



RFQ No. DACW67-02-Q-0073

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

Project: GARBAGE COLLECTION AND DISPOSAL

**Location: LAKE WASHINGTON SHIP CANAL
SEATTLE, WASHINGTON**

**SERVICES SOLICITATION
AND SPECIFICATIONS**

Closing Date: 29 MAY 2002
Closing Time: 1:00 PM LOCAL TIME

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-2129-8081		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-02-Q-0073	
7. FOR SOLICITATION INFORMATION CALL		a. NAME SUSAN F NEWBY				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6780	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755 TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4212 SIZE STANDARD: \$10.5 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO LAKE WASHINGTON SHIP CANAL 3015 NORTHWEST 54TH ST. SEATTLE WA 98107-4299		CODE G3R0W00		16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TEL.		18 a. PAYMENT WILL BE MADE BY CODE		17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. 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 checked="" type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input type="checkbox"/> 27 b. 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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					
29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30 a. SIGNATURE OF OFFEROR/CONTRACTOR					
31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
31 c. DATE SIGNED		32 a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
35. AMOUNT VERIFIED CORRECT FOR		32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER		41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
40. PAID BY		41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41 c. DATE		42a. RECEIVED BY (Print)	
42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

NAICS Coding versus SIC Coding

The computer program used to generate this document does not allow completion of Block 10, Standard Form (SF) 1449, with a NAICS code. The SIC Code, 4212, under Block 10, shall be read as if completed with the NAICS code 562111. The size standard is \$10.5 Million.

****NOTE****

**QUOTES ARE DUE INTO THIS OFFICE
 NO LATER THAN
 MAY 29, 2002
 AT
 1:00PM LOCAL TIME**

INFORMATION FOR WRITTEN QUOTES:

Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.

Whenever the words "offer", "proposal", "offerors", or similar terms are used in this solicitation, they shall be read to mean "quote", "quotation", "quoter", or similar corresponding term to reflect that this solicitation is a Request for Quotations (RFQ), not a Request for Proposals (RFP).

Since this solicitation is a RFQ instead of an RFP, paragraphs (g) and (h) of FAR 52.212-1 are deleted.

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

THIS RULE 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. NO CONTRACT AWARD WILL BE MADE TO AN UNREGISTERED CONTRACTOR. INTERNET ACCESS ALLOWS YOU TO REGISTER BY COMPLETING AN ELECTRONIC ON-LINE REGISTRATION APPLICATION FROM CCR HOMEPAGE AT <http://www.ccr.gov/>. FOR FURTHER ASSISTANCE IN COMPLETING YOUR ON-LINE REGISTRATION, CONTACT THE NEAREST PROCUREMENT TECHNICAL ASSISTANCE CENTER (PTAC) NEAR YOU. A LIST OF THE NEAREST PTAC IS LOCATED AT: <http://www.rcacvv.com/ptac.htm>.

CONTRACTOR MUST PROVIDE DUN AND BRADSTREET NUMBER: _____
 If contractor does not have DUNS number, contractor may register in CCR to retrieve a number (see internet address above, or you may call 888-333-0505).

PERIOD OF PERFORMANCE: GARBAGE DISPOSAL SERVICES SHALL COMMENCE DURING THE FOLLOWING PERIODS:

BASE PERIOD: 1 JUNE 2002 – 30 SEPTEMBER 2002
 FIRST (1ST) OPTION PERIOD: 1 OCTOBER 2002 – 30 SEPTEMBER 2004
 SECOND (2ND) OPTION PERIOD: 1 OCTOBER 2004 – 30 SEPTEMBER 2005

NOTE: Responses via Non-Facnet and Facnet will be accepted through the Seattle District office. This Request for Quotations (RFQ) is considered for Small Business Set-Aside Only; Large Business will not be considered. EDI contractor MUST request for the specifications and wage determination. Failure to do so will result in rejection of offers. Upon requesting a copy of the RFQ, the point of contact is:

SUSAN NEWBY, Contract Specialist
 CONTRACTING WEB ADDRESS: <http://www.nws.usace.army.mil/index.cfm>
 (Click on Contract and Bid Information)
 E-MAIL ADDRESS: Susan.F.Newby@nws02.usace.army.mil
 TELEPHONE: (206) 764-6780 FACSIMILE: (206) 764-6817

Offerors must quote on all line items. Only one Offerer will be awarded this contract. Representations and Certifications contained herein must be completed by quoters and returned with offers. AWARD WILL BE BASED ON THE RESPONSIVE, RESPONSIBLE, LOW OFFEROR.

