

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2001*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
- Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code)	5. ITEMS TO BE PURCHASED (Brief description)
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial)	b. ADDRESS (Include Zip Code)
c. TELEPHONE NUMBER (Include Area Code and Extension)	d. E-MAIL ADDRESS

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
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c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)	(2) TITLE

(3) SIGNATURE	(4) DATE SIGNED (YYYYMMDD)
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FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 80					
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-04-R-0032	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 09 Apr 2004	6. REQUISITION/PURCHASE NO. W81W3G-4075-2962						
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 CODE W912DR TEL: FAX:			8. ADDRESS OFFER TO See Item 7		(If other than Item 7) CODE TEL: FAX:						
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>11:00 AM</u> local time <u>10 May 2004</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME DENISE R MELLINGER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 4100-962-3471		C. E-MAIL ADDRESS					
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)			
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X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		4 - 25	X	J	LIST OF ATTACHMENTS	40 - 54			
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT				21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR FFP Contractor shall provide Visitor Information Services, Arlington National Cemetery, Arlington, Virginia for the period 1 June 2004 through 31 May 2005 PURCHASE REQUEST NUMBER: W81W3G-4075-2962		Lump Sum		
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION YEAR 1 FFP Contractor shall provide Visitor Information Services, Arlington National Cemetery, Arlington, Virginia for the period 1 June 2005 through 31 May 2006		Lump Sum		
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION YEAR 2 FFP Contractor shall provide Visitor Information Services, Arlington National Cemetery, Arlington, Virginia for the period 1 June 2006 through 31 May 2007		Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR 3 FFP Contractor shall provide Visitor Information Services, Arlington National Cemetery, Arlington, Virginia for the period 1 June 2007 through 31 May 2008		Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	OPTION YEAR 4 FFP Contractor shall provide Visitor Information Services, Arlington National Cemetery, Arlington, Virginia for the period 1 June 2008 through 31 May 2009		Lump Sum		

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

INFORMATIONAL TEXT

C.1. INTRODUCTION. This Performance Work Statement (PWS) applies to Arlington National Cemetery, Arlington National Cemetery.

C.1.1. BACKGROUND. Arlington National Cemetery (ANC) is a National Shrine that receives approximately four million visitors annually. Visitors include the President of the United States, Cabinet officials, United States Senators and Congressman, foreign heads of state and dignitaries, and many other high level officials of the United States and foreign countries. In performance of this contract, contractor personnel shall have daily contact with these dignitaries and many tourists.

C.1.2. SPECIAL MEANS OF INSPECTIONS. For the reasons stated in paragraph C.1.1. above, the neat appearance of contractor personnel is essential. In addition, the ability to exercise tact, diplomacy, a high degree of courtesy, and the skills to provide accurate information in a clear, concise, and timely manner are critical to the requirements of this contract. The Government recognizes that these factors are largely subjective in nature and that any definitional standards by which contractor compliance might be directly determined by the Government would be equally subjective and arbitrary in application. Consequently, no attempt is made to define these factors in this PWS other than to provide that they shall have the meanings normally attributed in the English Language as used in the United States. Against this background, the PWS substitutes a customer complaints procedure for the evaluation of contractor performance in lieu of definitional standards. Under this complaints procedure, the contractor shall not receive more than five (5) validated complaints per month during the first three (3) months of performance, and no more than three (3) in any subsequent month. The contractor's performance shall fully meet or exceed the standards established by the complaints procedure. The meeting of these standards is hereby expressly declared to be of the essence to this contract and any failure to meet these standards shall in and of itself be interpreted as adequate grounds for termination under the default clause of this contract.

C.1.3. SCOPE OF WORK. The contractor shall provide all personnel, materials, vehicles, supervision, services and other items necessary to perform all work described in this contract. Performance shall include providing Visitors Information services at Arlington National Cemetery.

