



RFQ No. DACW67-03-Q-0031

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: JANITORIAL SERVICES**

**Location: VARIOUS RECREATION SITES  
ALBENI FALLS DAM PROJECT, OLDTOWN IDAHO**

**SERVICE/SUPPLY SOLICITATION  
AND SPECIFICATIONS**

**Closing Date: 10 FEBRUARY 2003  
Closing Time: 10:00 AM PACIFIC STANDARD TIME**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-2364-4390		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-03-Q-0031	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA		b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		6. SOLICITATION ISSUE DATE 27-Jan-2003	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755  TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7349 SIZE STANDARD:\$12.0 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:		CODE G370F00		16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
<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		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL:		EMAIL:	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				PARTIAL		FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

NOTES:

Request for a copy of Request for Quote can be made by fax at: 206/764-6817, Attn: Sue Valenzuela.

**SMALL BUSINESS SET-ASIDE - LARGE BUSINESSES WILL NOT BE CONSIDERED**

**NOTES:**

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.

2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: IDAHO STATE JANITORIAL SERVICES  
REQUEST FOR QUOTATION NO. DACW67-03-Q-0031  
CLOSING DATE AND TIME: JAN 27, 2003 10:00 A.M. PST

AMENDMENTS NUMBERED \_\_\_\_\_ WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. FAXED QUOTES SHALL BE ACCEPTED BEFORE CLOSING AT FAX: (206) 764-6817 ATTN: SUE VALENZUELA. MAILED QUOTES SHALL BE ACCEPTED BEFORE CLOSING @ US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, PO BOX 3755 SEATTLE, WA 98124. PHYSICAL: 4735 E MARGINAL WAY S., SEATTLE, WA 98134-2385. PLEASE REFERENCE BY RFQ NO. DACW67-03-Q-0027.

4. CONTRACTORS OUTSIDE EDI SHALL BE ALLOWED TO QUOTE. CONTRACTORS ARE REQUIRED TO QUOTE ON ALL LINE ITEMS. **CONTRACTORS ARE REQUIRED TO SUBMIT QUESTION FORMS WITH QUOTE.**

5. ANY CONTRACTOR RECEIVING AN AWARD IS **REQUIRED** TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY). LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

6. AWARD: SEE EVALUATION FACTORS PARAGRAPH 4, BASIS OF AWARD. EVALUATION WILL BE INCLUSIVE OF OPTION YEARS. GOVERNMENT IS LIKELY TO EXERCISE THE OPTIONS AT THE END OF BASE YEAR.

CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: \_\_\_\_\_

DUN AND BRADSTREET NUMBER: \_\_\_\_\_

CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES \_\_\_\_\_ NO \_\_\_\_\_

CCR NO. \_\_\_\_\_

**PROSPECTIVE OFFERORS:** THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://ccr/edi/disa.mil/>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

### EVALUATION FACTORS

#### **Evaluation Factors- Simplified Acquisition**

This request for quotation contains Evaluation Factors for the Janitorial Services identified herein. The Government reserves the right to make an award, which will be determined, the most advantageous to the Government based on Best Value Evaluation Factors.

In accordance with the provisions contained herein the Government will select the most advantageous offer based on past performance and cost. To be considered for award, proposals/quotes shall conform to the terms and conditions contained in this solicitation. The evaluation process used to determine the most advantageous offer is as follows:

**1. Selection Board:** Contracting Officer may establish a selection board to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and content of the quote. The Board will not consider any information incorporated by reference or otherwise referred to. The individual ratings provided by the references will be used by the Board to determine an overall rating, as follows:

- 1) Green- Firm received 75% Excellent rating with no unsatisfactory rating,
- 2) Amber- Firm received 50%-74% Excellent ratings with no unsatisfactory rating,
- 3) Red- Firm received an unsatisfactory rating.

**2. Evaluation Factors:** In descending order of preference, based on the criteria below, ratings are evaluated on the basis of technical merit as follows:

#### **Past Performance/Experience-**

Attached is the questionnaire that will be used to evaluate your past performance. Provide at least (3) three references for janitorial services that you or your firm has been responsible for performing, which are similar to the scope of work identified herein. These services must have been completed within the last five (5) years.

Your firm will complete the upper portion of the questionnaire. The bottom half of the questionnaire (interview questions) will be completed by the Government by interviewing at least three of your references to obtain an evaluation of the services performed. Please note, the points of contact (POC) you include on the questionnaire should be familiar with your work in order to provide an evaluation of your performance.

