    |
| c. Contractor reviews inventory and provides comments to COTR.   | 10                                   |
| d. COTR returns verified inventory.  | 15                                   |
| e. Contractor begins transfer of records and computer media to Contractor's records center.  | 20                                   |
| f. Contractor completes transfer of records and computer media to Contractor's records center.   | 45                                   |
| g. Contractor provides annotated inventory to COTR.  | 45                                   |
| h. Contractor provides cross-reference data base(s) to COE.  | 60                                   |
| i. Contractor begins regular retrieval and delivery service.   | 60                                   |

16. Delay in the initiation of the contract. Should the present contractor not be awarded the contract for the next contracting period, the initiation of the contract shall be delayed for six months. During that time efforts will be made to destroy as many boxes as possible with expired destruction review dates, and to transfer boxes to the Federal Records Center.

CENPS-IM-RP (715c)

SUBJECT: Off-Site Storage and Retrieval of Seattle District Records

**DELIVERIES/PICKUPS WITHIN SEATTLE DISTRICT OFFICE**

**4735 East Marginal Way, South  
Seattle, WA 98134-2385**

Attached schematic shows floor plan for the second floor of subject office. Deliveries/pickups are made to each of the circled areas, usually more than one stop per delivery (see SOW, para 4e(4)).

Main delivery/pickup points are:

*First floor:*

1A - CIVILIAN PERSONNEL ADVISORY CENTER/HUMAN RESOURCES OFFICE

1B - SAFETY OFFICE

1C – EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICE

1D - INFORMATION MANAGEMENT OFFICE, COMPUTER OPERATIONS SECTION

1E – LOGISTICS MANAGEMENT OFFICE, SUPPLY

*Second floor (beginning at north end and working south):*

2A - TECHNICAL SUPPORT BRANCH

2B - REGULATORY BRANCH

2C - EMERGENCY MANAGEMENT BRANCH

2D - OFFICE OF COUNSEL

2E - LIBRARY

2F - CONTRACTING DIVISION

2G - RESOURCE MANAGEMENT OFFICE (Comptroller)

2H - PUBLIC AFFAIRS OFFICE

2I - INTERNAL REVIEW OFFICE

2J - CONSTRUCTION BRANCH

2K - REAL ESTATE DIVISION

2L - PSSDA (on drawing; proper name is Dredged Material Management Office or DMMO)

CENPS-IM-RP (715c)

SUBJECT: Off-Site Storage and Retrieval of Seattle District Records

2M – PROGRAMS AND PROJECT MANAGEMENT DIVISION

**DELIVERIES/PICKUPS WITHIN SEATTLE DISTRICT OFFICE (Cont.)**

2N - ENGINEERING RECORDS & INFORMATION SECTION (Maps & Records)

2O - INFORMATION MANAGEMENT OFFICE (COTR/Records Manager)

CENPS-IM-RP (715c)  
SUBJECT: Off-Site Storage and Retrieval of Seattle District Records

**SEATTLE DISTRICT, CORPS OF ENGINEERS, FIELD OFFICES**

*Records Shipped By:*

ALBENI FALLS PROJECT OFFICE  
2376 E Highway 2  
Oldtown, ID 83822-9243

Freight & Mail

CHIEF JOSEPH DAM PROJECT OFFICE  
PO Box 1120  
Bridgeport, WA 98813  
(509) 686-5501

Mail

CHIEF JOSEPH DAM PROJECT OFFICE  
Highway 17, Pearl Hill Road  
Bridgeport, WA 98813

Freight

FAIRCHILD AFB RESIDENT OFFICE  
PO Box 1929  
Airway Heights, WA 99001-1929  
(509) 244-5571

Mail

FAIRCHILD AFB RESIDENT OFFICE  
1100 West Wainwright Blvd, Bldg 286  
Fairchild AFB, WA 99011

Freight

FOREST RESOURCES SECTION  
Building T-7985  
North Fort Lewis, WA  
(206) 964-2100

