

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4118-3270		PAGE 1 OF 53		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0094		6. SOLICITATION ISSUE DATE 19-May-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SCOTT W BRITT		b. TELEPHONE NUMBER (No Collect Calls) 206-764-3517		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 28 May 2004		
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW	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:\$14 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO SERVICE SECTION(CJ) WAREHOUSE HIGHWAY 17 PEARL HILL ROAD ATTN: WAREHOU BRIDGEPORT WA 98813-1120 TEL: 509-686-5501 X253 FAX:		CODE G3R0CS0	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT		
<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 COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:		EMAIL:			
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	35. AMOUNT VERIFIED CORRECT FOR			
			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS				

Section SF 1449 - CONTINUATION SHEET

SUBMISSION INSTRUCTIONS

1. INQUIRIES: All questions concerning this project must be directed to the Contract Administrator:

Scott Britt – Contract Administrator	ATTN: Scott Britt
Email: scott.w.britt@usace.army.mil	CENWS-CT-PR
Phone: 206 764-3517	PO BOX 3755
Fax: 206 764-6817	Seattle WA 98124-3755

2. SITE VISIT – there is no formal site visit, however, to schedule a tour of the site, contact Laura Beauregard 509-686-2225.
3. Responses may be emailed, faxed or mailed to the Contract Administrator until the date and time set for closing.
4. Marking of Quotes: Quotes shall be plainly marked as follows:

QUOTE FOR: **Chief Joseph Dam Custodial Services**
Bridgeport, WA
 Request for Quote No. **W912DW-04-Q-0094**
 CLOSING DATE AND TIME: 26 May 2004, 10:00 AM Local Time

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

5. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations 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
 MAKES AN OFFEROR INELIGIBLE FOR AWARD.**

The web site may be accessed at www.ccr.gov. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

6. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

7. Please provide the following information:

Federal Taxpayer's ID Number: _____
CCR CAGE Code: _____
DUNS Number: _____
Email: _____
Remit to Address:
 Company Name: _____
 Address: _____
 City/State/Zip: _____

EVALUATION FACTORS

1. Evaluation Factors - Simplified Acquisition

This request for quotation contains Evaluation Factors for the services identified herein. The Government reserves the right to make an award that is determined to be the most advantageous using the Best Value Evaluation Factors of technical and past performance information and cost (price). Technical and past performance information is significantly more important than cost (price). To be considered for award, proposals/quotes shall conform to the terms and conditions contained in this solicitation.

2. Selection Board:

The 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, using the categories: green, yellow-green, yellow, and red.

3. Evaluation Factors: ratings are evaluated using the following, in descending order of importance:

3.1. Technical/Past Performance (see paragraph 6)

Each firm must complete the attached form that inquires about the firm's performance of custodial services similar to the scope of work identified herein. This information is necessary to provide a rating of the firm's technical and past performance information.

3.2. Price:

Quote prices are secondary to the technical factors. Other than to determine price reasonableness, there will be no comparison of quote prices exclusive of technical/past performance information. The firm's quote price for this project is to reflect all costs associated with the work requirements, including option periods.

4. Best Value Analysis:

The Government is primarily concerned with making award to the contractor who exhibits superior past performance/experience. Utilization of the tradeoff process of evaluation is used to determining the best value to the Government. The tradeoff process permits tradeoffs among price and non-price factors and allows the government to consider award to other than the lowest priced offeror. Be advised that greater consideration is given to the evaluation of technical expertise and past performance rather than price. The highest past performance rating is "green" and the offer in that category is eligible for award. However, in the case of more than one "green" rated offeror, price becomes the determining factor of award. In the case that there are no "green" rated offerors, or that the "green" rated offer's price is less than fair and reasonable, the award will be determined using the "yellow-green" category. Likewise, the "yellow" category will be used if there are no "yellow-green" competitors. Contractors with "red" ratings are not eligible for award. It is the intent of the Government to make award based upon initial offers, without further discussions or additional information.

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 technical expertise/past performance of more than one firm is 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 (price reasonableness)

6. Technical Evaluation Submittals:

6.1. Complete and return the information above with your quote

Describe the firm's current or last project that is similar to the Statement of Work project description:

Start Date: _____ Completion Date (if complete): _____

Provide the following information of a POC knowledgeable of the project listed, above:

Name: _____ Phone Number: _____ Title: _____

Have you ever failed to complete work awarded to you? If so, where and why?

- 6.2. Provide a copy of your firm's QC plan, pursuant to paragraph 4.1 of the Statement of Work. This may be a draft, however, a final copy is necessary after award and prior to the start of work. At a minimum, an acceptable QC plan addresses paragraph 2 of the SOW – Service Delivery Summary. Describe how the work shall be accomplished successfully and when the periodic (quarterly) services shall occur. Provide a list of contractor-owned cleaning equipment and give a brief overview of the environmental friendly-ness of the cleaning supplies.
- 6.3. Provide a Project Management Plan. An acceptable PMP includes the firm's management structure (organization chart) and a resume of the project QC and PM (if this is the same person, one resume suffices.) This resume should describe the person's experience, including the number of years performing services similar to those in the SOW. Include at least 2 projects of similar scope and a POC for each.

7. The Government will call at the POC, in 6.1 and ask the following questions:

- a. **QUALITY OF SERVICE PROVIDED:** Rate the contractor's compliance with project requirements and the ability of the contractor to provide quality service and a professional attitude.
- b. **TIMELINESS OF PERFORMANCE:** Rate the contractor's ability to adhere to schedules with no compromise of quality performance.

- c. **TIMELINESS OF CORRECTIVE ACTIONS:** Rate the contractor's prompt, satisfactory resolution of problems. If there have been no problems, how would you expect the contractor to perform?
- d. **CUSTOMER SATISFACTION:** Rate the overall satisfaction with the contractor's performance. Consider the following: Would you work with this contractor again? Would you recommend hiring this contractor?

The response to each of these questions shall be one of the following:
Excellent, Good, Acceptable, Poor, or Unsatisfactory

8. Evaluation grading:

- a. **Highest Rating – Green:**
Acceptable Project Management Plan
Acceptable QC plan
No work failures
All Excellent reference comments
- b. **Second Highest Rating - Yellow-Green:**
Acceptable Project Management Plan
Acceptable QC Plan
No work failures
No Acceptable, Poor, or Unsatisfactory comments
- c. **Third Highest Rating - Yellow:**
Acceptable Management Plan
Acceptable QC Plan
*No more than 1 justified work failure
No Acceptable, Poor, or Unsatisfactory comments

*Justification documentation signed by the Project Manager required
- d. **Fourth Highest Rating - Red:**
**IF THE CONTRACTOR HAS ANY OF THE FOLLOWING
A RED RATING IS GIVEN**
Less than acceptable QC plan
Less than acceptable Project Management Plan
More than 1 work failure (regardless of justification)
1 or more Poor or Unsatisfactory comments
NOTE: A red rating is unacceptable - No award shall be made to a red-rated firm.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Chief Joseph Custodial Services FFP 0001: Provide all labor, materials and equipment necessary to perform base period custodial/janitorial work at the Chief Joseph Dam project in strict accordance with the incorporated Statement of Work, schedule, drawings, and Service Wage Determination No. 1994-2565 with 19 revisions thereto. PURCHASE REQUEST NUMBER: W68MD9-4118-3270	1	Lump Sum		

NET AMT

FOB: Destination

SCHEDULE

0001 BASE YEAR - Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington in strict accordance with the incorporated SOW, drawings, and Wage Determination No. 1994-2565 with 19 revisions thereto.

0001AA Administration Building

01 June 2004 through 31 April 2005

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 11 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0001AB Security Station

01 June 2004 through 31 April 2005

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 11 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0001AC Commons Building

01 June 2004 through 31 April 2005

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 11 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0001AD Orientation Area

Restroom Services June 2004 through September 2004

Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005

Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0001AE **Brandt's Landing vault toilet**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0001AF **Upstream Boat Ramp vault toilet**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0001AG **Debris Basin vault toilet**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0001AH **Foster Creek vault toilet**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005
Sunday/Thursday

_____ per month x 7 months = _____

0001AI **South Viewpoint vault toilet**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0001AJ **Lower Spillway vault toilet**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

Restroom Services October 2004 through April 2005
Sunday/Thursday

_____ per month x 7 months = _____

0001AK **Spillway Viewpoint**
Restroom Services June 2004 through September 2004
Sunday/Tuesday/Thursday/Saturday

_____ per month x 4 months = _____

TOTAL BASE YEAR \$ _____

0002 FIRST OPTION YEAR: Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington in strict accordance with the incorporated SOW, drawings, and revised Wage Determination No. 1994-2565. Revised Wage Determination to be incorporated at award of option.