The following topics will be addressed in the interview:

- 1) Quality of service- Compliance with contract requirements, quality workmanship
- 2) Timeliness of performance- Adherence to performance schedules, responsiveness to customer complaints
- 3) Business relationship between each contractual party- History of reasonable and cooperative behavior evidence of customer satisfaction, flexibility, effective provide solutions to problems and business-like concern for the towards customer satisfaction
- 4) Overall Rating

**3. TECHNICAL MERIT RATINGS:** The offers will be evaluated and rated for each criterion using a descriptive scale as outlined below:

**Excellent:** Exceeds over and above the requirements. The offeror fully meets all aspects of the job often exceeding many of the requirements. The work completed clearly demonstrated timely performance of the highest quality.

**Good:** Meets requirements. Offeror meets all of the minimum performance, capability or qualifications standards required. The occasional “call back” to correct deficiencies is handled in a satisfactory manner.

**Unsatisfactory:** Requirements not met. Offeror fails to meet the minimum performance, capability or qualifications standards required. Deficiencies are often noted.

**4. Price:** Prices quoted will be considered as secondary to the technical factors and will be independently evaluated to determine whether the proposed price is complete and reasonable and to aid in the determination of the offerors’ understanding of the work and ability to perform the contract. Price will be evaluated inclusive of options but will not be scored.

**5. Basis of Award:** Award shall be made to a higher rated offeror and may be awarded to a higher priced offeror if the offer is sufficiently more advantageous to the Government, inasmuch, to justify the payment of a higher price. The degree of importance of price as a factor shall become more important when past experience/ performance are relatively equal in merit. Prices quoted for this project reflects all cost associated with the work required to complete the tasks identified in the Scope of Work and will be evaluated to reflect the Contractor’s understanding of the project requirements, as well as the potential to provide the Best Value to the Government.

QUESTIONNAIRE

**QUESTIONNAIRE – CONTRACTOR’S PAST EXPERIENCE  
(OFFERORS MUST COMPLETE THIS PORTION)**

Contractor #1

OFFEROR NAME: \_\_\_\_\_

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT & TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_

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

**INTERVIEW QUESTIONS  
CONTRACTOR’S PAST PERFORMANCE  
(GOVERNMENT WILL COMPLETE THIS PORTION)**

POC CONTACTED: \_\_\_\_\_

PAST PERFORMANCE:

1. **QUALITY OF SERVICE PROVIDED:** Compliance with contract requirements, accuracy of reports, evidence of technical excellence and quality workmanship, and responsiveness to technical questions/problems.

Excellent Good Unsatisfactory

2. **TIMELINESS OF PERFORMANCE:** Adherence to delivery schedules including reports, administrative aspects of performance, and technical resolution to questions and/or problems.

Excellent Good Unsatisfactory

3. **BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY:** History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency.

Excellent Good Unsatisfactory

4. **OVERALL RATING**

Excellent Good Unsatisfactory

**QUESTIONNAIRE – CONTRACTOR’S PAST EXPERIENCE  
(OFFERORS MUST COMPLETE THIS PORTION)**

Contractor #2

OFFEROR NAME: \_\_\_\_\_

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT & TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_

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

**INTERVIEW QUESTIONS  
CONTRACTOR’S PAST PERFORMANCE  
(GOVERNMENT WILL COMPLETE THIS PORTION)**

POC CONTACTED: \_\_\_\_\_

PAST PERFORMANCE:

1. **QUALITY OF SERVICE PROVIDED:** Compliance with contract requirements, accuracy of reports, evidence of technical excellence and quality workmanship, and responsiveness to technical questions/problems.

Excellent   Good   Unsatisfactory

2. **TIMELINESS OF PERFORMANCE:** Adherence to delivery schedules including reports, administrative aspects of performance, and technical resolution to questions and/or problems.

Excellent   Good   Unsatisfactory

3. **BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY:** History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency.

Excellent   Good   Unsatisfactory

4. **OVERALL RATING**

Excellent   Good   Unsatisfactory

**QUESTIONNAIRE – CONTRACTOR’S PAST EXPERIENCE  
(OFFERORS MUST COMPLETE THIS PORTION)**

Contractor #3

OFFEROR NAME: \_\_\_\_\_

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: \_\_\_\_\_

POINT OF CONTACT & TELEPHONE NUMBER: \_\_\_\_\_

DATES SERVICES PROVIDED: \_\_\_\_\_

BRIEF DESCRIPTION OF SERVICES PROVIDED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INTERVIEW QUESTIONS  
CONTRACTOR’S PAST PERFORMANCE  
(GOVERNMENT WILL COMPLETE THIS PORTION)**

POC CONTACTED: \_\_\_\_\_

PAST PERFORMANCE:

1. **QUALITY OF SERVICE PROVIDED:** Compliance with contract requirements, accuracy of reports, evidence of technical excellence and quality workmanship, and responsiveness to technical questions/problems.

