



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

**Project: ARMY RECRUITING OFFICE  
JANITORIAL SERVICES**

**Location: Havre, MT**

**This project is 100% set-aside for small business concerns**

**Closing Date: 3 March 2004**  
**Closing Time: 10:00 AM PST**

**REMARKS: Fax quotes to (206) 764-6817, ATTN: Scott Britt, or e-mail to [scott.w.britt@usace.army.mil](mailto:scott.w.britt@usace.army.mil)**  
**Traditional mail: US Army of Engineers, Seattle District, ATTN: Scott Britt, P.O. Box 3755, Seattle, WA 98124-3755**



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-4049-9729		PAGE 1 OF 30		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0054		6. SOLICITATION ISSUE DATE 24-Feb-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 02 Mar 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 SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:		CODE G370F00	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	
<b>SEE SCHEDULE</b>								
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

QUOTE SUBMISSION INSTRUCTIONS

THIS PROJECT IS SET-ASIDE FOR SMALL BUSINESS CONCERNS – COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS IN THE CLAUSES SECTION AND RETURN WITH THE COMPLETED QUOTE

Quotes shall be plainly marked as follows:

QUOTE FOR: Havre, MT Janitorial Services  
04 0054

CLOSING DATE AND TIME: MARCH 3, 2004 10:00 AM. Local Time

AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED (FILL IN ONLY IF SOLICITATION IS AMENDED)

Responses may be emailed: [scott.w.britt@usace.army.mil](mailto:scott.w.britt@usace.army.mil) or faxed ATTN Scott Britt: 206 764-6817 until the date and time set for closing.

**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 WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

**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](http://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.

**PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:**

Federal Taxpayer's ID Number: \_\_\_\_\_

DUINS Number: \_\_\_\_\_

Remit to Address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

I. **Award will be made in accordance with Evaluation Factors.**

1. **Evaluation Factors**- Simplified Acquisition

a. **Introduction:**

This request for quotation contains evaluation factors for the Janitorial Services identified in the Statement of Work. The Government reserves the right to make an award that is most advantageous as a result of Best Value Evaluation Factors.

b. **The following process shall be used to evaluate offers:**

In accordance with the provisions contained herein, the Government will select the most advantageous offer based on the merit of past performance and price. To be considered for award, responses shall conform to the terms and conditions contained in this solicitation. Utilization of Specific evaluation factors shall determine the most advantageous offer. Descriptions of these evaluation factors are as follows:

- (1) **Evaluation Factors:** The Primary evaluation factor for this solicitation is Past Performance. The Secondary evaluation factor is Price. These two evaluation factors are described, in descending order of importance, as follows:

- (i) **Past Performance** - Each firm's past performance is to be evaluated using Past Performance Customer Satisfaction Surveys. Clearly print four (4) copies of the incorporated survey form and transmit each form to a reference for completion. Survey information must pertain to services similar to the scope of work identified herein; performed within the last five (5) years. Please note that references should be familiar with your work to provide an accurate evaluation of your performance. View the survey for explanation of ratings and questions.  
NOTE – survey forms are to be faxed by the reference directly to the contract administrator (Scott Britt). Forms completed by anyone other than the reference are unacceptable.

Using Past Performance Survey ratings, firms receive an overall rating of Green, Yellow-Green, Yellow, or Red. These ratings are defined as follows:

- (i) **Green** –Of the 16 responses, the Offeror receives at least 14 Excellent ratings, with no Adequate, Poor, or Unsatisfactory ratings.  
(ii) **Yellow-Green** – Of the 16 responses, the Offeror receives at least 12 Excellent ratings, with no Adequate, Poor, or Unsatisfactory ratings.  
(iii) **Yellow** – Of the 16 responses, the Offeror receives at least 10 Excellent ratings, with no Poor, or Unsatisfactory ratings  
(iv) **Red** – Of the 16 responses, the Offeror receives any Poor or Unsatisfactory ratings.

**NOTE:** Survey references that do not resemble services similar to the scope of work identified herein will be given “good” ratings for all four questions.

A lack of timely return of surveys that threatens to delay award will earn “good” ratings for all unanswered ratings.