Any amendments that will follow, will be accepted until the time and date of closing. Amendments must be acknowledged by signing the front page of the Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract.

SITE VISIT: RECOMMEND THAT ALL POTENTIAL OFFERORS VISIT THE SITE PRIOR TO SUBMITTING THEIR OFFER.

POINT OF CONTACT: Lewis Witham
 Ph: (206) 789-2622, ext. 203

 Drew Butterfield
 Ph: (206) 789-2622, ext. 210

 SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REFUSE COLLECTION AND RECYCLING SERVICES FOR LWSC FFP - Provide all personnel, equipment, tools, materials, vehicles, supervision and other items and services necessary to perform refuse and recycling services at Lake Washington Ship Canal, in accordance with the Statement of Work. Base period: 1 June 2002 through 30 September 2002 PURCHASE REQUEST NUMBER W68MD9-2129-8081	4.00	Months		
				NET AMT	
0002	RECYCLABLE MATERIALS PROCESSING FFP - Provide all recycling bins, to include, transportation and delivery of recyclable material from the facility to an off-project recycling center, in accordance with the Statement of Work. Base Period: 1 June through 30 September 2002. PURCHASE REQUEST NUMBER W68MD9-2129-8081	4.00	Months		
				NET AMT	
0003	SOLID WASTE DISPOSAL FFP - Provide services to collect, transport and dispose of all solid waste at a licensed off-project disposal site, in accordance with the Statement of Work. Base Period: 1 June through 30 September 2002. PURCHASE REQUEST NUMBER W68MD9-2129-8081	4.00	Months		
				NET AMT	
1001	REFUSE COLLECTION AND RECYCLING SERVICES FOR LWSC FFP - Provide all personnel, equipment, tools, materials, vehicles, supervision and other items and services necessary to perform refuse and recycling services at Lake Washington Ship Canal, in accordance with the Statement of Work. 1st Option period: 1 October 2002 through 30 September 2003	12.00	Months		
				NET AMT	
1002	RECYCLABLE MATERIALS PROCESSING FFP - Provide all recycling bins, to include, transportation and delivery of recyclable material from the facility to an off-project recycling center, in accordance with the Statement of Work. 1st Option Period: 1 October 2002 through 30 September 2003.	12.00	Months		
				NET AMT	
1003	SOLID WASTE DISPOSAL FFP - Provide services to collect, transport and dispose of all solid waste at a licensed off-project disposal site, in accordance with the Statement of Work. 1st Option Period: 1 October 2002 through 30 September 2003.	12.00	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	REFUSE COLLECTION AND RECYCLING SERVICES FOR LWSC FFP - Provide all personnel, equipment, tools, materials, vehicles, supervision and other items and services necessary to perform refuse and recycling services at Lake Washington Ship Canal, in accordance with the Statement of Work. 2nd Option period: 1 October 2003 through 30 September 2004	12.00	Months		
				NET AMT	
2002	RECYCLABLE MATERIALS PROCESSING FFP - Provide all recycling bins, to include, transportation and delivery of recyclable material from the facility to an off-project recycling center, in accordance with the Statement of Work. 2nd Option Period: 1 October 2003 through 30 September 2004.	12.00	Months		
				NET AMT	
2003	SOLID WASTE DISPOSAL FFP - Provide services to collect, transport and dispose of all solid waste at a licensed off-project disposal site, in accordance with the Statement of Work. 2nd Option Period: 1 October 2003 through 30 September 2004.	12.00	Months		
				NET AMT	

**STATEMENT OF WORK
FOR
REFUSE COLLECTION
AND
RECYCLING SERVICES**

**Corps of Engineers, Lake Washington Ship Canal
May 2002**

**STATEMENT OF WORK
FOR
REFUSE COLLECTION AND RECYCLING SERVICES**

1. DESCRIPTION OF SERVICES. The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform refuse and recycling services at [Lake Washington Ship Canal](#). The contractor shall perform to the standards in the contract as well as all local, state, and federal regulations. Estimated workload factors are in Appendix A.

1.1. COLLECTION REQUIREMENTS.

1.1.1. Routes/Schedules Submittals. The contractor shall establish vehicle routes and collection schedules. They are submitted to the contracting officer five (5) calendar days prior to start of contract performance. The contracting officer must approve the submittals prior to the contractor starting work. The contractor shall collect all refuse, garbage, and recyclable material. No changes are allowed to the schedule or haul route without contracting officer approval. Frequency tables are located at Appendix A.