Excellent Good Unsatisfactory

2. **TIMELINESS OF PERFORMANCE:** Adherence to delivery schedules including reports, administrative aspects of performance, and technical resolution to questions and/or problems.

Excellent Good Unsatisfactory

3. **BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY:** History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency.

Excellent Good Unsatisfactory

4. **OVERALL RATING**

Excellent Good Unsatisfactory

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

BASE YEAR - TRESTLE CREEK CLEANING  
FFP

PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO FURNISH NON-PERSONAL JANITORIAL SERVICES AT THE TRESTLE CREEK RECREATION AREA NEAR HOPE, IDAHO FOR THE PERIOD OF TWELVE MONTHS IN ACCORDANCE WITH WORK COMMENCING 20 APRIL 03 AND ENDING 18 OCTOBER 2003 IN ACCORDANCE WITH THE QUANTITIES, FREQUENCIES AND DATES DESCRIBED IN THE ATTACHED SCOPE OF WORK. IDAHO SERVICE WAGE DETERMINATION 1994-2159 REV. 19 APPLIES AND IS INCORPORATED HEREIN. PARTIAL PAYMENTS ARE AUTHORIZED.

A. DAILY RESTROOM CLEANINGS FOR THE PERIOD OF  
20 APRIL 2003 THROUGH 18 OCTOBER 2003  
RATE: \$\_\_\_\_\_/EA X 77 = \$\_\_\_\_\_

B. MONTHLY RESTROOM CLEANINGS FOR THE PERIOD OF  
20 APRIL 2003 THROUGH 18 OCTOBER 2003  
RATE: \$\_\_\_\_\_/EA X 6 = \$\_\_\_\_\_

C. ADDITIONAL DAILY RESTROOM CLEANINGS FOR THE PERIOD OF  
20 APRIL 2003 THROUGH 18 OCTOBER 2003  
RATE: \$\_\_\_\_\_/EA X 10 = \$\_\_\_\_\_

PURCHASE REQUEST NUMBER: W68MD9-2364-4390

NET AMT

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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		

OPTION YEAR 1 - TRESTLE CREEK CLEANING  
 FFP  
 PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO FURNISH NON-PERSONAL JANITORIAL SERVICES AT THE TRESTLE CREEK RECREATION AREA NEAR HOPE, IDAHO FOR THE PERIOD OF TWELVE MONTHS IN ACCORDANCE WITH WORK COMMENCING 25 APRIL 2004 AND ENDING 16 OCTOBER 2004 IN ACCORDANCE WITH THE QUANTITIES, FREQUENCIES AND DATES DESCRIBED IN THE ATTACHED SCOPE OF WORK. MOST CURRENT IDAHO SERVICE WAGE DETERMINATION 1994-2159 APPLIES.

D. DAILY RESTROOM CLEANINGS FOR THE PERIOD OF  
 25 APRIL 2004 THROUGH 16 OCTOBER 2004  
 RATE: \$ \_\_\_\_\_/EA X 75 = \$ \_\_\_\_\_

E. MONTHLY RESTROOM CLEANINGS FOR THE PERIOD OF  
 25 APRIL 2004 THROUGH 16 OCTOBER 2004  
 RATE: \$ \_\_\_\_\_/EA X 6 = \$ \_\_\_\_\_

F. ADDITIONAL DAILY RESTROOM CLEANINGS FOR THE PERIOD OF  
 25 APRIL 2004 THROUGH 16 OCTOBER 2004  
 RATE: \$ \_\_\_\_\_/EA X 10 = \$ \_\_\_\_\_

NET AMT

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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		

OPTION YEAR 2 - TRESTLE CREEK CLEANING  
 FFP  
 PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO FURNISH NON-PERSONAL JANITORIAL SERVICES AT THE TRESTLE CREEK RECREATION AREA NEAR HOPE, IDAHO FOR THE PERIOD OF TWELVE MONTHS IN ACCORDANCE WITH WORK COMMENCING 24 APRIL 2005 AND ENDING 15 OCTOBER 2005 IN ACCORDANCE WITH THE QUANTITIES, FREQUENCIES AND DATES DESCRIBED IN THE ATTACHED SCOPE OF WORK. MOST CURRENT IDAHO SERVICE WAGE DETERMINATION 1994-2159 APPLIES.