- b. **Price:** Prices quoted will be considered as secondary to Past Performance and will be independently evaluated to determine whether the proposed price is complete and reasonable and

to aid in the determination of the offerors' understanding of the work and ability to perform the contract. Price will be evaluated inclusive of options.

2. **Selection Board:**

The Contracting Officer may establish a selection board to conduct an evaluation of each quote received in response to this solicitation. Evaluation of each firm is based exclusively on the merits and content of the submitted quote and records of performance of previous Government contracts. The Board will not consider any information incorporated by reference or otherwise referred to by the firm.

3. **Best Value Analysis:**

The Government is primarily concerned with making award to the contractor exhibiting superior past performance/experience. Utilization of the tradeoff process of evaluation is used to determine 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 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.

4. **Basis of Award:**

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

CUSTOMER SATISFACTION FORM

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)

W912DW-04-Q-0054

DUPLICATE THIS FORM AND SEND TO 4 REFERENCES

**SECTION 1 – CONTRACTOR: COMPLETE THIS PORTION OF THE FORM AND FAX TO 4 REFERENCES.**

1. Your company name: \_\_\_\_\_

2. Reference Name (person who will complete Section 2): \_\_\_\_\_

3. Project Title &amp; Brief Description (i.e. “Custodial Services”): \_\_\_\_\_

4. Length of project time (i.e. “1999-current”): \_\_\_\_\_

**SECTION 2 – REFERENCE (line 2. – above): COMPLETE THIS PORTION OF THE FORM AND RETURN IMMEDIATELY TO SCOTT BRITT VIA FAX: 206-764-6817. A LATE RESPONSE ON YOUR PART MAY JEOPORDIZE THE POSSIBILITY OF AWARD TO THE CONTRACTOR.**

LATE SURVEYS WILL RENDER “SATISFACTORY” RATINGS

**Completed forms submitted by other than the reference will not be considered.**

*OVERVIEW: The firm shown above has submitted a proposal on a Seattle District Corps of Engineers project and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required no later than the time and date proposals are due for inclusion in our evaluation.*

Name of Individual completing survey: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Relationship to this Project: \_\_\_\_\_

The Following Chart depicts the rating that are to be used to evaluate the contractor’s performance:

E	G	S	M	U
Exceptional	Good	Satisfactory	Marginal	Unsatisfactory
Performance met all contract requirements and exceeded expectations. Problems, if any, were negligible, and were resolved in a timely and highly effective manner.	Performance met all contract requirements and exceeded some. The contractor resolved a few minor problems in a timely, effective manner.	Performance met contract requirements there were some minor problems, and corrective actions taken by the contractor were satisfactory.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance did not meet contractual requirements. There were serious problems, and the contractor’s corrective actions were ineffective.

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)

W912DW-04-Q-0054 - Chief Joseph Dam Janitorial Services

In the following blocks, please indicate your overall level of satisfaction with the work performance of the firm shown in Section 1.

Reference the chart outlined on page 1 of this survey.

For any marginal or unsatisfactory rating, please provide explanatory narratives in the remarks block. These narratives need not be lengthy, just detailed. If a question is not applicable, circle N/A. If more space is needed, then go to the end of the questionnaire or attach additional pages. Be sure to identify your continued narration with the respect line number, your name and project name.

	Quality of Work	Circle the appropriate rating using the chart on page 1
A	Quality of workmanship/quality of service	E V S M U
B.	Timeliness of performance	E V S M U
C.	Professional and cooperative attitude	E V S M U
G.	Timely identification/correction of deficient work	E V S M U

REMARKS: (Discuss strengths and weaknesses of the firm)

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**Your assistance in providing this past performance information is appreciated.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	03-198 Havre, MT Janitorial Services FFP PROVIDE ALL LABOR AND MATERIALS FOR NON-PERSONAL JANITORIAL SERVICES AT THE ARMY RECRUITMENT OFFICES IN HAVRE, MONTANA IN ACCORDANCE WITH THE INCORPORATED SCHEDULE, STATEMENT OF WORK, AND WAGE DECISION. AWARDED BASE PERIOD SERVICES WILL BEGIN ON OR ABOUT MARCH 8 2004.  QUOTE SHOULD INCLUDE: COMPLETED PRICE SCHEDULE, COMPLETED REPRESENTATIONS AND CERTIFICATIONS, AND TAX ID, ECT. ON QUOTE SUBMISSION INSTRUCTIONS PAGE PURCHASE REQUEST NUMBER: W68MD9-4049-9729	1	Lump Sum		