Records Center courier

FORT LEWIS AREA OFFICE  
Building 9031, 5th and Dearborn  
Fort Lewis, WA 98432-5000  
(206) 964-2969

Records Center courier

HIRAM M. CHITTENDEN LOCKS  
3015 NW 54th St  
Seattle, WA 98107-4299  
(206) 783-7001

Records Center courier

LIBBY DAM PROJECT OFFICE  
17115 Highway #37  
Libby, MT 59923-9703  
(406) 293-4112

Mail or freight

CENPS-IM-RP (715c)  
SUBJECT: Off-Site Storage and Retrieval of Seattle District Records

**SEATTLE DISTRICT, CORPS OF ENGINEERS, FIELD OFFICES (Cont.)**

*Records Shipped By:*

MALMSTROM AFB PROJECT OFFICE  
PO Box 6570  
Great Falls, MT 59406-6570

Mail

MALMSTROM AFB PROJECT OFFICE  
Bldg 1085  
7520 4<sup>th</sup> Ave North  
Malmstrom AFB MT 59402-7508

Freight

MCCHORD AFB RESIDENT OFFICE  
Bldg 1155  
McChord AFB, WA 98438

Records Center Courier

MOUNTAIN HOME AFB RESIDENT OFFICE  
PO Box 4086  
Mtn Home AFB, ID 83648-4086

Mail

MOUNTAIN HOME AFB RESIDENT OFFICE  
Bldg 1207  
Liberator & Aardvark Ave.  
Mtn Home AFB ID 83648

Freight

MUD MOUNTAIN &  
HOWARD HANSON DAMS PROJECT OFFICE  
30525 SE Mud Mountain Road  
Enumclaw, WA 98022-8010  
(206) 825-3211

Mail or freight

YAKIMA RESIDENT OFFICE  
US Army Corps of Engineers  
ATTN: CENPS-EC-NW-FL-Y (Renick)  
PO Box 10  
Selah, WA 98942  
(509) 453-0294

Mail or freight

**U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT**  
*Departments*

**EXECUTIVE OFFICE**

Equal Employment Opportunity Office  
Security & Law Enforcement Office

**SAFETY & OCCUPATIONAL HEALTH OFFICE**

**OFFICE OF COUNSEL**

**PROGRAMS & PROJECT MANAGEMENT DIVISION**

Civil Projects and Planning Branch  
Environmental Resources Section  
Military Branch  
Environmental Management Branch  
Value Engineer

**PUBLIC AFFAIRS OFFICE**

**INTERNAL REVIEW OFFICE**

**NPD RESIDENT AUDITOR**

(This office no longer exists in Seattle, but we still hold their records.)

**CIVILIAN PERSONNEL ADVISORY CENTER/HUMAN RESOURCES OFFICE**

**LOGISTICS MANAGEMENT OFFICE**

**RESOURCE MANAGEMENT OFFICE**

Budget Branch  
Finance & Accounting Branch

**INFORMATION MANAGEMENT OFFICE**

Information Planning & Implementation Branch  
District Library  
Customer Services Branch  
Network Operations Group (includes Computer Operations, i.e., Vault deliveries)

**U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT**  
*Departments (Cont.)*

**OPERATIONS DIVISION**

- Technical Support Branch
- Emergency Management Branch
- Regulatory Branch
- Project Offices
  - Albeni Falls Dam
  - Libby Dam
  - Chief Joseph Dam
  - Lake Washington Ship Canal (LWSC) Project Ofc (Hiram M. Chittenden Locks)
  - Mud Mountain Dam
  - Wynoochee Lake Project (no longer our project, but we still hold records)

**REAL ESTATE DIVISION**

- Realty Services Branch
- Appraisal Branch
- Realty Operations Branch
  - Forest Resources Section (Ft. Lewis)
- Planning & Control Branch