0002AA Administration Building

01 May 2005 through 30 April 2006

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 12 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0002AB Security Station

01 May 2005 through 30 April 2006

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 12 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0002AC Commons Building

01 May 2005 through 30 April 2006

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 12 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0002AD Orientation Area

Restroom Services May 2005 through September 2005

Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006

Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0002AE **Brandt's Landing vault toilet**
Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006
Sunday/Tuesday/Thursday
_____ per month x 7 months = _____

0002AF **Upstream Boat Ramp vault toilet**
Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006
Sunday/Tuesday/Thursday
_____ per month x 7 months = _____

0002AG **Debris Basin vault toilet**
Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006
Sunday/Tuesday/Thursday
_____ per month x 7 months = _____

0002AH **Foster Creek vault toilet**
Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006
Sunday/Thursday
_____ per month x 7 months = _____

0002AI **South Viewpoint vault toilet**
Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0002AJ

Lower Spillway vault toilet

Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2005 through April 2006
Sunday/Thursday

_____ per month x 7 months = _____

0002AK

Spillway Viewpoint

Restroom Services May 2005 through September 2005
Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

TOTAL OPTION YEAR \$ _____

0003 SECOND OPTION YEAR: Furnish all labor, equipment and material for janitorial services at Chief Joseph Dam Project, Bridgeport, Washington in strict accordance with the incorporated SOW, drawings, and revised Wage Determination No. 1994-2565. Revised Wage Determination to be incorporated at award of option.

0003AA Administration Building

01 May 2006 through 30 April 2007

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 12 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0003AB Security Station

01 May 2006 through 30 April 2007

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 12 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0003AC Commons Building

01 May 2006 through 30 April 2007

BASIC SERVICES: Sunday/Tuesday/Thursday

_____ per month x 12 months = _____

PERIODIC SERVICES: 4/year

_____ each x 4 = _____

0003AD Orientation Area

Restroom Services May 2006 through September 2006

Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007

Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0003AE **Brandt's Landing vault toilet**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0003AF **Upstream Boat Ramp vault toilet**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0003AG **Debris Basin vault toilet**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007
Sunday/Tuesday/Thursday

_____ per month x 7 months = _____

0003AH **Foster Creek vault toilet**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday

_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007
Sunday/Thursday

_____ per month x 7 months = _____

0003AI **South Viewpoint vault toilet**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007
Sunday/Tuesday/Thursday
_____ per month x 7 months = _____

0003AJ **Lower Spillway vault toilet**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

Restroom Services October 2006 through April 2007
Sunday/Thursday
_____ per month x 7 months = _____

0003AK **Spillway Viewpoint**
Restroom Services May 2006 through September 2006
Sunday/Tuesday/Thursday/Saturday
_____ per month x 5 months = _____

TOTAL OPTION YEAR \$ _____

STATEMENT OF WORK**CHIEF JOSEPH DAM CUSTODIAL SERVICES**

1. DESCRIPTION OF SERVICES. The Contractor shall provide all management, tools, equipment and labor necessary to ensure that custodial services are performed at Chief Joseph Dam in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance.

1.1. BASIC CLEANING SERVICES. The Contractor shall accomplish all cleaning tasks to meet the requirements of this Statement of Work (SOW) and the Service Delivery Summary (SDS) (paragraph 2). The minimum cleaning frequencies are established in Appendix A – Estimated Workload Data, Appendix B – Quality Assurance Surveillance Plan, and Appendix C - Maps and/or site plans.

1.1.1. Maintain Floors. All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, and spray buffed, as needed, to ensure they have a uniform, glossy appearance and freedom from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.

1.1.2. Remove Trash. All trash containers shall be emptied and returned to their initial location. Boxes, cans, papers placed near a trash receptacle and marked “TRASH” shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

1.1.3. Empty and Clean Public Ashtrays and Cigarette Butt Receptacles. The Contractor shall empty all public ashtray urns and cigarette butt receptacles. Clean ashtrays to remove ashes, odor, and stains. Clean all public urns and replace sand.

1.1.4. Clean Interior Glass/Mirrors. Clean all interior glass, including glass in doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

1.1.5. Clean Drinking Fountains. Clean and disinfect all polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

1.1.6. Vacuum Carpets. Vacuum carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. Any spots shall be removed by carpet manufacturer’s approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Government representative. Area and throw rugs are included to receive this service.

1.1.7. Clean Carpets. Spot clean or shampoo dirty carpets over an area of 2 square feet or less. Spots must be removed immediately.

1.1.8. Vacuum and Clean Floor Mats. Vacuum and clean interior and exterior floor mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

1.1.9. General Spot Cleaning. Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, pushbars, kickplates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

1.1.10. General Dusting. All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

1.1.11 Entrance Exteriors. Building exteriors shall be swept or pressure washed to remove any accumulation of cobwebs, insects, bird nests, or dirt. Walkways shall be swept to the end of the walkway or the nearest vehicular parking or traffic area.

1.2. BASIC RESTROOMS CLEANING SERVICES. The Contractor shall accomplish all cleaning tasks to meet the requirements of this SOW and the Service Delivery Summary (SDS).

1.2.1. Clean and Disinfect. Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, saunas, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kickplates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

1.2.2. Descal Toilet Bowls and Urinals. Descaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

1.2.3. Sweep and Mop Floor. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean, uniform appearance.

1.2.4. Stock Restroom Supplies. Contractor shall ensure restrooms are stocked sufficiently so that supplies including soap for the soap dispensers do not run out. Supplies shall be stored in designated areas. No overstocking shall be allowed. If supplies run out prior to the next service date, contractor shall refill within 5 hours of notification.

1.3. PERIODIC CLEANING SERVICES.

1.3.1. Strip, Scrub, Seal, and Wax Floors. Strip, scrub, seal, and wax floors as necessary to maintain a uniform glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration.

1.3.2. Clean Interior Windows. Clean all glass surfaces. After surfaces have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills, and glass.

1.3.3. Clean Exterior Windows. Windows are the glass surfaces that are an integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced as needed. After window has been cleaned, exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, water and other foreign matter.

1.3.4. Clean/Shampoo Carpets. All carpets shall be cleaned in accordance with standard commercial practices. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards,

furniture, trash receptacles, chairs and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath, and returned to their original location.

14. EMERGENCY OR SPECIAL EVENT CLEANING SERVICES. Upon notification, the Contractor shall perform emergency or special event cleaning required in any building, area, or room covered under this contract. The Contracting Officer shall order cleaning services through issuance of a contract modification. The Contractor shall begin emergency work, as determined by the Contracting Officer, within one hour of notification, which may be verbal. The Contracting Officer or designated representative will notify the Contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event. Completion schedule shall be determined for additional work required via modification.

2. SERVICE DELIVERY SUMMARY. The Contractor service requirements are summarized into performance objectives that relate directly to mission-essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	SOW Para	Performance Threshold
<p><u>Basic Cleaning Services.</u> Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty;. Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible. Building exterior is free of accumulated debris and dirt.</p>	1.1.	Not to exceed 5 customer complaints per month.
<p><u>Basic Restrooms Cleaning Services.</u> Restrooms are disinfected and free of dirt, deposits, streaks and odors. Showers are disinfected and free of soap films, scum and other deposits. Toilets and urinals are disinfected and free of scale, stains, scum and other deposits. Floors are free of litter, dirt, dust and debris. Supplies are adequate until next service. Building exterior is free of accumulated debris and dirt.</p>	1.2.	Not to exceed 5 customer complaints per month
<p><u>Periodic Cleaning Services.</u> Floors have a glossy uniform appearance free of scuffmarks, heel marks, wax build-up, and other stains and discoloration. Windows are free of film, dirt, smudges, water, and other foreign matter. Carpets are free of stains and discoloration.</p>	1.3.	Not to exceed 5 customer complaints for the reporting period.
<p><u>Emergency or Special Event Cleaning Services.</u> Additional services meet the requirements of paragraphs 1.1 and/or 1.2 as appropriate.</p>	1.4.	Additional services will not be considered complete until all deficiencies are resolved.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.