G. DAILY RESTROOM CLEANINGS FOR THE PERIOD OF  
 24 APRIL 2005 THROUGH 15 OCTOBER 2005  
 RATE: \$ \_\_\_\_\_/EA X 74 = \$ \_\_\_\_\_

H. MONTHLY RESTROOM CLEANINGS FOR THE PERIOD OF  
 24 APRIL 2005 THROUGH 15 OCTOBER 2005  
 RATE: \$ \_\_\_\_\_/EA X 6 = \$ \_\_\_\_\_

I. ADDITIONAL DAILY RESTROOM CLEANINGS FOR THE PERIOD OF  
 24 APRIL 2005 THROUGH 15 OCTOBER 2005  
 RATE: \$ \_\_\_\_\_/EA X 10 = \$ \_\_\_\_\_

NET AMT

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FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.243-1	Changes--Fixed Price	AUG 1987
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 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.

**5. 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)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 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 of 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 of which is owned by one or more women; and

(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 place of ownership, 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 on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) 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; and

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--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 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) (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

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(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.

(End of provision)

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:

(Contracting Officer shall check as appropriate.)

(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.

(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).

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

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

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

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

(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).

\_X\_(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:

(Contracting Officer check as appropriate.)

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

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

\_\_\_ (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)

#### 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 nonresponsive 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)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561720**.

(2) The small business size standard is **\$12.0 Million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 (b)(6)(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.

(c) Definitions. As used in this provision--

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 the size standard in paragraph (a) of this provision.

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; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

(a) Definition.

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

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

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

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

(End of clause)

SCOPE OF WORK

**SCOPE OF WORK  
RESTROOM CLEANING CONTRACT  
2003 BASE YEAR, 2004-2005 OPTION YEAR  
TRESTLE CREEK RECREATION AREA  
ALBENI FALLS PROJECT  
IDAHO**

**1. COMMENCEMENT, PROSECUTION, AND COMPLETION.**

**1.1. Commencement, Prosecution, and Completion.** This contract shall become effective on the date of award or subsequent thereto, and shall continue in full force and effect until October 15, 2005, unless terminated as otherwise provided in the contract. This contract includes a base year and two option years, and is therefore renewable for the two (2) additional one-year periods at the option of the Government by the Contracting Officer giving written notice of renewal to the Contractor no later than 30 days before the Purchase Order is to expire. As most work described herein is seasonal and will likely end before October of each year, a gap will exist between the end of the work schedule and the end of the contract year. (It is anticipated that award will be made by 01 April 2003, work shall commence on 23 April 2003 and extend through 15 October 2005.) Actual work performance dates are defined in Table 1. The contract dates are as follows:

Base year: Date of award through 31 March 2004.  
1<sup>st</sup> Option Year: 01 April 2004 through 31 March 2005.  
2<sup>nd</sup> Option Year: 01 April 2005 through 31 March 2006.

Table 1. Work Commencement and Ending Dates.

Year	Commencement Date	Ending Date
2003 - Base Year	20 April 03	18 October 03
2004 - Option Year	25 April 04	16 October 04
2005 - Option year	24 April 05	15 October 05

**2. PREWORK CONFERENCE.**

This meeting shall be held at the Trestle Creek Recreation Area prior to beginning work, at a time mutually agreeable to the Contractor and the Contracting Officer's Representative (COR). The Contractor should be prepared for a 2 hour meeting and site inspection prior to beginning work. The purpose of the meeting is to discuss and develop mutual understandings relative to the general and technical provisions of the contract, safety, quality control program, environmental protection, and an onsite tour of the area.

### 3. SCOPE OF WORK.

#### 3-1. GENERAL.

3-1.1 Facilities to be Serviced. The Contractor shall provide all labor, equipment and materials necessary to furnish restroom cleanings at the vault restroom in the Trestle Creek Recreation Area, 3 miles north and west of Hope, Idaho, on Highway 200.

3-1.2 Frequencies and Times of Service. The Contractor shall provide services specified herein in accordance with the following frequencies:

(1) Daily cleaning requirements - The Contractor shall perform daily cleaning requirements three times each week, on Sundays, Wednesdays, and Fridays, during the entire contract period. In addition, the Contractor shall perform daily cleaning requirements on the following Federal holiday Mondays:

Memorial Day -	26 May 2003	31 May 2004	30 May 2005
Labor Day -	01 September 2003	06 September 2004	05 September 2005

(2) Monthly cleaning requirements - The Contractor shall perform monthly cleaning requirements once each month on the following Fridays:

2003 - April 25, May 23, June 27, July 25, August 29 and September 26.  
 2004 - April 30, May 28, June 25, July 30, August 27 and September 24.  
 2005 - April 29, May 27, June 24, July 29, August 26 and September 29.

#### 3-2. CLEANING OF FACILITIES.

3-2.1 Performance Standards. Standards for cleaning of the facility shall comply with the following:

(1) Where the term "clean facilities" is specified, the Contractor shall sweep, wash, wipe, or brush facilities to insure that dirt, rocks, debris, trash, garbage, ashes, foreign matter left by the public, insects, insect nests, insect webs and bird droppings are removed.