**ENGINEERING AND CONSTRUCTION DIVISION**

- Construction Branch
  - Contract Administration/Cost Engineering Section
  - Small Projects Section
  - Technical Engineering/Review Section
- Design Branch
  - Architecture/Structures Section
  - CADD Unit
  - Civil/Soils Section
  - Electrical/Mechanical Section
  - Specifications Section
  - Survey Section
- Technical Services Branch
  - Engineering Records & Information Section
- Environmental Engineering & Technology Section
  - Geology and Instrumentation Section
  - Hydraulics/Hydrology Section
  - Northwest Area Office
  - Ft. Lewis Resident Office
  - Yakima Project Office
  - McChord Resident Office
  - Fairchild Resident Office
  - Malmstrom Project Office
  - Mountain Home Resident Office
  - Northwest Resident Office

**U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT**  
*Departments (Cont.)*

**ENGINEERING AND CONSTRUCTION DIVISION (Cont.)**

**CONTRACTING DIVISION**

Contracts Branch

Purchasing Branch

**U.S. EIGHTH ARMY CIVILIAN RECRUITING OFFICE**

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**SECTION I**  
CONTRACT CLAUSES  
INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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

(6) Terms of any prompt payment discount offered;

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

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

ADDENDUM TO FAR 52.212-4  
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

SOLICITATION CLAUSES ADDENDUM

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.

(End of clause)

#### 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)

#### 52.204-4 PRINTED OR COPIED 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)

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 calendar days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 March 2007.

(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)

## 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

## 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.

(End of clause)

## 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)

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

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

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

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

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

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

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

(End of clause)

#### 52.252-2 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):

**FAR:** <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

**DFAR:** <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

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

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

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

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(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.ccr.gov>.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

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

(End of clause)

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.

(End of clause)

END OF ADDENDUM

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

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

\_\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

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

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

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

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

**XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).**

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

**XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).**

**XX (12) 52.222-26, Equal Opportunity (E.O. 11246).**

**XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).**

**XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).**

**XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).**

\_\_\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

\_\_\_ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

**XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).**

\_\_\_\_(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_\_ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).**

**XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).**

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

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

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

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996),, and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2002)**

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

**XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).**

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

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

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

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

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

252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10.U.S.C. 2533a).

\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_\_\_ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

\_\_\_ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

\_\_\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (\_\_\_ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

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

\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_ Alternate I) (MAR 2000) (\_\_\_ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

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

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

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

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

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

(End of clause)

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## **SECTION J**

- 1. WAGE DETERMINATION NO: 94-2563 REV (22) AREA: WA SEATTLE**

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| Production Line Worker (Food Processing)                | 15.63 |
| Shipping Packer   | 14.33 |
| Shipping/Receiving Clerk                                | 14.33 |
| Stock Clerk (Shelf Stocker; Store Worker II)            | 15.07 |
| Store Worker I  | 12.36 |
| Tools and Parts Attendant                               | 18.57 |
| Warehouse Specialist                                    | 16.71 |
| Mechanics and Maintenance and Repair Occupations        |       |
| Aircraft Mechanic                                       | 21.71 |
| Aircraft Mechanic Helper                                | 18.25 |