- a. Water and electric power necessary to the performance of the work required.
- b. Limited storage space adjacent to most flush restrooms is available for storage of supplies.
- c. Disposal dumpster for all collected garbage. The dumpster will be located on the Project, but not necessarily adjacent to immediate work sites.
- d. Storage locations for white paper recycling and aluminum cans. These sites will be located on the Project, but not necessarily adjacent to immediate work sites.
- e. Reusable boxes or containers used to collect white paper.
- f. Keys needed to access service areas. See 4.5 Security and Identification Requirements for additional information on keys.

4. GENERAL INFORMATION.

4.1. QUALITY CONTROL. The Contractor shall develop and maintain a quality program to ensure custodial services are performed in accordance with commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop quality control procedures addressing the areas identified in paragraph 2, Service Delivery Summary.

4.2. QUALITY ASSURANCE. The Government will periodically evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan.

4.3. GOVERNMENT REMEDIES. The Contracting Officer shall follow FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 1997), for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

4.4. HOURS OF OPERATION.

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

4.4.2 Janitorial services at the Security Station will be performed between 5:30 p.m. and 6:30 a.m.

4.5. SECURITY AND IDENTIFICATION REQUIREMENTS.

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

4.5.2 The Contractor shall provide and maintain an up-to-date list of all employees who are working under this contract. New employees must submit a completed SF-86. All workers on this contract will be required to obtain an official contractor identification card within 30 days of the beginning of the contract or, for subsequent hires, within 30 days of their employment on the contract.

4.5.3 Each employee shall maintain a clean, neat, and well-groomed appearance. All workers must wear a uniform consisting of long trousers, safety shoes, and a shirt with a nametag that includes company identification and the employee's complete name. Shirts may be short or long-sleeved.

4.5.4 The Contractor shall establish and implement adequate methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued may be duplicated. If keys are lost or duplicated by the Contractor, the direct cost of replacing or recoding will be borne by the Contractor. The Contractor shall report the occurrence of a lost key immediately to the quality assurance person. Each lost or destroyed key will result in a minimum deduction of \$125.00 per key.

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

5 PARTNERING AGREEMENT

The Contracting Officer may require a partnering agreement between the Government and the Contractor to ensure joint cooperation and a sound partnership of all parties involved in the execution of this contract. Partnering is the creation of a government-contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principle to share the risks involved in completing the project and to establish and promote a nurturing partnership environment. Representatives from each organization are encouraged to participate in developing the partnering agreement. Suggested representation is the Contracting Officer's Representative, the Government's Quality Assurance Person, the Contractor's Manager and the Contractor's Quality Control Person. All costs for the partnership agreement should be shared equally between the government and contractor. This group is responsible for developing a formal partnering agreement that should be signed by all parties involved. The agreement should contain as a minimum: specific goals to be reached and a list of objectives to reach the goals, a set of metrics to evaluate the objectives, a frequency for meetings to review the metrics, and a statement of cooperation to execute the terms of the agreement. Determination of the necessity of this agreement is to be made by the Contracting Officer at any time during the life of the Contract.

6. PROTECTION OF RESOURCES

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

6.2 All waste products, including but not limited to soapy water, wax strippers, cleaning products, etc. shall be disposed of in accordance with all Federal and State laws. At no time will waste products be left unattended in government provided storage areas.

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

7. SAFETY

7.1 The Contractor shall comply with applicable OSHA and WISHA standards as well as the Corps of Engineers Safety Requirement Manual, EM 385-1-1. This publication is available at the following address:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

The OSHA standards are subject to change and such changes may affect the Contractor's performance during the contract period. It is the Contractor's responsibility to be knowledgeable of and to comply with such changes.

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

8. PAYMENT FOR SERVICES RENDERED

8.1 An invoice, defined as a written request for payment under the contract for services rendered, shall be submitted to the COR and shall include the following:

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

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

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

9. APPENDICES.

A. Estimated Workload Data

B. Quality Assurance Surveillance Plan

C. Maps and/or Site Plans (located at the end of this RFQ)

APPENDIX A

ESTIMATED WORKLOAD DATA

General Administrative Areas CATEGORY I - Minimum Frequency Standards - BASIC SERVICES							
(These frequencies are minimums --the Contractor may perform more frequently, at no additional cost to government, if required to maintain level of service.)							
AREA	TYPE	Su	T	W	TH	F	PERIODIC SERVICES
2750 sq ft	Administration Building	x	x		x		4 / year
High Use Areas CATEGORY II - Minimum Frequency Standards BASIC SERVICES							
(These frequencies are minimums --the Contractor may perform more frequently, at no additional cost to government, if required to maintain level of service.)							
AREA	TYPE	Su	T	W	TH	F	PERIODIC SERVICES
295 sq ft	Security Station	X	X		X		4 / year
5200 sq ft	Commons Building	X	X		X		4 / year

High Use Areas CATEGORY II - Minimum Frequency Standards RESTROOM SERVICES – October through April							
(These frequencies are minimums --the Contractor may perform more frequently, at no additional cost to government, if required to maintain level of service.)							
AREA	TYPE	Su	T	W	TH	Sa	PERIODIC SERVICES
300 SQ. FEET	Orientation Area	x	x		x		
61 SQUARE FEET	Brandt's Landing vault toilet	x	x		x		
61 SQUARE FEET	Upstream Boat Ramp VT	x	x		x		
61 SQUARE FEET	Debris Basin VT	x	x		x		
61 SQUARE FEET	Foster Creek VT	x			x		
61 SQUARE FEET	South Viewpoint VT	x	x		x		
61 SQUARE FEET	Lower Spillway VT	x			x		

High Use Areas CATEGORY II - Minimum Frequency Standards RESTROOM SERVICES – May through September (These frequencies are minimums --the Contractor may perform more frequently, at no additional cost to government, if required to maintain level of service.)							
AREA	TYPE	Su	T	W	TH	Sa	PERIODIC SERVICES
300 SQ. FEET	Orientation Area	x	x		x	x	
210 SQ. FEET	Spillway Viewpoint	x	x		x	x	
61 SQUARE FEET	Brandt's Landing vault toilet	x	x		x	x	
61 SQUARE FEET	Upstream Boat Ramp VT	x	x		x	x	
61 SQUARE FEET	Debris Basin VT	x	x		x	x	
61 SQUARE FEET	Foster Creek VT	x	x		x	x	
61 SQUARE FEET	South Viewpoint VT	x	x		x	x	
61 SQUARE FEET	Lower Spillway VT	x	x		x	x	

APPENDIX B**QUALITY ASSURANCE SURVEILLANCE PLAN FOR CUSTODIAL SERVICES****1. INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this SOW. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Service Delivery Summary (SDS) in paragraph 2 of the SOW..

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise the government desires to maintain a quality standard in operating, maintaining, and repairing facilities and that a service contract to provide the service is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a “self-correcting” contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

2. QUALITY ASSURANCE SURVEILLANCE PLAN FOR CUSTODIAL SERVICES

Performance Objective	SOW Para	Performance Threshold
<p><u>Basic Cleaning Services.</u> Floors, baseboards, corners and wall edges are free of dirt, dust and debris. Trash is empty;. Plastic liners are in good condition. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other deposits. Stairways are free of dirt, debris, marks, smudges, scuffs and other foreign matter. Carpets are free of dirt, debris, litter and other foreign matter. Dust is not visible.</p>	1.1.	95% of all facilities are without customer complaints for the month.
<p><u>Basic Restrooms/Locker Rooms Cleaning Services.</u> Restrooms and locker rooms are disinfected and free of dirt, deposits, streaks and odors. Showers are disinfected and free of soap films, scum and other deposits. Toilets and urinals are disinfected and free of scale, stains, scum and other deposits. Floors are free of litter, dirt, dust and debris. Supplies are adequate until next service.</p>	1.2.	95% of all facilities with rest rooms/locker rooms are without customer complaints for the month.
<p><u>Periodic Cleaning Services.</u> Floors have a glossy uniform appearance free of scuffmarks, heel marks, wax build-up, and other stains and discoloration. Windows are free of film, dirt, smudges, water, and other foreign matter. Carpets are free of stains and discoloration.</p>	1.3.	95% of all facilities receiving periodic services are without customer complaints for the reporting period.