(2) Where the term "sanitary facilities" is specified, the Contractor shall wash the facilities using disinfectants each time the facilities are cleaned.

(3) Work shall be performed in such a manner that no damage will occur to the facility by cleaning methods or through the use of caustic chemicals.

3-2.2 Daily Cleaning Requirements. Services to be performed shall include the following:

(1) Clean all floor areas and concrete entry pads by sweeping, scrubbing, or scraping to remove litter, dirt, gum, grass, leaves, and all other foreign objects and materials to provide "clean facilities".

(2) Mop all floor areas using disinfectant to provide "sanitary facilities". Solution shall be mixed in accordance with the manufacturer's instructions. Standing water shall be removed from the floor after each cleaning.

(3) Clean and sanitize toilets, urinals, toilet paper dispensers and sanitary napkin disposal units to provide "sanitary facilities".

(4) Restock toilet tissue as necessary.

(5) Empty two 32-gallon waste receptacles located at the restrooms and replace plastic liners once per week at a minimum.

(6) Empty two sanitary napkin disposal units (Brobrick Model B-270) and replace liners.

6. Restocking Dispensers. The Contractor shall install a full supply of toilet tissue, sanitary napkin disposal liners (**plastic or plastic coated, non-leaking**), refuse receptacle liners, and any other materials necessary for the operation of the comfort station. Estimated replacement requirements are as follows:

7.

Item:	Est. Use per Week:
Toilet Tissue Rolls	10-12
Napkin Disposal Liners	4
Receptacle Liners	4

(8) The Contractor shall remove all refuse regardless of volume or source of origin found within a 20-foot radius of the sidewalk apron and comfort station during each cleaning. Refuse shall include, but is not limited to, garbage, beverage containers, bottle caps, metal pull tabs, small papers, cigarette butts, etc. Refuse shall be deposited in the dumpsters located in the area.

3-2.3 Monthly Cleaning Requirements. Services to be performed shall include the following:

(1) Clean exterior areas of restroom including walls, entryways, light fixtures (lenses shall be removed for cleaning), windows, sills, exterior doors and eaves to remove all dirt, dust, spider webs, insect nests, insects, bird nests and all other foreign objects and materials to provide for "clean facilities". All marks of vandalism and graffiti removable without damaging the paint or surface shall be removed by normal washing or a chemical agent. A ladder or similar piece of equipment will be necessary to perform this work.

(2) Wash and sanitize interior walls, partitions and benches, using a disinfectant solution to provide for "sanitary facilities". All marks of vandalism and graffiti removable without damaging the paint or surface shall be removed by normal washing or a chemical agent. Clean overhead areas of restrooms and entryways including ceilings, light fixtures (lenses shall be removed for cleaning), windows, interior doors, beams, and eaves to remove all dirt, dust, spider webs, insect nests, insects, bird nests and all other foreign objects and materials to provide for "clean facilities". A ladder or similar piece of equipment will be necessary to perform this work.

**4. CONTRACT OPERATIONS.**

4-1. MATERIALS AND SUPPLIES.

4-1.1 Contractor Furnished Materials and Supplies. The Contractor shall furnish the following listed materials and supplies for use in accomplishing work under this contract. All materials shall be new and adequate

quantities shall be maintained to perform the services without interruption. All materials furnished shall be of commercial quality.

Disinfectants	Plastic Trash Can Liners
Cleaning Compounds	Sanitary Napkin Disposal Liners (Plastic or plastic coated)
Toilet Tissue	

4-1.2 Government Furnished Supplies and Materials. The Contractor shall be issued keys for those areas requiring access through locked entries. All keys will be signed for by the Contractor, and a record of the issued keys kept in the project's key control file.

#### 4-2. CHANGES IN THE NUMBER OF CLEANINGS.

Additional cleanings may be required as a result of vandalism, heavy visitor use, or other unforeseen events. The Contractor shall request approval to perform extra cleanings prior to the performance of any additional work. The COR may also request the additional cleanings when necessary. If the COR approves the need for or requests additional cleanings, the Contractor will be paid for those cleanings based on the Contractor's unit price per cleaning. Total additional cleanings will not exceed 10 during the period of the contract.

#### 4-3. SAFETY.

4-3.1 Safety Standards. The Contractor shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers' Safety Requirements EM 385-1-1, revised September 1996, as amended. The OSHA Standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and to take immediate action to implement those changes, together with the effective date of those changes.