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NET AMT

FOB: Destination

SCHEDULE**A. 0001AA: BASE PERIOD:**

WAGE DETERMINATION NO: 94-2317 REV (19) AREA: MT, STATEWIDE, IS APPLICABLE AND INCORPORATED HEREIN.

PERFORMANCE PERIOD IS 8 MARCH 2004 - 31 JAN 2004

1. PROVIDE ALL MONTHLY CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS E AND F INCLUDING:
  - i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
  - ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
  - iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
  - iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$ \_\_\_\_\_ / PER MONTH X 12 MONTHS = \$ \_\_\_\_\_

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$ \_\_\_\_\_ / PER MONTH X 4 MONTHS = \$ \_\_\_\_\_

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$ \_\_\_\_\_ / PER MONTH X 2 MONTHS = \$ \_\_\_\_\_

**B. 0001BB: FIRST OPTION PERIOD:**

INCORPORATED WAGE DETERMINATION NO: 94-2317 REV (19) AREA: MT,STATEWIDE IS SUBJECT TO MODIFICATION FOR THIS OPTION PERIOD: THE MOST CURRENT REVISION WILL BE APPLICABLE AND INCORPORATED AT THE TIME OF AWARD.

PERFORMANCE PERIOD IS 1 FEB 2005 - 31 JAN 2006

1. PROVIDE ALL MONTHLY CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS E AND F INCLUDING:
  - i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
  - ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
  - iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
  - iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$ \_\_\_\_\_ / PER MONTH X 12 MONTHS = \$ \_\_\_\_\_

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$ \_\_\_\_\_ / PER MONTH X 4 MONTHS = \$ \_\_\_\_\_

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$ \_\_\_\_\_ / PER MONTH X 2 MONTHS = \$ \_\_\_\_\_

**C. 0001CC: SECOND OPTION PERIOD:**

INCORPORATED WAGE DETERMINATION NO: 94-2317 REV (19) AREA: MT,STATEWIDE IS SUBJECT TO MODIFICATION FOR THIS OPTION PERIOD: THE MOST CURRENT REVISION WILL BE APPLICABLE AND IS INCORPORATED AT THE TIME OF AWARD.

PERFORMANCE PERIOD IS 1 FEB 2006 - 31 JAN 2007

1. PROVIDE ALL MONTHLY CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS E AND F INCLUDING:
  - i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
  - ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
  - iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
  - iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$ \_\_\_\_\_ / PER MONTH X 12 MONTHS = \$ \_\_\_\_\_

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$ \_\_\_\_\_ / PER MONTH X 4 MONTHS = \$ \_\_\_\_\_

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$ \_\_\_\_\_ / PER MONTH X 2 MONTHS = \$ \_\_\_\_\_

STATEMENT OF WORK

**STATEMENT OF WORK**

1. EXTENT OF WORK:

Furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform janitorial services, as described herein, at Recruitment Offices in various locations. Services shall be provided on Monday, Wednesday and Friday, unless stated otherwise in the schedule.

2. BUILDING AREA / LOCATION:

Army recruiting office at 1753 HWY 2 West, Holiday Village Mall Suite 2A

Approximately 610 square feet.

Square footage of carpeted area is not available at this time.

The size of the Government occupied space is approximate square footage. The space to be cleaned includes the following types:

General Office, Rest Rooms, and may include outdoor areas such as exterior windows, entry, and sidewalk.

**NOTE: The Government will not be responsible for any error or variation in the square footage listed nor will the Contractor, because of an error or variation in the square footage listed, be relieved of his responsibility to carry out the contract in accordance with the intent and meaning of the specifications without additional cost to the Government.**

3. BUILDING OFFICE HOURS:

The official working hours of the building occupants are 0800 hours to 1700 hours Monday through Friday except holidays. All services are required to be performed during normal office working hours. The Contractor is to arrange his/her cleaning schedule during these hours in a fashion that does not interfere with the office employees.