2.1. SURVEILLANCE: The Government Quality Assurance (QA) person will monitor the cleanliness of the work site and will bring complaints of inadequate performance directly to the Contractor's Quality Control Inspector (QCI) for correction.

2.2. CUSTODIAL/JANITORIAL SIGN-OFF SHEETS

Documentation of performance by the Contractor is necessary. The Contractor signs and dates custodial/janitorial sign-off sheets, assuring completion of services. Sheet locations are to be in janitorial closets, non-public areas, or attached to walls in vault toilets (may be in locked boxes). The Contractor shall provide all necessary documentation by duplicating a Government-provided sample. Each original Sign-off sheets or a copy of the original sign-off sheet will remain on file as a record of performance. The QA may assume that missing or untimely documentation by the Contractor is an indicator of non-performance.

2.3. STANDARD: 95% of all facilities are without customer complaints for the month or service period. For example, if there are 100 facilities receiving service during the month, the QA should receive no more than 5 customer complaints during the service period. For the purpose of these 3 services, a facility may never have more than one customer complaint. The QA shall notify the contracting officer for appropriate action in accordance with FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 1997) or the appropriate Inspection of Services clause, if any of the above service areas exceed five customer complaints.

2.4. **PROCEDURES:** Upon observation of unacceptable worksite cleanliness, the QA will communicate verbally with the Contractor’s Quality Control Inspector (QCI) to resolve the problem as quickly as possible. The QCI will be given a reasonable amount of time after verbal notification to correct the unacceptable performance. If, after site investigation, the QCI challenges the validity of the the complaint, the QCI will notify the QA. The QA will then notify the COR, who may conduct an investigation to determine the validity of the complaint. If the COR determines the complaint to be valid, the Contractor will be notified verbally and given additional time to correct the defect. All COR-investigated complaints shall be documented, regardless of the finding of validity. If warranted, the Contractor shall receive letters from the COR concerning deficiencies and the Contractor’s need to resolve problems. A copy of all correspondence shall remain on file for monitoring performance. Repetitive non-performance is intolerable. If repeat deficiencies are recorded during the service period (month, quarter, etc.), the COR shall contact the Contracting Officer for appropriate action.

3. **QUALITY ASSURANCE SURVEILLANCE PLAN FOR EMERGENCY OR SPECIAL EVENT CUSTODIAL SERVICES**

Performance Objective	SOW Para	Performance Threshold
Emergency or Special Event Cleaning Services. Services meet the requirements of paragraphs 1.1 and/or 1.2 as appropriate.	1.4.	100% of the time.

3.1. **SURVEILLANCE:** The government QA will evaluate the required services in order to ensure compliance.

3.2. **STANDARD:** The contractor shall perform all work required by the contract in a satisfactory manner in accordance with the appropriate SOW paragraph. The QA shall not consider the work complete until all deficiencies have been corrected.

3.3. **PROCEDURES:** The government QA will inspect all work tasks required by the contract to ensure contractor compliance with the appropriate paragraphs 1.1, 1.2, and/or 1.3 of the Statement of Work (SOW) each time the service(s) is performed. The same procedures as those in paragraph 2.3 apply.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

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

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

In descending order of importance, the evaluation factors are Technical and past performance and price.

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

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

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

(End of clause)

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

Over 1,000 Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

FTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- XX ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- XX ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX ___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

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

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

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

XX ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration.

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

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

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

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

(End of clause)

WAGE DECISION

Wage Determination: 1994-2565, 19REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W.Gross DirectorDivision of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.:1994-2565
Revision No.:19
Date of Last Revision:07/18/2003

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I 9.68

01012 - Accounting Clerk II 10.88

01013 - Accounting Clerk III 12.75

01014 - Accounting Clerk IV 14.63

01030 - Court Reporter 13.16

01050 - Dispatcher, Motor Vehicle 12.39

01060 - Document Preparation Clerk 11.74

01070 - Messenger (Courier) 8.69

01090 - Duplicating Machine Operator 11.74

01110 - Film/Tape Librarian 11.21

01115 - General Clerk I 7.11

01116 - General Clerk II 8.01

01117 - General Clerk III 10.87

01118 - General Clerk IV 12.21

01120 - Housing Referral Assistant 16.04

01131 - Key Entry Operator I 10.15

01132 - Key Entry Operator II 13.15

01191 - Order Clerk I 9.87

01192 - Order Clerk II 11.59

01261 - Personnel Assistant (Employment) I 10.79

01262 - Personnel Assistant (Employment) II 12.13

01263 - Personnel Assistant (Employment) III 13.51

01264 - Personnel Assistant (Employment) IV 15.65

01270 - Production Control Clerk 16.26

01290 - Rental Clerk 9.33

01300 - Scheduler, Maintenance 12.43

01311 - Secretary I 12.43

01312 - Secretary II 13.87

01313 - Secretary III 16.04

01314 - Secretary IV 19.76

01315 - Secretary V 21.25

01320 - Service Order Dispatcher 15.31

01341 - Stenographer I 11.06

01342 - Stenographer II 12.43

01400 - Supply Technician 17.17

01420 - Survey Worker (Interviewer) 10.40

01460 - Switchboard Operator-Receptionist 9.57

01510 - Test Examiner 13.87

01520 - Test Proctor 13.87

01531 - Travel Clerk I 10.58

01532 - Travel Clerk II 11.12

01533 - Travel Clerk III 11.90
01611 - Word Processor I 10.95
01612 - Word Processor II 12.29
01613 - Word Processor III 13.72

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian 11.29
03041 - Computer Operator I 12.06
03042 - Computer Operator II 14.48
03043 - Computer Operator III 17.47
03044 - Computer Operator IV 19.39
03045 - Computer Operator V 21.49
03071 - Computer Programmer I (1)16.23
03072 - Computer Programmer II (1)20.20
03073 - Computer Programmer III (1)24.05
03074 - Computer Programmer IV (1)27.62
03101 - Computer Systems Analyst I (1)23.30
03102 - Computer Systems Analyst II (1)27.00
03103 - Computer Systems Analyst III (1)27.62
03160 - Peripheral Equipment Operator 13.16

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass 18.85
05010 - Automotive Glass Installer 15.16
05040 - Automotive Worker 15.16
05070 - Electrician, Automotive 16.48
05100 - Mobile Equipment Servicer 14.33
05130 - Motor Equipment Metal Mechanic 16.48
05160 - Motor Equipment Metal Worker 15.16
05190 - Motor Vehicle Mechanic 16.57
05220 - Motor Vehicle Mechanic Helper 13.02
05250 - Motor Vehicle Upholstery Worker 14.33
05280 - Motor Vehicle Wrecker 15.16
05310 - Painter, Automotive 15.81
05340 - Radiator Repair Specialist 15.16
05370 - Tire Repairer 13.21
05400 - Transmission Repair Specialist 16.48

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker 8.10
07010 - Baker 10.22
07041 - Cook I 8.84
07042 - Cook II 10.16
07070 - Dishwasher 8.04
07130 - Meat Cutter 12.93
07250 - Waiter/Waitress 8.18

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter 15.81
09040 - Furniture Handler 12.67
09070 - Furniture Refinisher 15.81
09100 - Furniture Refinisher Helper 13.02
09110 - Furniture Repairer, Minor 14.33