C.1.4. PERSONNEL. The contractor shall furnish all personnel to accomplish the work required by this contract. Personnel shall have sufficient experience and education to be able to perform required tasks in a manner that will satisfy the contract requirements specified herein. As a minimum, any person assigned by the contractor to work at ANC, as a project manager, supervisor, or otherwise, shall be a high school graduate (or have an equivalent thereof) and shall be able to read, write, speak and understand the English language with

sufficient fluency to support the requirements of this contract. However, this minimum shall not relieve the contractor of using employees of higher educational levels in any capacity as necessary to meet contract requirements. The contractor is expected to assign to duty, courteous people whom are tactful, self-reliant, even tempered, and that are interested and able to deal with the public. In keeping with the solemnity of the surroundings and the persons they will be assisting, all personnel employed by the contractor at ANC shall conduct themselves in a professional manner fully meeting those factors identified above.

C.1.5. PROJECT MANAGER. The contractor shall provide a project manager on site and alternate(s) who shall be responsible for the performance of the work. The names of these persons shall be designated in writing to the Contracting Officer (KO) or his designated representative prior to contract start date and updated as changes occur. The contractor shall notify the Contracting Officer of a proposed change in the project manager at least five (5) workdays prior to the change. The project manager or alternate shall have full authority to act for the contractor on all matters relating to the daily operations of the contract. The project manager (or designated alternate) shall be physically present during normal work hours. Phone numbers of the project manager and each designated alternate shall be submitted to the COR within one (1) workday after changes occur.

C.1.6. The Project Manager (or designated alternate) shall meet with the Contracting Officer Representative (COR), or other government personnel designated by the Contracting Officer to discuss contract matters. Meetings will be held at the ANC Administration Building, but may be held at any other location designated by Contracting Officer or COR. During normal work hours, the project manager (or designated alternate) shall be available to meet with the Contracting Officer, the COR, or other designated government officials within 30 minutes after notification.

C.1.7. The project manager shall meet with the Contracting Officer and/or Contracting Officer Representative weekly during the first two (2) months of the contract. The purpose of these meetings is to discuss the progress and any problems in performance. A mutual effort will be made to resolve all problems identified. After the first two (2) months, these performance evaluation meetings shall be held at least once a month. However, additional meetings can be scheduled more frequently at the request of the Contracting Officer, the Contracting Officer Representative, or the contractor. The Government will prepare written minutes of these meetings. The Contracting Officer, or his/her designated representative, and the project manager will sign the minutes. Any disagreement which is not resolved in the meeting will be noted in the minutes.

C.1.8. OTHER PERSONNEL. The contractor shall furnish supervisory and other personnel to accomplish all work required in this contract. The contractor shall, within five (5) days before contract start date, provide the Contracting Officer with a list of all personnel who will perform work under this contract. The list shall include the full name and work assignments. The contractor shall notify the Contracting Officer in writing of any additions and/or deletions to the list or change in work assignments within three (3) workdays after such change.

C.2. PRE-ASSIGNMENT INVESTIGATION. Prior to the assignment of any employee to ANC, the contractor shall perform a pre-assignment investigation designed to assist in evaluating the individual's character and reputation and to ensure that the person is appropriately qualified to perform under this contract. This investigation shall include, but not be limited to, a local police check and credit files in the area of residence, verification of birth records, a check of references from previous employers and/or schools attended, and a personal interview by the company management.

C.2.1. In the event an applicant for employment under this contract has served in the military services, discharge from his past tenure of service must be honorable. All employees performing work under this contract must be of good character without a record of conviction for drug offenses, driving while intoxicated, or other criminal offenses, except for minor traffic violations.

C.2.2. CONFLICT OF INTEREST. The contractor shall not employ any person who is an employee of the United States Government or Department of Defense, military or civilian, if the employment of that person would create or appear as a conflict of interest, as defined in Joint Ethics Regulation DOD 5500.7.

C.2.3. OFF-DUTY MILITARY PERSONNEL. The contractor is cautioned that off-duty military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours, or deployment. Military reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform.

Their absence, at any time, shall not constitute an excuse for non-performance under this contract.

C.2.4. OFF-DUTY GOVERNMENT QUALITY ASSURANCE PERSONNEL. The contractor shall not employ off-duty government quality assurance or inspection personnel.

C.2.5. REQUIREMENT TO WEAR UNIFORMS. Contractor personnel shall wear furnished uniforms at all times while on duty. The uniform shall be kept clean and in good repair. Employees shall present a neat appearance.