4-3.2 General Safety. The Contractor shall follow all manufacturer's recommendations and label instructions when using cleaning agents and disinfectants. This may include, but is not limited to, recommended protective clothing and/or other safety apparel, ventilation, or restrictions on the use of one agent in combination with another. In recognition of the dangers associated with Blood Borne Pathogens, it is strongly recommended that gloves be used when cleaning toilet facilities or handling garbage. Gloves should be of a material compatible with the cleaning agents being used (rubber, latex, etc.)

#### 4-4. INSPECTION AND ACCEPTANCE.

Work will be inspected on a regular basis to insure compliance with the contract scope of work. Acceptance of work will be based on verification of work actually completed, and that the structure is clean and sanitary on the day the work was performed.

#### 4-5. PAYMENT.

4-5.1 Submission of Invoices. Payment for services performed will be based on the unit prices for individual and additional cleanings. An original invoice and three copies of the invoice shall be submitted to USACE Finance Center, CEFC-AO-P, 5720 Integrity Dr., Millington, TN 38054-5005, and shall include the contract number, item numbers, description of work, quantities, unit prices, and total prices. It is also requested that a copy of the invoice be sent to the COR.

4-5.2 Basis for Payment. Payment will be made only for actual services satisfactorily completed under this specification. Separate payments will not be made for the time spent in planning, mobilizing, or performing administrative work.

4-5.3 Deductions for Unsatisfactory Work. Deductions in the Contractor's scheduled earnings will be made for services that are found unsatisfactory (i.e., do not comply with this specification), or are not performed at all. The Contractor shall have one calendar day following notification to correct any deficiencies prior to deductions being made. Failure to satisfactorily perform the required work in it's entirety will result in a percentage reduction of the contractor's total unit price based on the following schedule:

(1) Daily Cleanings:

<u>Item</u>	<u>Reduction</u>
Cleaning of floors.	20%
Mopping of floors.	20%
Cleaning of toilets, urinals and dispensers.	20%
Restocking of toilet tissue.	10%
Emptying of waste receptacles, replacing liners	10%
Emptying of sanitary napkin containers, replacing liners	10%
Refuse pickup	10%

(2) Monthly Cleanings:

<u>Item</u>	<u>Reduction</u>
Cleaning of exterior areas.	50%
Cleaning of interior areas.	50%

4-6. MAINTENANCE BEYOND SCOPE OF WORK.

It shall be the responsibility of the Contractor to notify the COR of recognized problems within the facility that require maintenance beyond the scope of the contract; i.e., electrical, carpentry, plumbing repairs, vandalism or other incidences of damage, etc.

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR	
		EMPLOYMENT STANDARDS ADMINISTRATION	
		WAGE AND HOUR DIVISION	
By direction of the Secretary of Labor		WASHINGTON, D.C. 20210	
		Wage Determination No.: 1994-2159	
		Revision No.: 19	
William W. Gross Director	Division of Wage Determinations	Date of Last Revision:	05/28/2002

State: Idaho  
 Area: Idaho Statewide

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

<b>OCCUPATION TITLE</b>	<b>MINIMUM WAGE RATE</b>
<b>Administrative Support and Clerical Occupations</b>	
Accounting Clerk I	7.67
Accounting Clerk II	9.42
Accounting Clerk III	10.60
Accounting Clerk IV	11.57
Court Reporter	17.03
Dispatcher, Motor Vehicle	14.05
Document Preparation Clerk	9.55
Duplicating Machine Operator	9.55
Film/Tape Librarian	9.68
General Clerk I	7.63
General Clerk II	8.58
General Clerk III	9.42
General Clerk IV	10.35
Housing Referral Assistant	11.85
Key Entry Operator I	9.27
Key Entry Operator II	10.16
Messenger (Courier)	8.26
Order Clerk I	9.76
Order Clerk II	10.71
Personnel Assistant (Employment) I	8.70
Personnel Assistant (Employment) II	9.65
Personnel Assistant (Employment) III	10.75
Personnel Assistant (Employment) IV	11.94
Production Control Clerk	13.95
Rental Clerk	10.03
Scheduler, Maintenance	10.54
Secretary I	10.54

Secretary II	11.10
Secretary III	11.85
Secretary IV	13.16
Secretary V	14.51
Service Order Dispatcher	12.97
Stenographer I	14.77
Stenographer II	16.42
Supply Technician	13.16
Survey Worker (Interviewer)	8.51
Switchboard Operator-Receptionist	8.86
Test Examiner	11.10
Test Proctor	11.10
Travel Clerk I	9.49
Travel Clerk II	9.97
Travel Clerk III	10.81
Word Processor I	10.35
Word Processor II	10.68
Word Processor III	11.34
<b>Automatic Data Processing Occupations</b>	
Computer Data Librarian	9.68
Computer Operator I	9.17
Computer Operator II	12.40
Computer Operator III	14.49
Computer Operator IV	17.70
Computer Operator V	17.86
Computer Programmer I (1)	14.16
Computer Programmer II (1)	20.23
Computer Programmer III (1)	21.34
Computer Programmer IV (1)	24.42
Computer Systems Analyst I (1)	18.29