1.1.2. Unscheduled Collections. The contracting officer may require the contractor to make unscheduled collection, disposals, and relocation of containers for special events or other occasions. The contractor will respond within 24 hours of the event. Unscheduled services shall be by separate delivery order IAW CLIN 0002.

1.1.3. Inclement Weather Schedule. The contractor shall collect refuse and recyclable material during periods of inclement weather. In cases of severe weather, the contracting officer may authorize exceptions. When exceptions are granted, the contractor shall make up all missed collections within 24 hours after the severe weather has terminated, unless the contracting officer authorizes additional time.

1.1.4. Route Parameters. The contractor shall access the collection area through the [facility's north gate](#), upon calling the main office on site. Collection shall be made between the hours of [7 a.m. and 3 p.m., on weekdays only](#). Collection outside these hours shall require prior approval of the contracting officer.

1.1.5. Points of Collection. Collection stations for refuse and recyclable materials are all located a short distance from the north gate, on the east boundary of the facility. The contractor shall position bulk containers for customer ease in depositing refuse. This may require repositioning of containers from time to time. The contractor shall also position containers to minimize interference with adjacent parking areas and other potential obstructions.

1.1.6. Cubic Yard Capacity. Proposed capacity of containers is indicated in Appendix A. The government reserves the right to change the cubic yard capacity at any collection station or change the number of collection stations as long as it does not increase the overall total cubic yard capacity requirement of this SOW. The government may also reduce the frequency of collections.

1.1.7. Government-Approved Containers. Collection of refuse and recyclable materials in all areas except residential areas shall be from contractor-provided, government-approved containers, recycling bins or plastic bags.

1.1.8. Maintaining Containers and Collection Area. The contractor shall return the containers to their original location after servicing, in an upright position with the lids securely in place (closed). The contractor will also be responsible for immediately cleaning up any spills, debris, etc., which may occur during servicing of containers. All refuse on the ground within ten feet of the container, whether spilled by the contractor or placed there by facility personnel, shall be picked up by the contractor during collection. The contractor shall collect debris placed at collection stations; for example, tree branches, sacks, cartons, boxes, cans, tied bundles, or other containers. The contractor will be responsible for keeping collection areas free of refuse and debris.

1.1.9. Weighing of Vehicles. All vehicles used in the collection of refuse and recyclable materials shall be weighed on state certified scales at the landfill. Incoming and outgoing vehicle weights shall be recorded on weigh tickets provided by the operator at the weigh station

1.2. RECYCLABLE MATERIALS PROCESSING. The contractor shall provide all recycling bins. Contractor shall also provide transportation and delivery of recyclable material from the facility to an off-project recycling center. The contractor shall collect and separate at curbside (if necessary), load into individual compartments on the recycling collection truck/trailer, and transport all recyclable materials to the off-project recycling center.

1.3. DISPOSAL.

1.3.1. Off-Project Disposal. The contractor shall transport and dispose of all solid waste at a licensed off-project disposal site selected by the contractor. The contractor shall dispose of recyclable materials at an off-project recyclable processing center. Disposal shall be in accordance with existing local, state, and federal regulations. The contractor shall be responsible for any permit or fees associated with the use of off-project disposal locations.

1.3.2. Disposal of Non-marketable Materials. Disposal of non-marketable materials from processing recyclable materials at an off-project facility shall be the responsibility of the contractor. This includes any recyclable material rejected for any reason.

1.4. EQUIPMENT MAINTENANCE. The contractor shall maintain all contractor and government provided containers, ensuring they are free of unpleasant odors, dirt, debris, and pests. All containers must remain in good, workable condition. They must remain easily accessible to customers. The contractor shall perform all cleaning, painting, repair and other maintenance tasks off-project. Trucks and trailers used for hauling and collecting shall be washed as required to ensure they are free of odor, dirt, debris, and pests.

1.5. REPORTS AND RECORDS. The contractor shall provide a monthly report detailing total tonnage of refuse collected, materials collected and recycled by commodity, and gross proceeds from recyclable sales. Sales receipts from the recyclable must accompany the report.