C.2.6. STANDARDS OF CONDUCT. The contractor shall be responsible for maintaining satisfactory standards of employee conduct, integrity, and competence. He shall be responsible for initiating and administering disciplinary action to his employees, as required. The contractor shall remove people for cause, to include but not limited to, misconduct in performance of duty under this contract, conduct contrary to the interest of Arlington National Cemetery, or contrary to national security interests. All personnel employed by the contractor in the performance of this contract and any representative of the contractor entering ANC shall abide by Government rules and regulations concerning fire, safety, security, possession of firearms or other lethal weapons, and conduct.

C.2.7. The Government reserves the right to require the contractor to remove employees from ANC who are in violation of any Government rules and regulations concerning safety, security, and criminal misconduct. An employee will be banned from ANC by the ANC Security Manager or by the ANC Superintendent when it is found that his/her presence would be detrimental to the security of ANC, its population or visitors. Removal of employee(s) for security reasons or criminal misconduct does not relieve the contractor of the obligation to perform all operations required by the contract.

C.2.8. TRAINING IN CONSERVATION OF UTILITIES. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions, which preclude the waste of utilities.

C.2.9. Lights shall be used only in areas where and when work is actually being performed.

C.2.10. Mechanical equipment controls for heating, ventilation and (where applicable) air conditioning systems shall not be adjusted by the contractor unless authorized by the Superintendent, ANC. Water faucets or valves shall be turned off after the required usage had been completed.

C.2.11. EMPLOYEES' VEHICLES. Contractor personnel shall comply with all directives pertaining to the operation of privately owned vehicles (POV) on ANC and military installations. Contractor personnel shall register their POV's with the ANC Administrative Services Division. Contractor personnel shall provide proof of ownership, insurance and current registration documents for the vehicles. The contractor shall ensure that all employees cancel the ANC registration and turn-in decals to the Administrative Services Division upon termination of employment or when the vehicle will no longer be driven on ANC. The

contractor shall comply with current policy regarding parking of POV's at ANC. The current parking policy at ANC will be provided to the contractor employees at time of registration of the POV.

C.3. EMPLOYEE IDENTIFICATION.

C.3.1. IDENTIFICATION BADGE. The contractor shall furnish to each of his/her employees assigned to ANC, an ID badge that includes (at a minimum) the company's name and the employee's picture and name (first name initial with the full last name is acceptable.) The contractor shall ensure that the ID card is visible, above the waist level, at all times. A Government issued ID badge will replace the company issued card, at a later date.

C.3.2. STRIKES AND WORK STOPPAGES. The contractor shall provide a strike contingency plan detailing how the contractor will continue to perform the requirements of this contract in the event of a strike or work stoppage.

C.3.3 Notify the Government of a strike or intent to strike.

C.3.4. Use of supervisory personnel.

C.3.5. Use of other personnel presently employed by the contractor.

C.3.6. Use of other sources of personnel in case of a strike.

C.3.7. Ensure that any contingency staff have the proper security clearances.

C.3.8. The Government reserves the right to obtain services from different sources, including use of Government personnel, in the event of a work stoppage.

C.4. APPEARANCE OF WORK SPACES: Spaces at ANC occupied by the contractor that are visible to visitors shall be maintained in such a manner as to reflect a business-like atmosphere. Contractor personnel shall not smoke, eat, or consume beverages in other than authorized areas. Contractor personnel shall not keep or use televisions or radios, within the Government furnished facilities.

C.4.1. UNAUTHORIZED PERSONNEL IN OFFICE AREA.

C.4.2. The contractor shall not allow unauthorized personnel access to the office space used in the performance of this contract.

C.4.3. The contractor shall not allow employees who are not on duty to loiter in or around the office area.

C.4.4. The contractor shall not allow unauthorized personnel access to government records or files.

C.5. HOURS OF OPERATION. The contractor shall maintain the following hours of operation:

C.5.1. NORMAL HOURS. The contractor shall maintain the following hours:

C.5.2. NORMAL HOURS FOR VISITOR'S INFORMATION SERVICE. April through September: Monday thru Sunday, 8:00 a.m. to 7:00 p.m. and October thru March: Monday thru Sunday, 8:00 a.m. to 5:00 p.m.