|  |       |
|--|-------|
| Aircraft Quality Control Inspector                     | 27.53 |
| Aircraft Servicer                                      | 19.54 |
| Aircraft Worker  | 20.41 |
| Appliance Mechanic                                     | 21.06 |
| Bicycle Repairer                                       | 18.25 |
| Cable Splicer  | 25.98 |
| Carpenter, Maintenance                                 | 21.66 |
| Carpet Layer   | 24.05 |
| Electrician, Maintenance                               | 25.80 |
| Electronics Technician, Maintenance I                  | 21.05 |
| Electronics Technician, Maintenance II                 | 22.59 |
| Electronics Technician, Maintenance III                | 27.85 |
| Fabric Worker  | 19.54 |
| Fire Alarm System Mechanic                             | 21.71 |
| Fire Extinguisher Repairer                             | 18.89 |
| Fuel Distribution System Mechanic                      | 21.71 |
| General Maintenance Worker                             | 17.86 |
| Heating, Refrigeration and Air Conditioning Mechanic   | 22.88 |
| Heavy Equipment Mechanic                               | 21.71 |
| Heavy Equipment Operator                               | 23.43 |
| Instrument Mechanic                                    | 21.71 |
| Laborer  | 11.17 |
| Locksmith  | 20.96 |
| Machinery Maintenance Mechanic                         | 21.75 |
| Machinist, Maintenance                                 | 20.97 |
| Maintenance Trades Helper                              | 17.93 |
| Millwright   | 24.28 |
| Office Appliance Repairer                              | 21.06 |
| Painter, Aircraft                                      | 21.06 |
| Painter, Maintenance                                   | 21.06 |
| Pipefitter, Maintenance                                | 25.13 |
| Plumber, Maintenance                                   | 23.38 |
| Pneudraulic Systems Mechanic                           | 21.71 |
| Rigger   | 21.71 |
| Scale Mechanic   | 20.41 |
| Sheet-Metal Worker, Maintenance                        | 21.71 |
| Small Engine Mechanic                                  | 18.55 |
| Telecommunication Mechanic I                           | 21.71 |
| Telecommunication Mechanic II                          | 22.37 |
| Telephone Lineman                                      | 21.71 |
| Welder, Combination, Maintenance                       | 21.71 |
| Well Driller   | 21.71 |
| Woodcraft Worker                                       | 21.71 |
| Woodworker   | 18.89 |
| Miscellaneous Occupations                              |       |
| Animal Caretaker                                       | 10.90 |
| Carnival Equipment Operator                            | 10.66 |
| Carnival Equipment Repairer                            | 11.07 |
| Carnival Worker  | 9.38  |
| Cashier  | 10.49 |
| Desk Clerk   | 10.81 |
| Embalmer   | 20.16 |
| Lifeguard  | 9.70  |
| Mortician  | 19.34 |
| Park Attendant (Aide)                                  | 12.18 |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 11.92 |
| Recreation Specialist                                  | 14.96 |
| Recycling Worker                                       | 12.29 |
| Sales Clerk  | 12.14 |
| School Crossing Guard (Crosswalk Attendant)            | 10.16 |
| Sport Official   | 10.04 |
| Survey Party Chief (Chief of Party)                    | 21.28 |
| Surveying Aide   | 12.26 |

|  |       |
|--|-------|
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 16.80 |
| Swimming Pool Operator                                     | 14.18 |
| Vending Machine Attendant                                  | 13.52 |
| Vending Machine Repairer                                   | 13.64 |
| Vending Machine Repairer Helper                            | 13.52 |
| Personal Needs Occupations                                 |       |
| Child Care Attendant                                       | 8.83  |
| Child Care Center Clerk                                    | 11.01 |
| Chore Aid  | 9.06  |
| Homemaker  | 15.35 |
| Plant and System Operation Occupations                     |       |
| Boiler Tender  | 23.01 |
| Sewage Plant Operator                                      | 22.35 |
| Stationary Engineer  | 23.01 |
| Ventilation Equipment Tender                               | 18.25 |
| Water Treatment Plant Operator                             | 23.20 |
| Protective Service Occupations                             |       |
| Alarm Monitor  | 15.95 |
| Corrections Officer  | 18.69 |
| Court Security Officer                                     | 23.51 |
| Detention Officer  | 23.51 |
| Firefighter  | 23.53 |
| Guard I  | 8.56  |
| Guard II   | 15.40 |
| Police Officer   | 23.48 |
| Stevedoring/Longshoremen Occupations                       |       |
| Blocker and Bracer   | 17.39 |
| Hatch Tender   | 17.39 |
| Line Handler   | 17.39 |
| Stevedore I  | 15.28 |
| Stevedore II   | 16.33 |
| Technical Occupations                                      |       |
| Air Traffic Control Specialist, Center (2)                 | 29.03 |
| Air Traffic Control Specialist, Station (2)                | 20.02 |
| Air Traffic Control Specialist, Terminal (2)               | 22.05 |
| Archeological Technician I                                 | 15.83 |
| Archeological Technician II                                | 17.71 |
| Archeological Technician III                               | 21.93 |
| Cartographic Technician                                    | 21.52 |
| Civil Engineering Technician                               | 22.12 |
| Computer Based Training (CBT) Specialist/ Instructor       | 23.42 |
| Drafter I  | 13.24 |
| Drafter II   | 15.55 |
| Drafter III  | 20.19 |
| Drafter IV   | 21.93 |
| Engineering Technician I                                   | 14.80 |
| Engineering Technician II                                  | 16.61 |
| Engineering Technician III                                 | 19.95 |
| Engineering Technician IV                                  | 24.62 |
| Engineering Technician V                                   | 29.65 |
| Engineering Technician VI                                  | 35.87 |
| Environmental Technician                                   | 19.26 |
| Flight Simulator/Instructor (Pilot)                        | 26.42 |
| Graphic Artist   | 23.71 |
| Instructor   | 19.36 |
| Laboratory Technician                                      | 16.13 |
| Mathematical Technician                                    | 20.53 |
| Paralegal/Legal Assistant I                                | 14.31 |
| Paralegal/Legal Assistant II                               | 17.66 |
| Paralegal/Legal Assistant III                              | 19.49 |
| Paralegal/Legal Assistant IV                               | 26.11 |
| Photooptics Technician                                     | 20.53 |
| Technical Writer   | 22.52 |