4. SUPPLIES, MATERIALS, AND EQUIPMENT:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work of this contract, including but not limited to: Brooms; brushes; wiping, polishing, treated and untreated dusting cloths; wet mops; sweep mops; sponges; squeegees; paper towels; toilet tissue; hand soap; porcelain ware cleaner; plastic bag liners for sanitary napkin disposal receptacles and wastebaskets; liquid and powder detergents; glass cleaner; floor wax; floor stripper, metal polish; furniture polish; scouring powder, if required. As a minimum, these supplies and materials shall be of a quality to provide the required services. The Contractor shall not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to any part of the building, its contents, or equipment.

All necessary cleaning equipment including, but not limited to, waxing and polishing machines, industrial type vacuum cleaners, as needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contracting Officer. Equipment deemed by the Contracting Officer to be of improper type or design or inadequate for the purpose intended shall be replaced. Electrical power will be furnished by the Government at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. Hot and cold water will also be made available as necessary for that purpose.

5. CONDUCT OF CONTRACTOR'S EMPLOYEES:

The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Contractor shall require his employees to comply with the instructions, pertaining to conduct and building regulations, issued by the contracting officer's representative.

6. WORKMANSHIP:

All work shall be performed at the frequencies specified herein:

A. SERVICES TO BE PERFORMED EACH **MONDAY & WEDNESDAY**:

(1) Rest rooms:

- (a) Wash the inside and outside of all water closets, seats, and urinals with a disinfectant detergent. Leave seats in a raised position; clean and wipe wash basin so they are free of all water marks.
- (b) Empty all trash receptacles; *maintain, clean, and sanitize trash cans*. Empty and disinfect all sanitary napkin dispensers and replace with new plastic liner bags.
- (c) Replenish all supplies such as paper towels, toilet paper, and soap.
- (d) *Spot clean wall surfaces, partitions, doors, and waste receptacles.*

(2) Office Area Cleaning:

- (a) Empty all wastebaskets; *maintain, clean, and sanitize trash cans*. Liners should be replaced in wastebaskets as required but not less than once per week.
- (b) Spot vacuum all carpeted office areas to remove all obvious surface dirt from the traffic area and from under furniture. Sweep and spot clean hard surface floors with a treated sweep-mop.
- (c) **Dust the horizontal surfaces of desks, files and tables with a treated dust cloth. Glass desk tops shall be cleaned with an untreated cloth.**

(3) Entrances, Hallways, and Corridors: Sweep or vacuum all floors; dust all surfaces and polish metal and wood surfaces.

(4) Wastepaper, Trash, and Debris Removal: Collect and remove all trash, debris, wastepaper and garbage from the building. Contractor shall assure that liquid and other debris is not deposited on the floor during collection and removal. All trash shall be disposed of in the proper locations and bins as designated by the lessor.

(5) Drinking Fountains: Clean and polish dry.

(6) Sidewalks, Parking Areas and Outside Entrances: Remove trash, debris or litter outside entrances. (***NOTE: Cleaning of sidewalk areas is limited to a reasonable distance from entrances and/or rear-exits of Recruiting offices .***)

B. SERVICES TO BE PERFORMED EACH **FRIDAY**:

(1) Rest rooms:

(a) Wash the inside and outside of all water closets, seats, and urinals with a disinfectant detergent. Leave seats in a raised position; clean and wipe wash basin so they are free of all water marks.

(b) Empty all trash receptacles; *maintain, clean, and sanitize trash cans*. Empty and disinfect all sanitary napkin dispensers and replace with new plastic liner bags.

(c) Replenish all supplies such as paper towels, toilet paper, and soap.

***(d) Damp mop and disinfect all rest room fixtures and floors. No rust, incrustation, or water rings shall exist.***

(2) Office Area Cleaning:

(a) Empty all wastebaskets and dispose of trash at designated location.

(b) Vacuum all carpets to include use of crevice attachment to vacuum corners and edges of carpet.