C.6. RECOGNIZED HOLIDAY. The Visitor's Center is closed on Christmas Day, December 25th. Contractor shall not provide services to the Visitor's Information Services on this date.

C.6.1. OTHER HOLIDAY. Except as described in paragraph C.6., contractor shall perform on Federal holidays. In addition, the contractor shall pay his/her employees holiday pay for the observed Federal holidays. In 2004, the contractor shall perform 366 days, since that year is Leap Year. The Federal holidays are as follows:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

C.6.2. QUALITY CONTROL/ASSURANCE.

C.6.3. QUALITY CONTROL. The contractor is responsible for the quality of work performed under this contract. The contractor shall establish and implement an inspection system in accordance with (IAW) the Inspection of Services—Fixed Price clause of this contract to ensure that all requirements of the contract are met. The contractor shall provide to the Contracting Officer a copy of the plan under which the proposed inspection system shall operate. The plan shall include, but not be limited to, the following:

C.6.4. INSPECTION SYSTEM. An inspection system covering all tasks and services required by this contract. It must specify areas to be inspected (i.e. periodic sampling of the employees regarding knowledge/skills required, proper attire, key control) on either a scheduled or unscheduled basis and titles of the individuals who shall do the inspection.

C.6.5. DEFICIENCY PREVENTION. A method of identifying deficiencies in the quality of the service performed, and their causes, before the level of performance becomes unacceptable. The periodic refresher training of personnel is required to ensure the desired level of performance is maintained.

C.6.6. INSPECTION FILES. A file of all inspections conducted by the contractor and the corrective action taken. This documentation shall be made available to the government during the term of the contract.

C.7. SAFETY.

C.7.1. SAFETY REQUIREMENTS. In performing work under this contract, the contractor shall comply with all Federal, State, and ANC safety rules and requirements and take such additional precautions as requested by the ANC Safety Manager or Contracting Officer.

C.7.2. ACCIDENT REPORTING. The contractor shall notify the ANC Safety Manager of all accidents occurring on ANC which involve contractor personnel and which results in injury or damage to contractor personnel, or to another individual, or to private property regardless of the amount, and those in which there is damage to Government property, regardless of the amount. If required by the ANC Safety manager or Contracting Officer, the contractor shall complete and submit to the Contracting Officer Representative within three (3) workdays after receipt of the request, a DA Form 285 (Army Accident Investigation Report).

C.7.3. DISTURBANCES/BOMB THREATS. The contractor shall be alert to unusual or disruptive conditions occurring in ANC and shall notify the Contracting Officer Representative, Superintendent, or Deputy Superintendent promptly when such situations arise. Notification procedures and methods for handling bomb threats are provided by the Government.

C.7.4. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) CITATIONS. Citations against the contractor for noncompliance with OSHA standards are a matter for resolution between the contractor and the Department of Labor. An exception to this occurs when Government-furnished facilities or property are the basis for the citation.

C.7.5. SAFETY PLAN. The contractor shall prepare and submit to the Contracting Officer, for approval, a safety plan designed to provide a safe work environment for contractor personnel and for visitors in the general vicinity of the contractor's facilities; and provide for the protection of Government property and facilities assigned to the contractor. This plan shall be submitted two weeks after commencement of work under this contract.

C.7.6. LOST AND FOUND PROPERTY. The contractor shall turn into the Contracting Officer Representative, no later than the following workday, any articles of Government property found; after 60 days, any personal property found by contractor employees or ANC visitors. Any personal property that has identification as to the owner should be turned into the Contracting Officer Representative within two (2) workdays. Also, the contractor shall provide a list indicating the name of the person who found the items, the date, and its location when found.

C.7.7. KEY CONTROL. The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the Government are not lost, misplaced, duplicated, or used by unauthorized persons. Prior to commencement of contract performance, the contractor shall prepare and present to the Contracting Officer, for approval, his/her procedures for control of Government furnished keys. Such procedures shall provide for turn-in of any issued keys by personnel who no longer require access to locked areas.