Computer Systems Analyst II (1)	21.34
Computer Systems Analyst III (1)	25.47
Peripheral Equipment Operator	11.17
<b>Automotive Service Occupations</b>	
Automotive Body Repairer, Fiberglass	14.82
Automotive Glass Installer	12.83
Automotive Worker	12.69
Electrician, Automotive	13.01
Mobile Equipment Servicer	10.37
Motor Equipment Metal Mechanic	14.27
Motor Equipment Metal Worker	12.69
Motor Vehicle Mechanic	14.27
Motor Vehicle Mechanic Helper	10.37
Motor Vehicle Upholstery Worker	11.99
Motor Vehicle Wrecker	12.69
Painter, Automotive	13.55
Radiator Repair Specialist	13.77
Tire Repairer	10.02
Transmission Repair Specialist	14.27
<b>Food Preparation and Service Occupations</b>	
Baker	10.33
Cook I	7.70
Cook II	8.94
Dishwasher	7.20
Food Service Worker	7.23
Meat Cutter	12.63
Waiter/Waitress	7.64
<b>Furniture Maintenance and Repair Occupations</b>	
Electrostatic Spray Painter	12.32
Furniture Handler	10.87

Furniture Refinisher	12.32
Furniture Refinisher Helper	10.87
Furniture Repairer, Minor	10.90
Upholsterer	12.32
<b>General Services and Support Occupations</b>	
Cleaner, Vehicles	7.40
Elevator Operator	8.46
Gardener	10.45
House Keeping Aid I	7.96
House Keeping Aid II	8.40
Janitor	8.46
Laborer, Grounds Maintenance	8.85
Maid or Houseman	6.88
Pest Controller	10.33
Refuse Collector	11.18
Tractor Operator	11.63
Window Cleaner	8.92
<b>Health Occupations</b>	
Dental Assistant	12.02
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.87
Licensed Practical Nurse I	10.79
Licensed Practical Nurse II	12.09
Licensed Practical Nurse III	13.53
Medical Assistant	10.55
Medical Laboratory Technician	14.37
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.84
Nursing Assistant II	8.82
Nursing Assistant III	9.62

Nursing Assistant IV	10.79
Pharmacy Technician	12.19
Phlebotomist	12.36
Registered Nurse I	18.23
Registered Nurse II	20.78
Registered Nurse II, Specialist	20.78
Registered Nurse III	24.75
Registered Nurse III, Anesthetist	44.47
Registered Nurse IV	27.72

#### **Information and Arts Occupations**

Audiovisual Librarian	16.17
Exhibits Specialist I	12.40
Exhibits Specialist II	15.85
Exhibits Specialist III	17.77
Illustrator I	11.01
Illustrator II	14.08
Illustrator III	15.77
Librarian	17.05
Library Technician	9.68
Photographer I	10.73
Photographer II	13.71
Photographer III	15.37
Photographer IV	18.90
Photographer V	23.23

#### **Laundry, Dry Cleaning, Pressing and Related Occupations**

Assembler	7.12
Counter Attendant	7.12
Dry Cleaner	7.69
Finisher, Flatwork, Machine	7.12
Presser, Hand	7.12

Presser, Machine, Drycleaning	7.12
Presser, Machine, Shirts	7.12
Presser, Machine, Wearing Apparel, Laundry	7.12
Sewing Machine Operator	8.18
Tailor	9.06
Washer, Machine	7.46
<b>Machine Tool Operation and Repair Occupations</b>	
Machine-Tool Operator (Toolroom)	12.32
Tool and Die Maker	18.45
<b>Material Handling and Packing Occupations</b>	
Forklift Operator	11.52
Fuel Distribution System Operator	11.65
Material Coordinator	13.95
Material Expediter	13.95
Material Handling Laborer	9.88
Order Filler	10.95
Production Line Worker (Food Processing)	10.35
Shipping Packer	10.55
Shipping/Receiving Clerk	10.86
Stock Clerk (Shelf Stocker; Store Worker II)	11.98
Store Worker I	9.04
Tools and Parts Attendant	11.43
Warehouse Specialist	11.43
<b>Mechanics and Maintenance and Repair Occupations</b>	
Aircraft Mechanic	17.00
Aircraft Mechanic Helper	11.48
Aircraft Quality Control Inspector	18.31
Aircraft Servicer	14.00
Aircraft Worker	14.82
Appliance Mechanic	12.32