09130 - Upholsterer 15.81

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles 8.41

11060 - Elevator Operator 8.98

11090 - Gardener 10.33

11121 - House Keeping Aid I 8.02

11122 - House Keeping Aid II 8.55

11150 - Janitor 9.77

11210 - Laborer, Grounds Maintenance 10.01

11240 - Maid or Houseman 8.02

11270 - Pest Controller 9.96

11300 - Refuse Collector 8.50

11330 - Tractor Operator 10.78

11360 - Window Cleaner 10.24

12000 - Health Occupations

12020 - Dental Assistant 15.91

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver

15.63

12071 - Licensed Practical Nurse I 12.67

12072 - Licensed Practical Nurse II 14.22

12073 - Licensed Practical Nurse III 15.91

12100 - Medical Assistant 11.56

12130 - Medical Laboratory Technician 12.93

12160 - Medical Record Clerk 9.77

12190 - Medical Record Technician 13.54

12221 - Nursing Assistant I 7.81

12222 - Nursing Assistant II 8.77

12223 - Nursing Assistant III 9.58

12224 - Nursing Assistant IV 10.74

12250 - Pharmacy Technician 12.68

12280 - Phlebotomist 12.93

12311 - Registered Nurse I 15.16

12312 - Registered Nurse II 18.54

12313 - Registered Nurse II, Specialist 18.54

12314 - Registered Nurse III 22.44

12315 - Registered Nurse III, Anesthetist 22.44

12316 - Registered Nurse IV 26.88

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian 16.43

13011 - Exhibits Specialist I 14.75

13012 - Exhibits Specialist II 18.28

13013 - Exhibits Specialist III 22.29

13041 - Illustrator I 14.75

13042 - Illustrator II 18.28

13043 - Illustrator III 22.29

13047 - Librarian 21.59

13050 - Library Technician 12.50

13071 - Photographer I 12.32

13072 - Photographer II 13.79

13073 - Photographer III 16.28

13074 - Photographer IV 19.85
13075 - Photographer V 24.10

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler 7.83
15030 - Counter Attendant 7.83
15040 - Dry Cleaner 9.19
15070 - Finisher, Flatwork, Machine 7.83
15090 - Presser, Hand 7.83
15100 - Presser, Machine, Drycleaning 7.83
15130 - Presser, Machine, Shirts 7.83
15160 - Presser, Machine, Wearing Apparel, Laundry 7.83
15190 - Sewing Machine Operator 9.82
15220 - Tailor 10.61
15250 - Washer, Machine 8.37

19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom) 15.81
19040 - Tool and Die Maker 18.62

21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator 15.72
21020 - Material Coordinator 16.67
21030 - Material Expediter 16.26
21040 - Material Handling Laborer 11.50
21050 - Order Filler 12.83
21071 - Forklift Operator 14.49
21080 - Production Line Worker (Food Processing) 13.83
21100 - Shipping/Receiving Clerk 11.86
21130 - Shipping Packer 13.04
21140 - Store Worker I 10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II) 12.97
21210 - Tools and Parts Attendant 14.77
21400 - Warehouse Specialist 14.77

23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic 19.35
23040 - Aircraft Mechanic Helper 15.08
23050 - Aircraft Quality Control Inspector 20.13
23060 - Aircraft Servicer 16.83
23070 - Aircraft Worker 17.80
23100 - Appliance Mechanic 15.81
23120 - Bicycle Repairer 13.21
23125 - Cable Splicer 18.95
23130 - Carpenter, Maintenance 17.77
23140 - Carpet Layer 17.43
23160 - Electrician, Maintenance 19.91
23181 - Electronics Technician, Maintenance I 17.12
23182 - Electronics Technician, Maintenance II 18.68
23183 - Electronics Technician, Maintenance III 19.53
23260 - Fabric Worker 16.48
23290 - Fire Alarm System Mechanic 19.17
23310 - Fire Extinguisher Repairer 15.73

23340 - Fuel Distribution System Mechanic 18.13
23370 - General Maintenance Worker 15.16
23400 - Heating, Refrigeration and Air Conditioning Mechanic 16.48
23430 - Heavy Equipment Mechanic 19.98
23440 - Heavy Equipment Operator 19.81
23460 - Instrument Mechanic 18.95
23470 - Laborer 9.88
23500 - Locksmith 18.18
23530 - Machinery Maintenance Mechanic 18.33
23550 - Machinist, Maintenance 16.48
23580 - Maintenance Trades Helper 13.02
23640 - Millwright 16.48
23700 - Office Appliance Repairer 18.53
23740 - Painter, Aircraft 15.81
23760 - Painter, Maintenance 15.81
23790 - Pipefitter, Maintenance 22.33
23800 - Plumber, Maintenance 20.38
23820 - Pneudraulic Systems Mechanic 19.17
23850 - Rigger 18.95
23870 - Scale Mechanic 17.62
23890 - Sheet-Metal Worker, Maintenance 16.48
23910 - Small Engine Mechanic 15.16
23930 - Telecommunication Mechanic I 16.48
23931 - Telecommunication Mechanic II 17.14
23950 - Telephone Lineman 18.95
23960 - Welder, Combination, Maintenance 16.48
23965 - Well Driller 16.48
23970 - Woodcraft Worker 18.95
23980 - Woodworker 15.73

24000 - Personal Needs Occupations
24570 - Child Care Attendant 9.01
24580 - Child Care Center Clerk 12.18
24600 - Chore Aid 8.39
24630 - Homemaker 15.72

25000 - Plant and System Operation Occupations
25010 - Boiler Tender 18.52
25040 - Sewage Plant Operator 19.89
25070 - Stationary Engineer 18.52
25190 - Ventilation Equipment Tender 14.77
25210 - Water Treatment Plant Operator 19.89

27000 - Protective Service Occupations
(not set) - Police Officer 24.05
27004 - Alarm Monitor 12.56
27006 - Corrections Officer 20.64
27010 - Court Security Officer 21.56
27040 - Detention Officer 20.64
27070 - Firefighter 19.07
27101 - Guard I 10.04
27102 - Guard II 14.44

28000 - Stevedoring/Longshoremen Occupations

- 28010 - Blocker and Bracer 16.10
- 28020 - Hatch Tender 16.10
- 28030 - Line Handler 16.10
- 28040 - Stevedore I 14.69
- 28050 - Stevedore II 16.71

29000 - Technical Occupations

- 21150 - Graphic Artist 20.78
- 29010 - Air Traffic Control Specialist, Center (2)29.36
- 29011 - Air Traffic Control Specialist, Station (2)20.24
- 29012 - Air Traffic Control Specialist, Terminal (2)22.29
- 29023 - Archeological Technician I 14.44
- 29024 - Archeological Technician II 16.19
- 29025 - Archeological Technician III 20.01
- 29030 - Cartographic Technician 20.01
- 29035 - Computer Based Training (CBT) Specialist/ Instructor 23.30
- 29040 - Civil Engineering Technician 19.42
- 29061 - Drafter I 12.89
- 29062 - Drafter II 14.37
- 29063 - Drafter III 16.15
- 29064 - Drafter IV 20.01
- 29081 - Engineering Technician I 12.15
- 29082 - Engineering Technician II 13.56
- 29083 - Engineering Technician III 15.23
- 29084 - Engineering Technician IV 18.89
- 29085 - Engineering Technician V 23.03
- 29086 - Engineering Technician VI 27.95
- 29090 - Environmental Technician 17.73
- 29100 - Flight Simulator/Instructor (Pilot) 27.00
- 29160 - Instructor 19.30
- 29210 - Laboratory Technician 16.70
- 29240 - Mathematical Technician 17.23
- 29361 - Paralegal/Legal Assistant I 13.38
- 29362 - Paralegal/Legal Assistant II 17.34
- 29363 - Paralegal/Legal Assistant III 21.15
- 29364 - Paralegal/Legal Assistant IV 25.66
- 29390 - Photooptics Technician 16.81
- 29480 - Technical Writer 19.80
- 29491 - Unexploded Ordnance (UXO) Technician I 18.66
- 29492 - Unexploded Ordnance (UXO) Technician II 22.57
- 29493 - Unexploded Ordnance (UXO) Technician III 27.05
- 29494 - Unexploded (UXO) Safety Escort 18.66
- 29495 - Unexploded (UXO) Sweep Personnel 18.66
- 29620 - Weather Observer, Senior (3)18.75
- 29621 - Weather Observer, Combined Upper Air and Surface Programs (3)16.88
- 29622 - Weather Observer, Upper Air (3)16.88

31000 - Transportation/ Mobile Equipment Operation Occupations

- 31030 - Bus Driver 16.43
- 31260 - Parking and Lot Attendant 8.17
- 31290 - Shuttle Bus Driver 10.89
- 31300 - Taxi Driver 10.29