C.7.8. The contractor shall report the loss or duplication of any Government-furnished key to the Contracting Officer or Contracting Officer Representative immediately upon becoming aware of such occurrence.

C.7.9. In the event keys are lost or duplicated, the Government shall re-key or replace the affected lock or locks. When the replacement or locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of lock or locks may be deducted from the monthly payment due.

C.7.10. The contractor shall not permit the keys issued by the Government to be used by any persons other than the contractor's employees. The contractor shall not permit the opening of locked areas or to permit entrance of persons other than contractor's employees engaged in the performance of assigned work or personnel authorized entrance by the Contracting Officer.

C.7.11. CONTRACTOR ADVERTISEMENT.

C.7.12. RELEASE OF NEWS INFORMATION. News release (including photographs and films, public announcements, or denial or confirmation of same) of any part of the subject matter of this contract or any phase of any program hereunder shall not be made without the prior written approval of the Contracting Officer Representative (COR) or his Alternate Contracting Officer Representative (ACOR).

C.7.13. CONTRACTOR AREA SIGNS AND OTHER IDENTIFICATION. Signs identifying the contractor's Government-furnished work areas will be provided and placed by the Government. No other signs will be placed by the contractor on, or in, the Government-furnished work areas except for those signs, posters, etc. required by this contract or other government agency, i.e. Department of Labor, OSHA. Appropriate areas for display will be coordinated with the Contracting Officer Representative.

C.7.14. GOVERNMENT-OWNED PROPERTY. Section C3 outlines the government-owned property that will be furnished to the contractor. In addition to the specific conditions stated in C.3 relative to Government-furnished property, the following conditions apply:

C.7.15. GOVERNMENT ACCESS. The contractor shall make any Government-furnished facilities, publications, equipment and records available for inspections, surveys, accomplishment of fire protection service, maintenance, or repairs by authorized Government or other persons contracted by the Government for such purposes.

C.7.16. GOVERNMENT USE. Provided it does not interfere with the contractor's performance of service under this contract, the Government shall have the right to use any Government-furnished equipment, publications or records to monitor or inspect the contractor's performance. The contractor will be relieved of any responsibility for loss or damage occurring while Government property furnished to the contractor is in the temporary possession of Government personnel, provided such loss or damage is not due to the deliberate or negligent act of the contractor.

C.7.17. MEDICAL TREATMENT. Medical facilities are not available for use by the contractor on ANC. The contractor is responsible for providing any medical treatment to their employees. In the event that such treatment should ever be provided at a Government medical treatment facility, the total cost of such treatment to the contractor's employees may be deducted from payments to the contractor under this or any other contract the contractor may have with the Government.

C.8. CONTRACTOR RESPONSIBILITY.

C.8.1. TRANSITION PLAN. The contractor shall develop and submit on or before contract start date a Management Transition Plan to enable the contractor to be fully operational on contract

start date. The contractor shall conduct an orderly transition from contractor operation to full contractor performance and operation on contract start date. On contract start date, the contractor shall ensure the facilities are staffed to commence full performance. Implementation of the transition plan shall be at no additional cost to the Government.

C.9. TRAINING OF EMPLOYEES

C.9.1. TRAINING CURRICULUM. The contractor shall provide, at no cost to the Government, all training needed to ensure that employees assigned to Arlington National Cemetery are fully knowledgeable of Arlington National Cemetery operations and are able to furnish timely and accurate information and assistance. As a minimum, contractor training shall include the following: Methods for dealing with the public in a tactful and courteous manner; discussion of the significance of Arlington National Cemetery to the nation; methods of crowd control; cemetery history, cemetery roadways and walkways, and cemetery burial sections; historical sites and burial locations of historical figures at Arlington National Cemetery; historical and public-interest sites in the metropolitan area and directions to these sites; reading and understanding the Arlington National Cemetery funeral schedule and ceremony schedule; procedures for handling lost and found persons/property, requesting emergency medical/police assistance; cemetery hours of operation for visitors and government personnel; times for Tomb Guard changes and the dates during the year the times are changed; current cost for visitor parking at the paid parking facility; issuing passes to visitors, retrieving grave location information, issuing parking validation passes, Tourmobile prices and operating hours within Arlington National Cemetery, and the management structure at Arlington National Cemetery. The training shall also emphasize the importance for employees to always project a favorable image, both by personal appearance and actions. Under no circumstances will they use rude or intemperate language in dealing with the visiting public.