Bicycle Repairer	9.30
Cable Splicer	16.40
Carpenter, Maintenance	13.75
Carpet Layer	13.27
Electrician, Maintenance	17.15
Electronics Technician, Maintenance I	15.24
Electronics Technician, Maintenance II	22.00
Electronics Technician, Maintenance III	26.06
Fabric Worker	12.78
Fire Alarm System Mechanic	14.27
Fire Extinguisher Repairer	12.07
Fuel Distribution System Mechanic	14.27
General Maintenance Worker	12.69
Heating, Refrigeration and Air Conditioning Mechanic	16.05
Heavy Equipment Mechanic	15.48
Heavy Equipment Operator	14.56
Instrument Mechanic	17.86
Laborer	9.88
Locksmith	14.45
Machinery Maintenance Mechanic	15.44
Machinist, Maintenance	14.87
Maintenance Trades Helper	10.37
Millwright	17.38
Office Appliance Repairer	14.74
Painter, Aircraft	13.55
Painter, Maintenance	13.55
Pipefitter, Maintenance	18.54
Plumber, Maintenance	16.67
Pneudraulic Systems Mechanic	14.27
Rigger	15.27

Scale Mechanic	12.69
Sheet-Metal Worker, Maintenance	13.13
Small Engine Mechanic	11.54
Telecommunication Mechanic I	15.74
Telecommunication Mechanic II	17.98
Telephone Lineman	15.74
Welder, Combination, Maintenance	13.24
Well Driller	16.41
Woodcraft Worker	15.27
Woodworker	11.53
<b>Miscellaneous Occupations</b>	
Animal Caretaker	8.18
Carnival Equipment Operator	8.50
Carnival Equipment Repairer	10.27
Carnival Worker	7.20
Cashier	7.45
Desk Clerk	6.94
Embalmer	17.93
Lifeguard	9.42
Mortician	19.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.44
Recreation Specialist	11.95
Recycling Worker	11.34
Sales Clerk	8.58
School Crossing Guard (Crosswalk Attendant)	9.11
Sport Official	9.42
Survey Party Chief (Chief of Party)	16.29
Surveying Aide	11.04
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.81

Swimming Pool Operator	10.68
Vending Machine Attendant	10.42
Vending Machine Repairer	12.28
Vending Machine Repairer Helper	9.07
<b>Personal Needs Occupations</b>	
Child Care Attendant	7.17
Child Care Center Clerk	11.77
Chore Aid	7.39
Homemaker	7.25
<b>Plant and System Operation Occupations</b>	
Boiler Tender	15.21
Sewage Plant Operator	14.27
Stationary Engineer	15.27
Ventilation Equipment Tender	11.48
Water Treatment Plant Operator	14.27
<b>Protective Service Occupations</b>	
Alarm Monitor	10.24
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	9.20
Guard II	12.82
Police Officer	21.40
<b>Stevedoring/Longshoremen Occupations</b>	
Blocker and Bracer	12.65
Hatch Tender	13.22
Line Handler	12.34
Stevedore I	11.18
Stevedore II	13.45

**Technical Occupations**

Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.45
Archeological Technician II	15.04
Archeological Technician III	18.65
Cartographic Technician	14.81
Civil Engineering Technician	16.04
Computer Based Training (CBT) Specialist/ Instructor	17.25
Drafter I	14.28
Drafter II	15.54
Drafter III	19.84
Drafter IV	22.19
Engineering Technician I	11.79
Engineering Technician II	12.85
Engineering Technician III	16.40
Engineering Technician IV	18.39
Engineering Technician V	21.58
Engineering Technician VI	22.76
Environmental Technician	17.50
Flight Simulator/Instructor (Pilot)	19.04
Graphic Artist	15.45
Instructor	17.25
Laboratory Technician	14.36
Mathematical Technician	18.39
Paralegal/Legal Assistant I	12.49
Paralegal/Legal Assistant II	14.63
Paralegal/Legal Assistant III	16.98
Paralegal/Legal Assistant IV	21.64

Photooptics Technician	21.14
Technical Writer	20.29
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
Weather Observer, Senior (3)	19.81
Weather Observer, Upper Air (3)	16.21

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	11.22
Parking and Lot Attendant	7.01
Shuttle Bus Driver	9.96
Taxi Driver	8.49
Truckdriver, Heavy Truck	14.37
Truckdriver, Light Truck	9.96
Truckdriver, Medium Truck	10.90
Truckdriver, Tractor-Trailer	14.37

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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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

Source of Occupational Title and Descriptions:

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

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

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

The process for preparing a conformance request is as follows:

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

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

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

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

6) The contractor informs the affected employees.

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

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