(c) Dust all surfaces to include window sills, baseboards, woodwork, radiator/vents, venetian blinds.

(3) Entrances, Hallways, and Corridors:

(a) Wash inside/outside of glass doors. Polish and remove finger marks and smears on door frame.

(b) Damp mop and buff hard surface floors.

(4) Drinking Fountains: Clean and polish dry.

C. SERVICES TO BE PERFORMED SECOND & FOURTH MONDAY OF EACH MONTH:

(1) Window/Glass Cleaning: Clean all window glass both inside and outside, glass over exterior and vestibule doors, clear/opaque glass in interior partitions, doors, and transoms.

(2) Room Cleaning: Clean and spot wash all vertical surfaces (including walls and partitions, knee wells, and table legs).

(3) Carpet Protectors: Damp mop carpet protectors.

D. SERVICES TO BE PERFORMED FOURTH FRIDAY OF EVERY MONTH:

(1) Floors: Wash, wax, and buff hard surface floors.

(2) Wastebaskets: Scour and disinfect wastebaskets.

(3) Furniture:

(a) Vinyl Furniture: Clean with appropriate chemical cleaner (not soap & water).

- (b) Wood Furniture: Clean with a wood cleaner or polish.
- (c) Metal Parts: Clean and polish.
- (d) Upholstered Furniture: Vacuum to remove dust and other particles.

E. SERVICES TO BE PERFORMED **QUARTERLY** (1<sup>ST</sup> WEEK DEC, MAR, JUN, & SEP):

- (1) Office Partitions: Clean and dry without leaving streaks.
- (2) Wood Paneling: Clean with wood cleaner or polish.
- (3) Window Coverings: Clean venetian blinds, tapes and cords in accordance with manufacturer's recommendations.
- (4) Fixtures & Shields: Damp clean fixtures & shields.

F. SERVICES TO BE PERFORMED **SEMIANNUALLY** (1<sup>ST</sup> WEEK NOV & MAY):

- (1) Carpets: Steam clean carpets, removing all dirt and non-permanent spots or stains;
- (2) Non-Carpeted Areas:
  - (a) Vinyl/tile floors: Strip, clean, wax (apply two coats), and buff to a high shine.
  - (b) Non-Wax Vinyl Floors: Treat with a sealer after being stripped.

G. SERVICES TO BE PERFORMED AS NEEDED OR DIRECTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE:

- (1) Floor Maintenance - Carpeting:
  - (a) Corridors and Lobbies and other Multi-agency Use Space: The Contractor will be responsible for removal of spots and stains from carpets in corridors, lobbies, and other multi-agency use space such as conference rooms and test rooms., within the confines of the Armed Forces Recruiting Office.
  - (b) Other Carpeted Areas: Remove spots and stains from carpets in other occupied space.
- (2) Floor Maintenance - Non-carpeted Areas: Remove scuff marks from flooring.
- (3) Lighting: Furnish and replace light bulbs and fluorescent tubes as needed.
- (4) Floor Mats: The Contractor will furnish floor mats in entrance ways and lobbies which are to be maintained by the Contractor.
- (5) Refrigerator/microwave: The Contractor will clean these appliances upon request.

H. GENERAL INSTRUCTIONS:

(1) Windows are to be closed, lights to be turned out when not in use; security rooms are to be locked; all "lost and found" type articles will be turned in to proper authorities; promptly report fires, hazardous conditions, and any items needing repairs (such as leaky faucets, toilet stoppage, and lighting problems).

(2) Lighting: Contractor will replace all burned out lights as needed and/or within two working days of notification that lights need replacing. Bulbs and fluorescent tubes will be furnished by the Contractor.

(3) The care of any potted plants within the office areas is not the responsibility of the Contractor.

I. RESPONSIBILITY FOR DAMAGES:

The janitorial contractor shall be responsible for all damages occurring by their performance or failure to perform under this contract.

J. SECURITY RESPONSIBILITIES:

The janitorial contractor shall be responsible for securing all doors to services, both interior doors to corridors and facility doors to exterior. Failure to secure the doors upon completion of the work can result in termination.