31361 - Truckdriver, Light Truck 10.64
 31362 - Truckdriver, Medium Truck 16.92
 31363 - Truckdriver, Heavy Truck 16.95
 31364 - Truckdriver, Tractor-Trailer 16.95

 99000 - Miscellaneous Occupations
 99020 - Animal Caretaker 8.35
 99030 - Cashier 9.00
 99041 - Carnival Equipment Operator 9.68
 99042 - Carnival Equipment Repairer 10.19
 99043 - Carnival Worker 8.07
 99050 - Desk Clerk 9.01
 99095 - Embalmer 18.66
 99300 - Lifeguard 9.80
 99310 - Mortician 18.66
 99350 - Park Attendant (Aide) 12.31
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) 10.56
 99500 - Recreation Specialist 12.48
 99510 - Recycling Worker 9.78
 99610 - Sales Clerk 11.19
 99620 - School Crossing Guard (Crosswalk Attendant) 9.88
 99630 - Sport Official 9.80
 99658 - Survey Party Chief (Chief of Party) 16.09
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) 12.31
 99660 - Surveying Aide 8.99
 99690 - Swimming Pool Operator 9.38
 99720 - Vending Machine Attendant 9.78
 99730 - Vending Machine Repairer 11.24
 99740 - Vending Machine Repairer Helper 9.78

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 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).

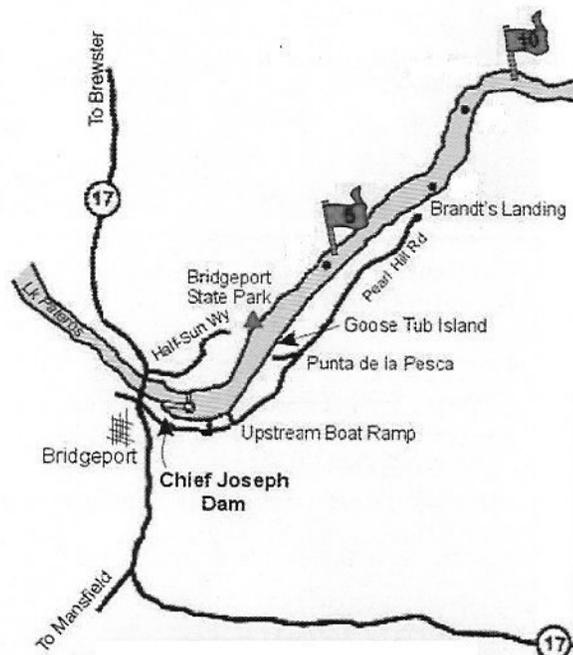
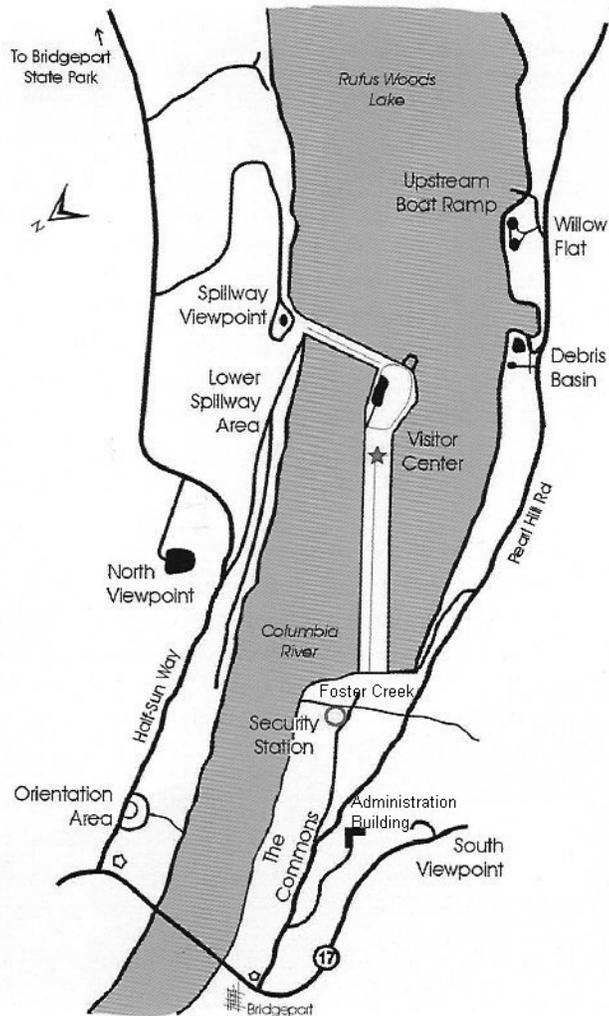
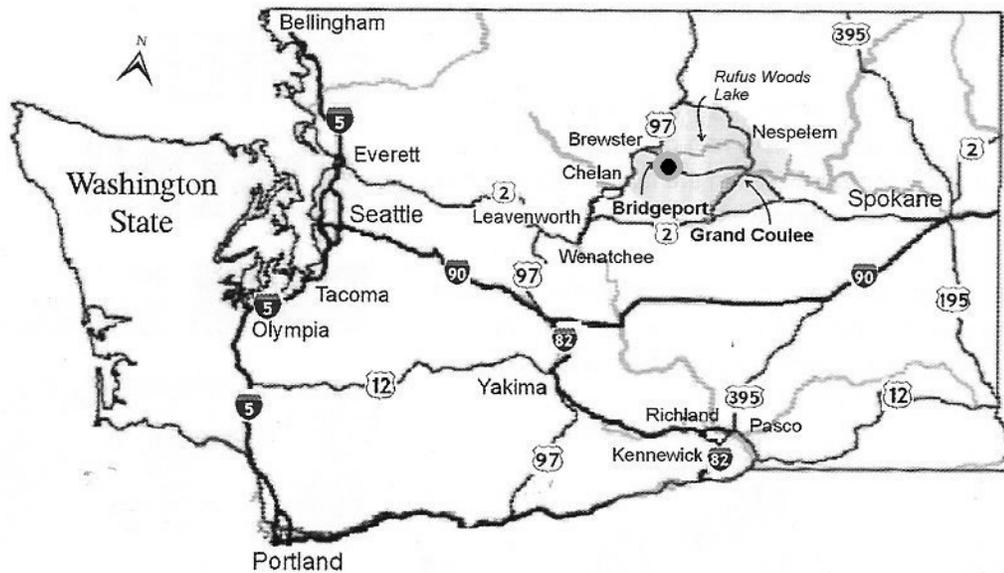
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

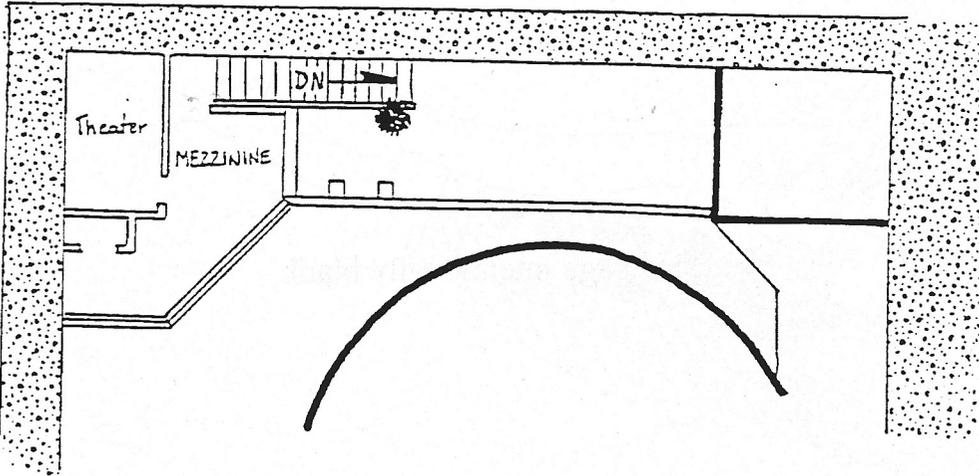
Information required by the Regulations must be submitted on SF 1444 or bond paper.

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.