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
Collect and Dispose of Solid Waste in accordance with the established schedule.	1.1 - 1.3	No more than 2 Customer Complaints monthly.
Process, Market, Promote, and Provide Training for Recyclable Materials.	1.2	No more than 2 Customer Complaints monthly.
Maintain equipment in good workable condition. Trucks should be washed and free of odors.	1.4	No more than 2 Customer Complaints monthly.
Perform unscheduled collections required by the contracting officer in accordance with paragraphs 1.1. And 1.3.	1.1.2.	0 Deficiencies permitted.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES. N/A

4. GENERAL INFORMATION.

4.1. QUALITY ASSURANCE. The government will periodically evaluate the contractor’s performance by appointing a representative(s) to monitor performance to ensure services are received. The government representative will evaluate the contractor’s performance through intermittent on-site inspections of the contractor’s quality control program and receipt of complaints from project personnel. The government may inspect each task as

completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the government may decrease the number of quality control inspections if performance dictates. The government will also receive and investigate complaints from various customers located on the installation. The contractor shall be responsible for initially validating customer complaints. However, the government representative shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

4.2. 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.

4.3. HOURS OF OPERATION. The Lake Washington Ship Canal Project is open for collection and deliveries from 7 a.m. to 3 p.m., Monday through Friday.

4.4. SECURITY REQUIREMENTS. Access to collection area will be granted upon proper identification being provided by vehicle operator, by telephone at the north gate. The facility office reserves the right to deny entrance to any caller who does not properly identify affiliation or purpose of visit.

APPENDIX

ESTIMATED WORKLOAD DATA

ITEM	NAME	ESTIMATED QUANTITY	
1	Annual Refuse Volume	80	Tons
3	Paper Recyclable	<1	Tons
4	Glass Recyclable	N/A	
5	Compost Material Recyclable	50	Tons
6	Plastic Recyclable	N/A	
7	Cardboard Recyclable	2	Tons
8	Bulk Container Relocations	_____	Each
9	Distance to Disposal Site _____	_____	Miles
10	Distance to Recyclable Processing Center _____	_____	Miles

TASKS & FREQUENCY TABLES

COLLECTION STATION	LOCATION	SIZE	FREQUENCY
Locks Project	E. Border (Refuse)	25	Bi-Weekly TH
Locks Project	E. Border (Compost)	25	15/year
Locks Project	East Border	8 yd dumpster	On Call*
Locks Project	East Border	4 yd dumpster	On Call**

*Cardboard

**Mixed paper and envelopes

WAGE DETERMINATION NO: **94-2563** REV (19) AREA: WA, SEATTLE
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2563
Director	Wage Determinations	Revision No.: 19
		Date Of Last Revision: 07/13/2001

State: Washington

Area: Washington Counties of **King**, Snohomish, Whatcom

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.26
Accounting Clerk II	11.51
Accounting Clerk III	13.38
Accounting Clerk IV	15.44
Court Reporter	13.85
Dispatcher, Motor Vehicle	13.85
Document Preparation Clerk	11.90
Duplicating Machine Operator	11.90
Film/Tape Librarian	11.90
General Clerk I	8.65
General Clerk II	9.59
General Clerk III	13.06
General Clerk IV	14.25
Housing Referral Assistant	15.33
Key Entry Operator I	10.40
Key Entry Operator II	12.69
Messenger (Courier)	9.84
Order Clerk I	10.10
Order Clerk II	13.35
Personnel Assistant (Employment) I	10.50
Personnel Assistant (Employment) II	11.78
Personnel Assistant (Employment) III	14.42
Personnel Assistant (Employment) IV	15.27
Production Control Clerk	16.46
Rental Clerk	11.02
Scheduler, Maintenance	12.67
Secretary I	14.71
Secretary II	13.79
Secretary III	15.33
Secretary IV	18.09
Secretary V	22.82
Service Order Dispatcher	11.86
Stenographer I	12.96
Stenographer II	14.55
Supply Technician	18.09
Survey Worker (Interviewer)	12.87
Switchboard Operator-Receptionist	10.39
Test Examiner	13.79
Test Proctor	13.79
Travel Clerk I	10.87
Travel Clerk II	11.70
Travel Clerk III	12.36
Word Processor I	12.32
Word Processor II	13.83
Word Processor III	18.65
Automatic Data Processing Occupations	
Computer Data Librarian	12.65
Computer Operator I	13.47