CLAUSES INCORPORATED BY REFERENCE

52.201-4001	Successor Contracting Officers	DEC 1999
52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
252.201-7000	Contracting Officer's Representative	DEC 1991

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:

- D. Past Performance
- E. Price

Past performance is 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 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.

\_\_\_ (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.

\_\_\_ (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 (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (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)).
- \_\_\_ (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.).

\_\_\_\_ (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)

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

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

(2) The small business size standard is \$14 million.

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

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

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

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

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

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

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

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2317 REV (19) AREA: MT,STATEWIDE

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  
 Director                              Wage Determinations

Wage Determination No.: 1994-2317  
 Revision No.: 19  
 Date Of Last Revision: 08/26/2003

State: Montana

Area: Montana Statewide

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.87
01012 - Accounting Clerk II	10.52
01013 - Accounting Clerk III	12.97
01014 - Accounting Clerk IV	15.92
01030 - Court Reporter	13.76
01050 - Dispatcher, Motor Vehicle	12.87
01060 - Document Preparation Clerk	9.61
01070 - Messenger (Courier)	7.80
01090 - Duplicating Machine Operator	9.61
01110 - Film/Tape Librarian	8.67
01115 - General Clerk I	8.27
01116 - General Clerk II	9.30
01117 - General Clerk III	9.43
01118 - General Clerk IV	10.57
01120 - Housing Referral Assistant	13.99
01131 - Key Entry Operator I	8.66
01132 - Key Entry Operator II	9.27
01191 - Order Clerk I	9.92
01192 - Order Clerk II	10.72
01261 - Personnel Assistant (Employment) I	10.93
01262 - Personnel Assistant (Employment) II	12.29
01263 - Personnel Assistant (Employment) III	12.60
01264 - Personnel Assistant (Employment) IV	14.49
01270 - Production Control Clerk	13.76
01290 - Rental Clerk	8.88
01300 - Scheduler, Maintenance	9.67
01311 - Secretary I	9.67
01312 - Secretary II	10.53
01313 - Secretary III	13.99
01314 - Secretary IV	15.25
01315 - Secretary V	16.90
01320 - Service Order Dispatcher	12.56
01341 - Stenographer I	13.26
01342 - Stenographer II	14.71
01400 - Supply Technician	15.25

01420 - Survey Worker (Interviewer)	9.69
01460 - Switchboard Operator-Receptionist	8.76
01510 - Test Examiner	9.92
01520 - Test Proctor	9.92
01531 - Travel Clerk I	9.23
01532 - Travel Clerk II	9.83
01533 - Travel Clerk III	10.47
01611 - Word Processor I	10.99
01612 - Word Processor II	11.32
01613 - Word Processor III	12.66
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.98
03041 - Computer Operator I	11.05
03042 - Computer Operator II	11.28
03043 - Computer Operator III	13.35
03044 - Computer Operator IV	14.83
03045 - Computer Operator V	16.44
03071 - Computer Programmer I (1)	14.93
03072 - Computer Programmer II (1)	18.69
03073 - Computer Programmer III (1)	22.78
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	19.64
03102 - Computer Systems Analyst II (1)	24.58
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.61
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.86
05010 - Automotive Glass Installer	15.07
05040 - Automotive Worker	15.07
05070 - Electrician, Automotive	15.96
05100 - Mobile Equipment Servicer	13.44
05130 - Motor Equipment Metal Mechanic	16.86
05160 - Motor Equipment Metal Worker	15.07
05190 - Motor Vehicle Mechanic	16.86
05220 - Motor Vehicle Mechanic Helper	12.70
05250 - Motor Vehicle Upholstery Worker	14.21
05280 - Motor Vehicle Wrecker	15.07
05310 - Painter, Automotive	15.96
05340 - Radiator Repair Specialist	15.07
05370 - Tire Repairer	12.99
05400 - Transmission Repair Specialist	16.86
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.95
07010 - Baker	9.52
07041 - Cook I	8.33
07042 - Cook II	9.34
07070 - Dishwasher	6.60
07130 - Meat Cutter	12.16
07250 - Waiter/Waitress	6.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.96
09040 - Furniture Handler	11.23
09070 - Furniture Refinisher	15.96
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.21
09130 - Upholsterer	15.96