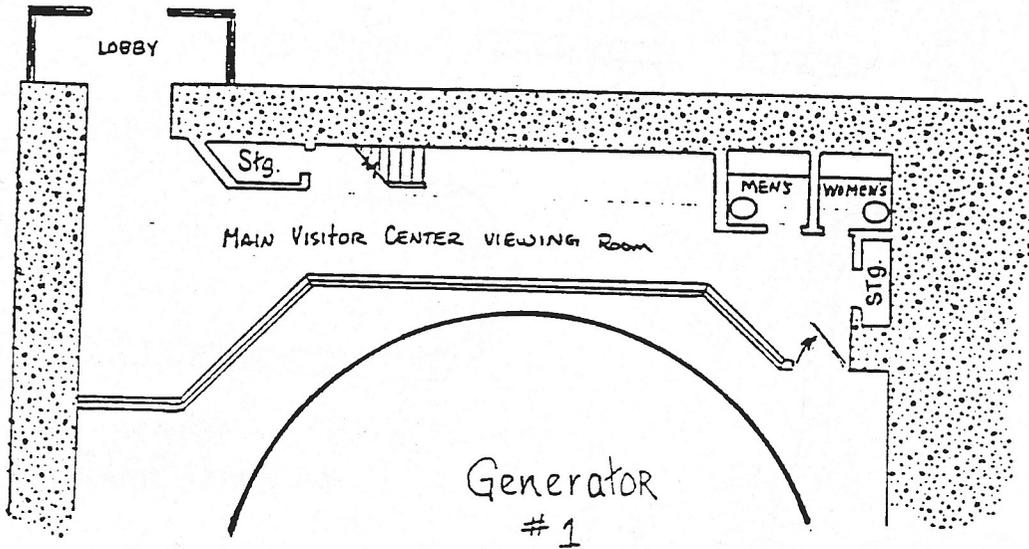


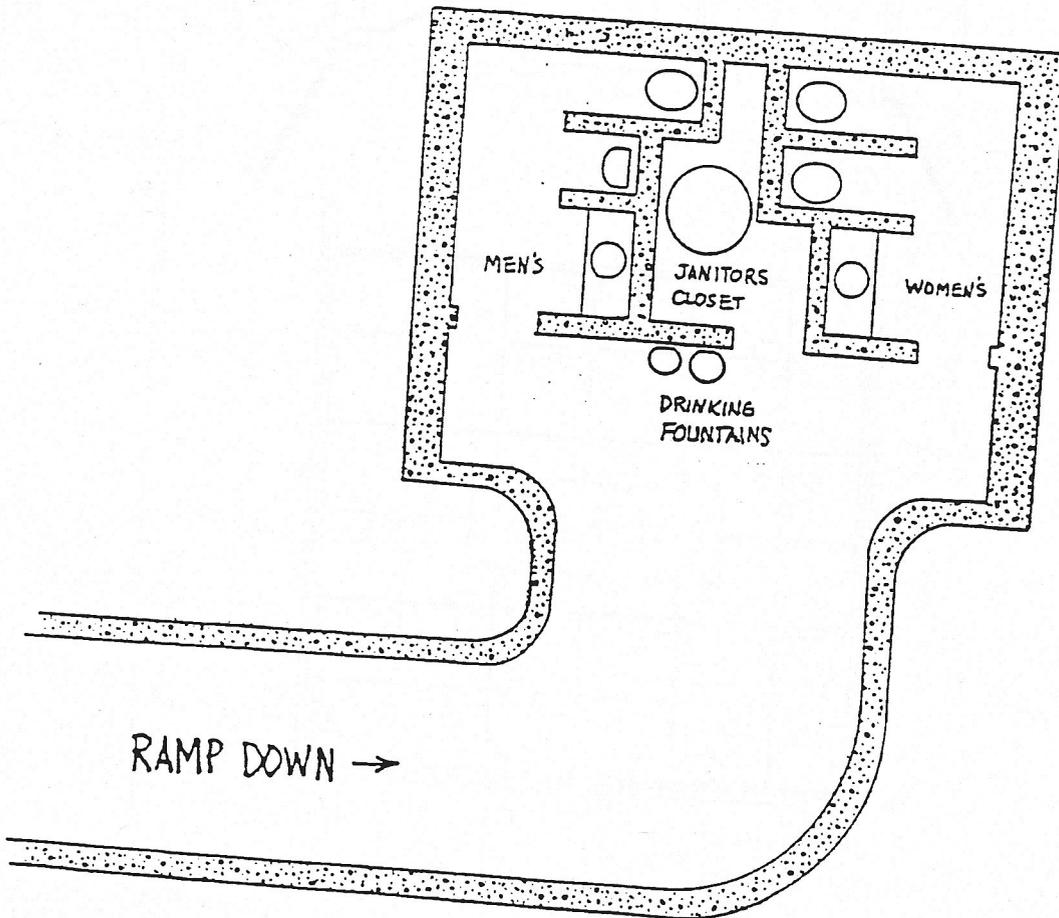
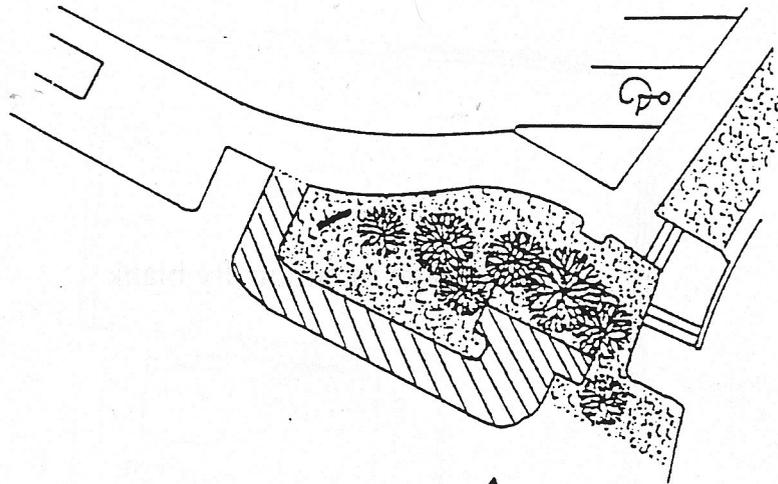
Drawing #1