Computer Operator II	14.48
Computer Operator III	16.67
Computer Operator IV	18.84
Computer Operator V	20.86
Computer Programmer I (1)	14.08
Computer Programmer II (1)	18.02
Computer Programmer III (1)	24.05
Computer Programmer IV (1)	25.04
Computer Systems Analyst I (1)	23.36
Computer Systems Analyst II (1)	26.42
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.93
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.68
Automotive Glass Installer	18.42
Automotive Worker	18.42
Electrician, Automotive	19.03
Mobile Equipment Servicer	17.19
Motor Equipment Metal Mechanic	19.68
Motor Equipment Metal Worker	18.42
Motor Vehicle Mechanic	19.62
Motor Vehicle Mechanic Helper	16.56
Motor Vehicle Upholstery Worker	17.81
Motor Vehicle Wrecker	18.42
Painter, Automotive	19.03
Radiator Repair Specialist	18.42
Tire Repairer	16.61
Transmission Repair Specialist	19.68
Food Preparation and Service Occupations	
Baker	11.82
Cook I	11.03
Cook II	11.82
Dishwasher	9.38
Food Service Worker	9.38
Meat Cutter	13.59
Waiter/Waitress	11.91
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	21.06
Furniture Handler	16.94
Furniture Refinisher	21.06
Furniture Refinisher Helper	18.25
Furniture Repairer, Minor	19.54
Upholsterer	21.06
General Services and Support Occupations	
Cleaner, Vehicles	9.42
Elevator Operator	9.95
Gardener	11.69
House Keeping Aid I	8.82
House Keeping Aid II	9.95
Janitor	9.95
Laborer, Grounds Maintenance	10.75
Maid or Houseman	8.82
Pest Controller	12.17
Refuse Collector	10.79
Tractor Operator	11.65
Window Cleaner	10.44
Health Occupations	
Dental Assistant	12.22
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.94
Licensed Practical Nurse I	12.68
Licensed Practical Nurse II	14.23
Licensed Practical Nurse III	15.93
Medical Assistant	11.94
Medical Laboratory Technician	11.94
Medical Record Clerk	11.94
Medical Record Technician	13.41
Nursing Assistant I	6.92
Nursing Assistant II	8.52
Nursing Assistant III	9.75
Nursing Assistant IV	11.52

Pharmacy Technician	12.42
Phlebotomist	10.38
Registered Nurse I	20.30
Registered Nurse II	24.76
Registered Nurse II, Specialist	24.76
Registered Nurse III	29.43
Registered Nurse III, Anesthetist	29.43
Registered Nurse IV	32.95
Information and Arts Occupations	
Audiovisual Librarian	15.88
Exhibits Specialist I	16.36
Exhibits Specialist II	18.66
Exhibits Specialist III	22.95
Illustrator I	17.52
Illustrator II	19.98
Illustrator III	24.58
Librarian	22.95
Library Technician	13.90
Photographer I	26.37
Photographer II	16.69
Photographer III	18.66
Photographer IV	22.95
Photographer V	28.22
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.68
Counter Attendant	7.68
Dry Cleaner	9.86
Finisher, Flatwork, Machine	7.68
Presser, Hand	7.68
Presser, Machine, Drycleaning	7.68
Presser, Machine, Shirts	7.68
Presser, Machine, Wearing Apparel, Laundry	7.68
Sewing Machine Operator	10.55
Tailor	11.23
Washer, Machine	8.49
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	21.09
Tool and Die Maker	23.67
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	18.70
Material Coordinator	17.56
Material Expediter	17.56
Material Handling Laborer	15.16
Order Filler	11.48
Production Line Worker (Food Processing)	14.21
Shipping Packer	13.03
Shipping/Receiving Clerk	13.03
Stock Clerk (Shelf Stocker; Store Worker II)	14.73
Store Worker I	12.36
Tools and Parts Attendant	16.88
Warehouse Specialist	16.34
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.71
Aircraft Mechanic Helper	18.25
Aircraft Quality Control Inspector	27.53
Aircraft Servicer	19.54
Aircraft Worker	20.41
Appliance Mechanic	21.06
Bicycle Repairer	18.25
Cable Splicer	24.97
Carpenter, Maintenance	21.06
Carpet Layer	24.05
Electrician, Maintenance	23.45
Electronics Technician, Maintenance I	21.05
Electronics Technician, Maintenance II	22.59
Electronics Technician, Maintenance III	27.85
Fabric Worker	19.54
Fire Alarm System Mechanic	21.71
Fire Extinguisher Repairer	18.89