C.9.2. TRAINING SESSIONS. An initial training session shall be conducted at the beginning of the contract to all employees. All employees should participate in periodic training refresher classes at least once every 6 months after the initial session. All NEW employees (those that did not receive the initial training) should receive the same training within 14 days of their employment. The Contractor shall provide a training session attendance sheet to the COR, within 24 hours of completion.

C.9.3. STANDARD OPERATING PROCEDURES MANUAL. All information presented in the training session shall be available to each employee in a desk reference manual, which shall be kept in the information office area. The manual shall be reviewed for changes and updates on a monthly basis. The KO or COR will review the manual periodically for accuracy and suggest revisions.

C.9.4. LAW ENFORCEMENT AND CRIMINAL PROCEDURES. The contractor shall provide all available information to assist military and civilian authorities in law enforcement and criminal proceedings.

C.10. DEFINITIONS AND ACRONYMS

C.10.1 STANDARD DEFINITIONS. The Federal Acquisition Regulation (FAR), Dictionary of U.S. Army Terms (AR 310-25), and Authorized Abbreviations and Brevity Codes (AR 320-50), are the references for definitions and acronyms not listed below.

C.10.2. COLUMBARIUM. Structure containing niches for the inurnment of cremated remains.

C.10.3. CONTRACT INSPECTION REPORT (CIR). A written explanation by the contractor of deficiencies in the quality of services provided by the contractor. Format for the CIR is to be developed by the contractor.

C.10.4. CONTRACTING OFFICER (KO). Any person who, either by virtue of his position or appointment in accordance with procedures prescribed by FAR, is currently a KO with the authority to enter into and administer contracts and make determinations and findings with respect thereto, or with any part of such authority.

C.10.5. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An individual appointed in writing by the KO to perform expressed contract administration functions in accordance with the FAR.

C.10.6. CONTRACTOR. As used herein, this may designate either the contractor or any individual designated by the contractor to act in the capacity of the contractor.

C.10.7. CUSTOMER COMPLAINT. An inspection method that is initiated by receipt of customer complaints concerning the contractor's performance.

C.10.8. DAMAGE. A condition that impairs either value or use of an article; may occur in varying degrees. Property may be damaged in appearance or in expected useful life without rendering it unserviceable or less useful.

C.10.9. DEFECTIVE SERVICE. A departure from established standards, which will, or is likely, to reduce the value of the service rendered, or is in noncompliance with specific requirements.

C.10.10. FAIR WEAR AND TEAR. The loss of impairment of appearance, effectiveness, worth, or utility of an item that has occurred solely because of normal and customary use of the item for its intended purpose.

C.10.11. FISCAL YEAR (FY). A period of 12 months beginning October 1 and ending September 30 of the following year. The fiscal year is designated by the calendar year in which it ends.

C.11. GOVERNMENT. The United States of America, or any agency thereof.

C.11.1. GOVERNMENT-FURNISHED PROPERTY/FACILITY. Property/facility in the possession of or acquired directly by the Government and subsequently delivered or otherwise made available to the contractor.

C.11.2. GOVERNMENT PROPERTY ADMINISTRATOR. An authorized representative of the KO appointed in writing to administer the contractor's requirements and obligations relative to Government-furnished property.

C.12. HAND RECEIPT. A signed document acknowledging acceptance and responsibility for property listed therein on a loan basis.