Project Overview and Road System



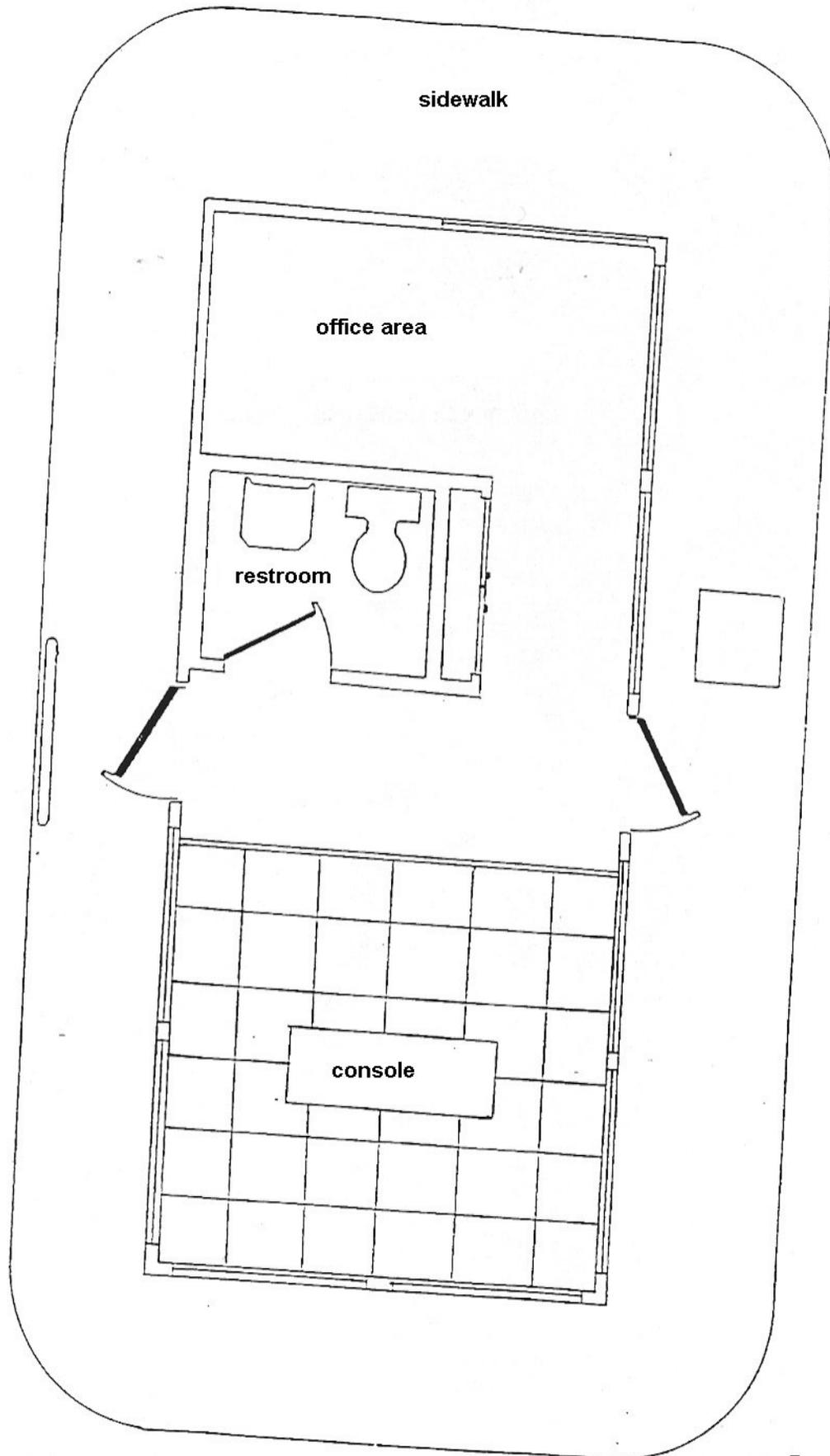
Drawing #2
Visitor Center





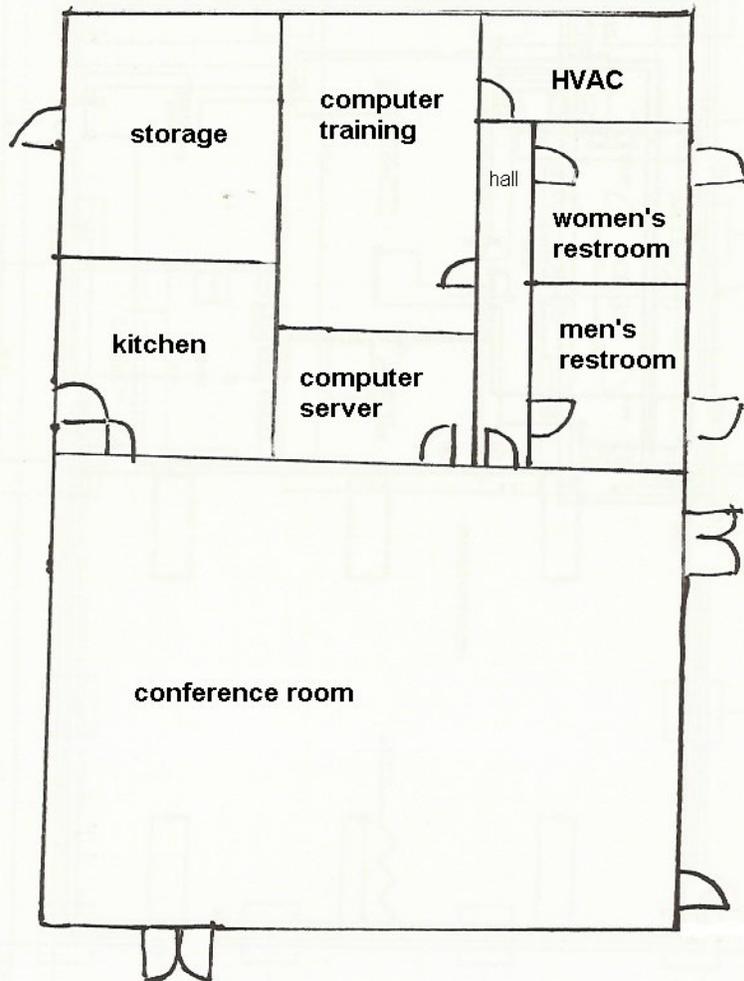
Drawing #3

Spillway Viewpoint



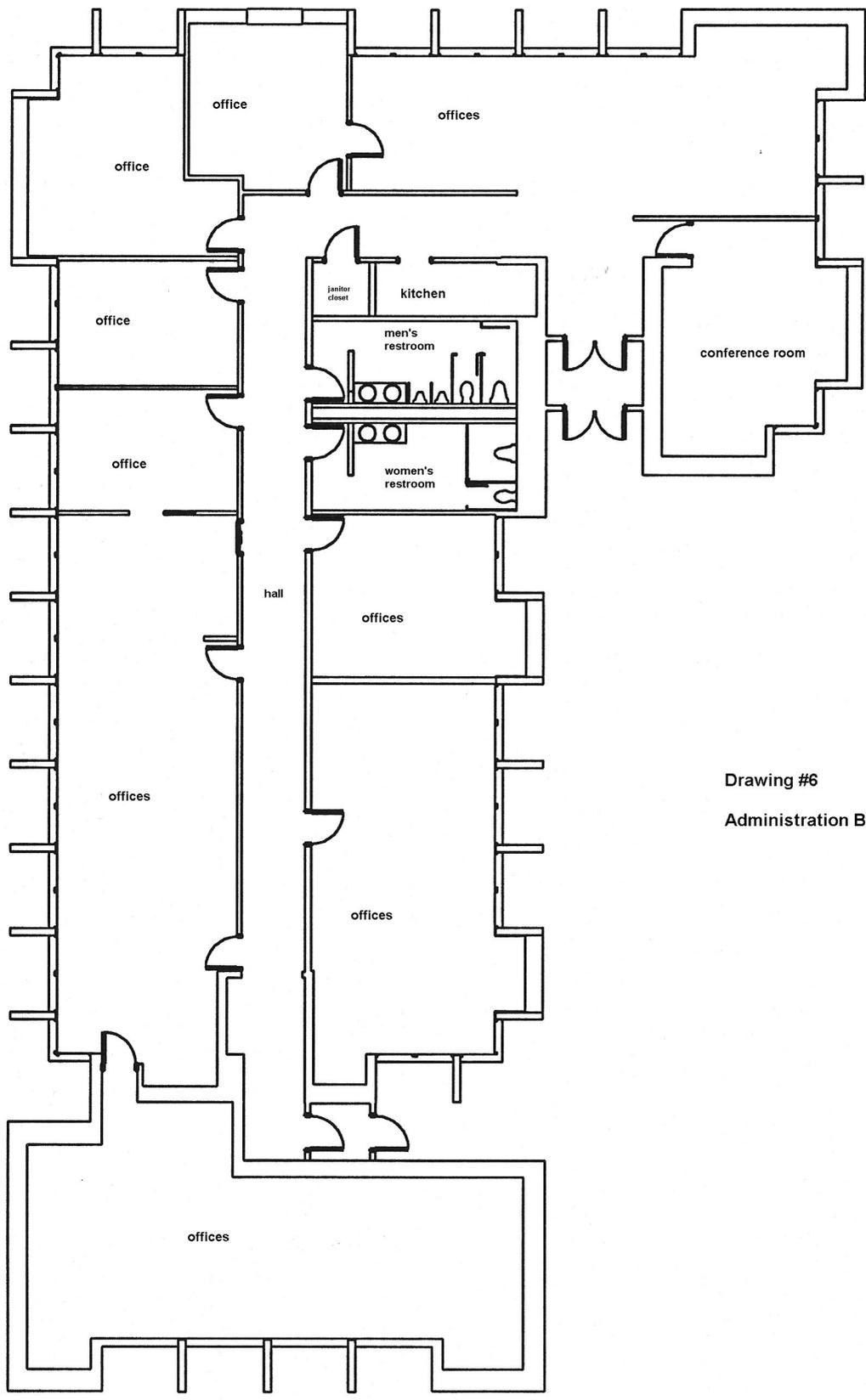
Drawing #4

Security Station



Drawing #5

Commons Building



Drawing #6
Administration Building

Drawing #7

Orientation Restroom