Fuel Distribution System Mechanic	21.71
General Maintenance Worker	17.86
Heating, Refrigeration and Air Conditioning Mechanic	21.71
Heavy Equipment Mechanic	21.71
Heavy Equipment Operator	21.71
Instrument Mechanic	21.71
Laborer	10.48
Locksmith	20.96
Machinery Maintenance Mechanic	21.75
Machinist, Maintenance	20.97
Maintenance Trades Helper	17.93
Millwright	24.28
Office Appliance Repairer	21.06
Painter, Aircraft	21.06
Painter, Maintenance	21.06
Pipefitter, Maintenance	25.13
Plumber, Maintenance	23.38
Pneudraulic Systems Mechanic	21.71
Rigger	21.71
Scale Mechanic	20.41
Sheet-Metal Worker, Maintenance	21.71
Small Engine Mechanic	18.55
Telecommunication Mechanic I	21.71
Telecommunication Mechanic II	22.37
Telephone Lineman	21.71
Welder, Combination, Maintenance	21.71
Well Driller	21.71
Woodcraft Worker	21.71
Woodworker	18.89
Miscellaneous Occupations	
Animal Caretaker	10.51
Carnival Equipment Operator	10.66
Carnival Equipment Repairer	11.07
Carnival Worker	9.38
Cashier	9.54
Desk Clerk	10.81
Embalmer	19.34
Lifeguard	9.62
Mortician	19.34
Park Attendant (Aide)	12.08
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.84
Recreation Specialist	14.96
Recycling Worker	12.29
Sales Clerk	11.04
School Crossing Guard (Crosswalk Attendant)	10.16
Sport Official	9.62
Survey Party Chief (Chief of Party)	21.28
Surveying Aide	11.87
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.26
Swimming Pool Operator	13.59
Vending Machine Attendant	12.29
Vending Machine Repairer	12.40
Vending Machine Repairer Helper	12.29
Personal Needs Occupations	
Child Care Attendant	8.03
Child Care Center Clerk	10.01
Chore Aid	9.06
Homemaker	13.95
Plant and System Operation Occupations	
Boiler Tender	21.71
Sewage Plant Operator	21.09
Stationary Engineer	21.71
Ventilation Equipment Tender	18.25
Water Treatment Plant Operator	21.09
Protective Service Occupations	
Alarm Monitor	14.50
Corrections Officer	16.99
Court Security Officer	22.90
Detention Officer	22.90
Firefighter	22.32

Guard I	8.06
Guard II	14.50
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.81
Hatch Tender	15.81
Line Handler	15.81
Stevedore I	15.28
Stevedore II	16.33
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.69
Air Traffic Control Specialist, Station (2)	19.10
Air Traffic Control Specialist, Terminal (2)	21.03
Archeological Technician I	14.84
Archeological Technician II	16.60
Archeological Technician III	20.56
Cartographic Technician	21.52
Civil Engineering Technician	21.51
Computer Based Training (CBT) Specialist/ Instructor	23.42
Drafter I	12.41
Drafter II	14.58
Drafter III	18.93
Drafter IV	20.56
Engineering Technician I	14.80
Engineering Technician II	16.61
Engineering Technician III	19.95
Engineering Technician IV	24.62
Engineering Technician V	29.65
Engineering Technician VI	35.87
Environmental Technician	17.51
Flight Simulator/Instructor (Pilot)	24.60
Graphic Artist	21.74
Instructor	17.60
Laboratory Technician	14.66
Mathematical Technician	18.66
Paralegal/Legal Assistant I	13.27
Paralegal/Legal Assistant II	16.37
Paralegal/Legal Assistant III	18.07
Paralegal/Legal Assistant IV	24.21
Photooptics Technician	18.66
Technical Writer	20.47
Unexploded (UXO) Safety Escort	17.60
Unexploded (UXO) Sweep Personnel	17.60
Unexploded Ordnance (UXO) Technician I	17.60
Unexploded Ordnance (UXO) Technician II	21.29
Unexploded Ordnance (UXO) Technician III	25.52
Weather Observer, Combined Upper Air and Surface Programs (3)	16.65
Weather Observer, Senior (3)	18.62
Weather Observer, Upper Air (3)	16.65
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.72
Parking and Lot Attendant	9.24
Shuttle Bus Driver	10.26
Taxi Driver	8.96
Truckdriver, Heavy Truck	17.54
Truckdriver, Light Truck	10.26
Truckdriver, Medium Truck	17.28
Truckdriver, Tractor-Trailer	17.54

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

CLAUSES INCORPORATED BY REFERENCE:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.237-3	Continuity Of Services	JAN 1991
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

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

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246--

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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 NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

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

Other End Products

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

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end

products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS (DEC 2001)

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

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

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

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

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

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

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

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

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

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

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

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

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

___ (ii) Alternate I of 52.219-23.

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

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

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

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

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

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

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

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

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

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

___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

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 45 days which the Contracting Officer may exercise the option

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 2004.
(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2002. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2002, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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):

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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