- C.12.1. **NONDUTY DAY.** Those days in which the contractor is not required to have personnel available for regularly scheduled tasks in a particular functional area.
- C.12.2. **NONDUTY HOURS.** Those hours that the contractor is not required to have personnel available for regularly scheduled tasks in a particular functional area.
- C.12.3. **NORMAL DUTY DAY.** Those days in which the contractor schedules contractor employees in each functional area in order to complete requirements of the contract. Normal duty days shall, as a minimum, include the schedule requirements.
- C.12.4. **NORMAL DUTY HOURS.** Those contractor employee duty hours scheduled by the contractor in order to meet the requirements of the contract for each functional area.
- C.12.5. **PRIVATELY-OWNED VEHICLE (POV).** A vehicle owned by a person or contractor and not the Government.
- C.12.6. **PROJECT MANAGER.** A representative of the contractor empowered to act for and obligate the contractor.
- C.12.7. **PROVIDE.** Furnish and install, complete in-place.
- C.12.8. **QUALITY ASSURANCE.** Those actions taken by a contractor to control the performance of services so that they meet the requirements of the SOW.
- C.12.9. **QUALITY ASSURANCE EVALUATOR.** The government representative responsible for checking contractor's performance.
- C.12.10. **QUALITY CONTROL.** Those actions taken by a contractor to control the performance of services so that they meet the requirements of the SOW.
- C.12.11. **SATISFACTORY PERFORMANCE.** Finished work produced that meets the requirements of the SOW.
- C.12.12. **SERVICEABLE.** Property which is in suitable condition for use.
- C.12.13. **SHALL.** The word "shall" is used in connection with the contractor and specifies that the provisions are binding.
- C.12.14. **SUFFICIENT.** As much as needed; equal to what is specified or required.
- C.12.15. **SUPERVISOR.** The contractor's on-site representative. The supervisor shall be delegated the authority to manage and coordinate all phases of the contract.
- C.12.16. **SUSPENSE.** The date and time the Government requires completion and submission of a required report. The date and time the Government required completion of a contracted task.
- C.12.17. **TOURMOBILE.** A privately owned and operated tour vehicle.

C.12.18. WILL. The word “will” is used to express a declaration of purpose on the part of the government.

C.12.19. WORKDAY. When used in this contract, it means a day that the ANC Administrative Services Division is open for normal business, which is Monday through Friday, 7:30 a.m. to 4:00 p.m. The Administrative Services Division is closed for all federal holidays.

C.13. ACRONYMS.

ANC	Arlington National Cemetery
AR	Army Regulation
COR	Contracting Officer’s Representative
DA	Department of the Army
DA Pam	Department of the Army Pamphlet
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
GFP	Government-Furnished Property
GPA	Government-Property Administrator
JFK	President John F. Kennedy
KO	Contracting Officer
OSHA	Occupational Safety and Health Act
POV	Privately Owned Vehicle
PWS	Performance Work Statement
RFK	Senator Robert F. Kennedy
SOW	Statement of Work
TE	Technical Exhibit
TM	Technical Manual
TUS	Tomb of the Unknown Soldier (Tomb of the Unknowns)
IAW	In Accordance With

C.13.1 GOVERNMENT-FURNISHED PROPERTY

C.13.2. GENERAL. The Government will provide the facilities, equipment, supplies, and services specified as Government-Furnished Property (GFP) in this contract.

C.13.3. TECHNICAL LIBRARY. The Government will provide a technical library at the Contracting Office for interested offeror’s. The technical library will contain mandatory and advisory directives identified in Section C.6.

C.13.4. PROPERTY.

C.13.5. ADMINISTRATION OF GOVERNMENT PROPERTY. The contractor shall establish and maintain a system to control, protect and maintain all GFP. This property control system shall be in writing and must be approved by the KO or the COR. The contractor shall submit his proposed system to the KO three (3) workdays prior to contract start date. Wear and tear is to be determined by the Government.

C.13.6. OTHER EQUIPMENT INVENTORIES. The Government will have the right throughout the duration of the contract to conduct physical inventory of all Government-owned property in the custody of the contractor.

C.14. SERVICES.

C.14.1. UTILITIES. The Government will furnish electricity, water, air conditioning (at the Visitor's Center only), and heating required for the operation of the services.

C.14.2. TELEPHONE. The Government will provide the contractor with four (4) digital telephones at the Visitor's Center for conducting business related to that part of this contract.

C.14.3. MAIL DISTRIBUTION. Reports required by this contract may be sent by the regular ANC internal mail and distribution service.