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.10
11060 - Elevator Operator	8.21
11090 - Gardener	9.88
11121 - House Keeping Aid I	6.96
11122 - House Keeping Aid II	8.43
11150 - Janitor	8.42
11210 - Laborer, Grounds Maintenance	8.28
11240 - Maid or Houseman	6.96
11270 - Pest Controller	11.76
11300 - Refuse Collector	8.38
11330 - Tractor Operator	10.05
11360 - Window Cleaner	8.96
12000 - Health Occupations	
12020 - Dental Assistant	11.34
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	9.75
12072 - Licensed Practical Nurse II	10.94
12073 - Licensed Practical Nurse III	12.24
12100 - Medical Assistant	10.54
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	11.00
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.20
12222 - Nursing Assistant II	9.21
12223 - Nursing Assistant III	10.05
12224 - Nursing Assistant IV	11.29
12250 - Pharmacy Technician	12.63
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	15.86
12312 - Registered Nurse II	19.41
12313 - Registered Nurse II, Specialist	19.41
12314 - Registered Nurse III	23.48
12315 - Registered Nurse III, Anesthetist	23.48
12316 - Registered Nurse IV	28.14
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.53
13011 - Exhibits Specialist I	15.39
13012 - Exhibits Specialist II	19.07
13013 - Exhibits Specialist III	23.33
13041 - Illustrator I	16.93
13042 - Illustrator II	20.98
13043 - Illustrator III	24.94
13047 - Librarian	15.56
13050 - Library Technician	12.55
13071 - Photographer I	11.41
13072 - Photographer II	14.27
13073 - Photographer III	17.37
13074 - Photographer IV	21.64
13075 - Photographer V	26.22
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.74
15030 - Counter Attendant	6.74
15040 - Dry Cleaner	8.18
15070 - Finisher, Flatwork, Machine	6.74
15090 - Presser, Hand	6.74

15100 - Presser, Machine, Drycleaning	6.74
15130 - Presser, Machine, Shirts	6.74
15160 - Presser, Machine, Wearing Apparel, Laundry	6.74
15190 - Sewing Machine Operator	8.72
15220 - Tailor	9.27
15250 - Washer, Machine	7.08
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.45
19040 - Tool and Die Maker	20.98
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.46
21020 - Material Coordinator	15.79
21030 - Material Expediter	15.79
21040 - Material Handling Laborer	13.05
21050 - Order Filler	12.17
21071 - Forklift Operator	13.12
21080 - Production Line Worker (Food Processing)	12.70
21100 - Shipping/Receiving Clerk	12.17
21130 - Shipping Packer	12.17
21140 - Store Worker I	9.67
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.98
21210 - Tools and Parts Attendant	13.12
21400 - Warehouse Specialist	13.12
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.42
23040 - Aircraft Mechanic Helper	13.59
23050 - Aircraft Quality Control Inspector	18.35
23060 - Aircraft Servicer	14.86
23070 - Aircraft Worker	15.57
23100 - Appliance Mechanic	15.96
23120 - Bicycle Repairer	12.99
23125 - Cable Splicer	23.24
23130 - Carpenter, Maintenance	15.96
23140 - Carpet Layer	18.24
23160 - Electrician, Maintenance	20.57
23181 - Electronics Technician, Maintenance I	15.67
23182 - Electronics Technician, Maintenance II	18.79
23183 - Electronics Technician, Maintenance III	21.39
23260 - Fabric Worker	15.12
23290 - Fire Alarm System Mechanic	16.86
23310 - Fire Extinguisher Repairer	14.04
23340 - Fuel Distribution System Mechanic	16.86
23370 - General Maintenance Worker	15.07
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.86
23430 - Heavy Equipment Mechanic	17.92
23440 - Heavy Equipment Operator	16.07
23460 - Instrument Mechanic	19.24
23470 - Laborer	9.58
23500 - Locksmith	17.12
23530 - Machinery Maintenance Mechanic	18.47
23550 - Machinist, Maintenance	16.51
23580 - Maintenance Trades Helper	13.14
23640 - Millwright	16.86
23700 - Office Appliance Repairer	17.12
23740 - Painter, Aircraft	15.96
23760 - Painter, Maintenance	19.01