|   |       |
|---|-------|
| Unexploded (UXO) Safety Escort                                | 18.45 |
| Unexploded (UXO) Sweep Personnel                              | 18.45 |
| Unexploded Ordnance (UXO) Technician I                        | 18.45 |
| Unexploded Ordnance (UXO) Technician II                       | 22.32 |
| Unexploded Ordnance (UXO) Technician III                      | 26.76 |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 18.32 |
| Weather Observer, Senior (3)                                  | 20.48 |
| Weather Observer, Upper Air (3)                               | 18.32 |
| Transportation/ Mobile Equipment Operation Occupations        |       |
| Bus Driver  | 16.95 |
| Parking and Lot Attendant                                     | 9.33  |
| Shuttle Bus Driver  | 11.29 |
| Taxi Driver   | 8.98  |
| Truckdriver, Heavy Truck                                      | 17.54 |
| Truckdriver, Light Truck                                      | 10.26 |
| Truckdriver, Medium Truck                                     | 17.28 |
| Truckdriver, Tractor-Trailer                                  | 17.54 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 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 when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that

has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

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

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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour

Division, Employment Standards Administration, U.S. Department of Labor, for review.  
(See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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**SECTION K**  
REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS  
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| 52.212-3 Alt I | Offeror Representations and Certifications--Commercial Items (Jul 2002) Alternate I | APR 2002 |
| 252.212-7000   | Offeror Representations and Certifications- Commercial Items                        | NOV 1995 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

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

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

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

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

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

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

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

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

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

Over 1,000  Over \$17 million

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

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

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

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(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

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

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

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

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

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

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

(1) Listed end products.

Listed End Product

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-----

Listed Countries of Origin

-----  
-----

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

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

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

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

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

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

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS.  
(NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

**SECTION L**  
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS  
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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located

outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

ADDENDUM TO FAR 52.212-1  
INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS  
SOLICITATION PROVISIONS ADDENDUM

52.207-1 Notice of Cost Comparison (Sealed-Bid) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for bid opening. At the public bid opening, the Contracting Officer will open the bids and the envelope containing the cost estimate for Government performance and announce the result. This announcement will be based on an initial comparison of the cost of Government performance with the cost of contract performance, as indicated on the cost comparison form.

(c) The abstract of bids, completed cost comparison form, and detailed data supporting the cost estimate for Government performance will be made available to interested parties for review for a period of 30 working days, beginning with the date the documents are available to interested parties. The Government will not make a final determination either for contract or Government performance during this period. During this period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedures. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to decisions regarding selection of one bidder in preference to another. Agency determinations under the appeals procedure shall be final.

(d) After evaluation of bids and resolution of any requests under the appeals procedure, the Contracting Officer will either award a contract or cancel this solicitation. The completed cost comparison analysis will be made available to interested parties.

(e) A cost estimate for Government performance is considered a bid for purposes of this solicitation's Late Modifications of Bids or Withdrawal of Bids provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

(End of clause)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-9 FAILURE TO SUBMIT BID. (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements.

(End of provision)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the following addresses:

**Mailing:**

Seattle District Corps of Engineers  
P.O. Box 3755  
Seattle, WA 98124-3755

**Delivery:**

4735 E. Marginal Way S.  
Seattle, WA 98134-2385

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**SECTION M**  
EVALUATION FACTORS FOR AWARD  
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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

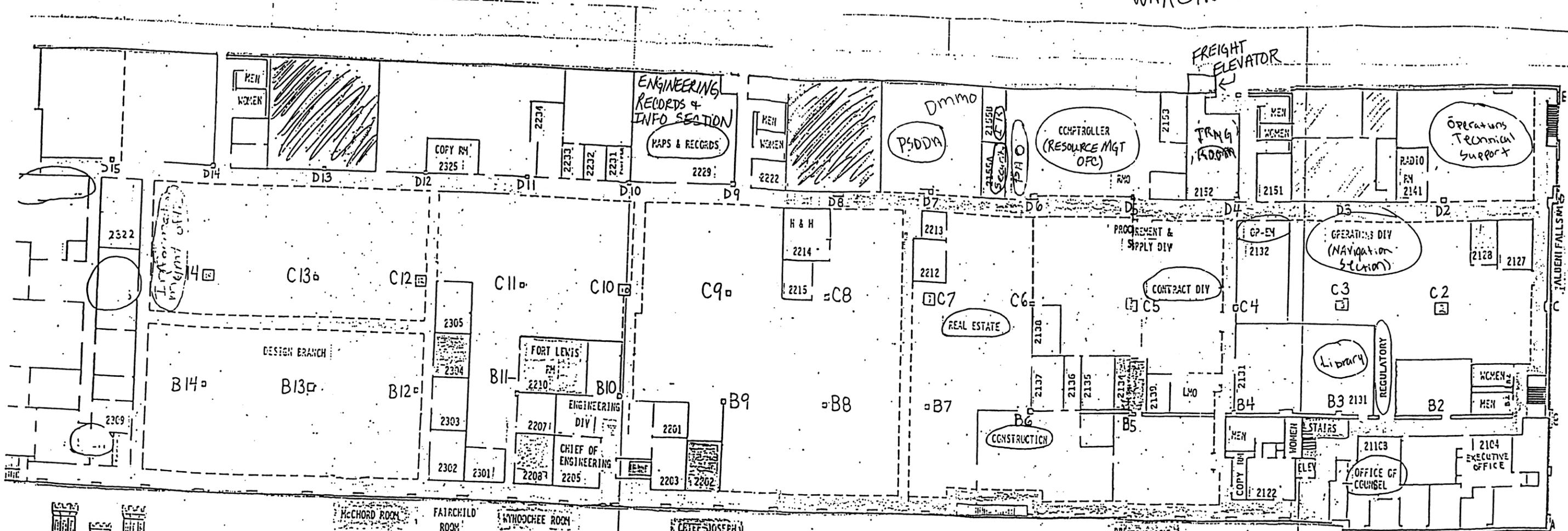
(End of provision)

EVALUATION OF BIDS/OFFERS – ALL OR NONE

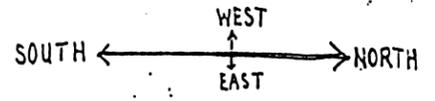
A bidder/offeror must quote on all items in this solicitation to be eligible for award. The Government will award on an “all or none” basis. Evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

WAREHOUSE

WAREHOUSE



U.S. ARMY CORPS OF ENGINEERS



LOCATION PLAN. SECOND FLOOR FEDERAL CENTER SOUTH

SCALE 1/32" = 1'-0" EXECUTIVE ROOM CONFERENCE

Network operating Group  
is located on the first  
floor past The Credit  
union

Safety office is on the  
first floor next to  
The Guard station