23790 - Pipefitter, Maintenance	21.49
23800 - Plumber, Maintenance	17.73
23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	16.02
23890 - Sheet-Metal Worker, Maintenance	17.64
23910 - Small Engine Mechanic	15.07
23930 - Telecommunication Mechanic I	17.76
23931 - Telecommunication Mechanic II	18.38
23950 - Telephone Lineman	17.76
23960 - Welder, Combination, Maintenance	16.86
23965 - Well Driller	16.86
23970 - Woodcraft Worker	17.99
23980 - Woodworker	14.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.58
24580 - Child Care Center Clerk	10.50
24600 - Chore Aid	7.29
24630 - Homemaker	12.21
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.16
25040 - Sewage Plant Operator	18.05
25070 - Stationary Engineer	17.87
25190 - Ventilation Equipment Tender	12.79
25210 - Water Treatment Plant Operator	17.73
27000 - Protective Service Occupations	
(not set) - Police Officer	21.39
27004 - Alarm Monitor	10.92
27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	8.41
27102 - Guard II	10.22
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.28
28020 - Hatch Tender	16.28
28030 - Line Handler	16.28
28040 - Stevedore I	16.15
28050 - Stevedore II	19.95
29000 - Technical Occupations	
21150 - Graphic Artist	17.12
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.10
29023 - Archeological Technician I	15.14
29024 - Archeological Technician II	16.93
29025 - Archeological Technician III	20.98
29030 - Cartographic Technician	22.86
29035 - Computer Based Training (CBT) Specialist/ Instructor	19.64
29040 - Civil Engineering Technician	17.37
29061 - Drafter I	11.59
29062 - Drafter II	14.72
29063 - Drafter III	18.44
29064 - Drafter IV	22.86
29081 - Engineering Technician I	10.18

29082 - Engineering Technician II	12.94
29083 - Engineering Technician III	16.17
29084 - Engineering Technician IV	20.03
29085 - Engineering Technician V	24.52
29086 - Engineering Technician VI	29.65
29090 - Environmental Technician	15.87
29100 - Flight Simulator/Instructor (Pilot)	24.86
29160 - Instructor	16.20
29210 - Laboratory Technician	14.43
29240 - Mathematical Technician	19.11
29361 - Paralegal/Legal Assistant I	11.24
29362 - Paralegal/Legal Assistant II	14.03
29363 - Paralegal/Legal Assistant III	15.45
29364 - Paralegal/Legal Assistant IV	17.40
29390 - Photooptics Technician	17.37
29480 - Technical Writer	24.84
29491 - Unexploded Ordnance (UXO) Technician I	18.53
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.53
29495 - Unexploded (UXO) Sweep Personnel	18.53
29620 - Weather Observer, Senior (3)	17.80
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.02
29622 - Weather Observer, Upper Air (3)	16.02
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	7.55
31290 - Shuttle Bus Driver	11.04
31300 - Taxi Driver	8.04
31361 - Truckdriver, Light Truck	11.04
31362 - Truckdriver, Medium Truck	17.02
31363 - Truckdriver, Heavy Truck	16.09
31364 - Truckdriver, Tractor-Trailer	16.09
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.62
99030 - Cashier	7.46
99041 - Carnival Equipment Operator	8.78
99042 - Carnival Equipment Repairer	9.62
99043 - Carnival Worker	7.32
99050 - Desk Clerk	7.58
99095 - Embalmer	19.13
99300 - Lifeguard	9.42
99310 - Mortician	18.11
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.73
99500 - Recreation Specialist	10.49
99510 - Recycling Worker	11.12
99610 - Sales Clerk	9.11
99620 - School Crossing Guard (Crosswalk Attendant)	8.67
99630 - Sport Official	9.39
99658 - Survey Party Chief (Chief of Party)	16.99
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.34
99660 - Surveying Aide	10.55
99690 - Swimming Pool Operator	11.09
99720 - Vending Machine Attendant	10.39
99730 - Vending Machine Repairer	12.33

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.