C.14.4. FACILITY AND EQUIPMENT MAINTENANCE. The Government will furnish repairs and maintenance of all Government-furnished facilities and equipment. The contractor shall notify the COR in writing when building or equipment repairs and maintenance are required.

C.14.5. INSECT AND RODENT CONTROL. The Government will provide pest control services. The contractor shall notify the COR any time insect or rodent activity or harborage is discovered.

C.14.6. JANITORIAL SERVICES AND TRASH PICKUP. The Government will provide janitorial services and trash pickup in the Visitor's Center. Trash for pickup by ANC personnel shall be placed outside the building at a location designated by the COR.

C.14.7. SECURITY POLICE AND FIRE PROTECTION. Police and fire protection on Government property will be provided by the Government. The location and telephone numbers of the police and the servicing fire department will be furnished to the contractor by the COR at contract start date.

C.14.8. PARKING. The Government will provide pre-designated spaces for contractor personnel in the ANC employees' parking lot.

C.14.9. PUBLICATIONS. The Government will furnish visitor information literature and maps for distribution to visitors. Vehicle passes will also be furnished by the Government.

C.15. CONTRACTOR FURNISHED ITEMS.

C.15.1. The contractor shall furnish all property and services not specifically identified in Section C.3 as Government-furnished but which are necessary to perform the requirements of this contract.

C.15.2. PROPERTY.

C.15.3. NAME TAG. The contractor shall provide a nametag for each employee performing services under this contract. The nametag shall reflect the employee's first name (or initial) and last name. It shall be no smaller than 1x3 inches and no larger than 2x4 inches. Lettering shall be consistent with the size of the tag, but no smaller than 3/16 inch.

C.15.4. OFFICE SUPPLIES. The contractor shall provide all expendable office supplies and materials required to perform services under this contract.

C.15.5. UNIFORMS. The contractor shall furnish uniforms for personnel assigned to work at ANC. The uniforms shall be standard for all personnel and shall consist of the following: Uniforms worn shall be identical in color and style; apparel worn by the employees shall be worn by all employees simultaneously.

A) VISITORS CENTER.

- Sport Coat or blazer (blue)
- White shirt or blouse
- Beige trousers, slacks, or skirts
- Necktie or neck scarf (color coordinated)
- Dark colored shoes (color coordinated)

C.15.6. TELEPHONE SERVICES. The contractor may install a commercial telephone for the conduct of non-government business at the Government-furnished facilities. All expenses incurred shall be the responsibility of the contractor. Upon completion or termination of this contract, the contractor shall be responsible for disconnection of the telephone services.

C.16. VISITORS CENTER INFORMATION

C.16.1. GENERAL. During the hours of operation, the contractor shall manage and operate the Arlington National Cemetery Visitors Information Center which includes the Information Booth and Information Office within the Arlington National Cemetery Visitors Center. The contractor shall provide information, guidance, and assistance to Arlington National Cemetery visitors, either in person or by telephone; issue special passes and permits, and maintain and submit records of services provided.

C.16.2. The information kiosk serves as the focal point in the Visitors Center for visitors to obtain guidance and assistance and will receive the greatest number of inquiries. To avoid backups, the services provided at this location by the contractor shall be limited to that which can be delivered promptly without the necessity to perform research or complete forms. Visitors requiring detailed instructions or assistance or completion of forms shall be referred to and served at the Information Office. The Contractor is responsible for ensuring his employees that they have Computer and automation skills for the performance of this job.

C.16.3. GENERAL INFORMATION. As required by visitors or by telephone, the contractor shall provide general information pertaining to the operations of ANC and directions to areas, facilities and services within the Visitors Center and the Cemetery. The contractor shall not attempt to respond to visitors' requests for specific information concerning requests for interment/inurnment or eligibility for, assignment of gravesites, and the scheduling of ceremonies and memorial services. The contractor shall refer visitors requesting such specific information to the appropriate ANC official. The Government will provide to the contractor, on contract start date, a listing by subject matter and the name, location, and telephone number of the appropriate ANC official to which visitors requesting specific information should be referred. Examples of general information the contractor shall provide are, but not limited to the following:

C.16.4. Hours of operation of ANC.

C.16.5. Points of interest within ANC.

C.16.6. Directions to various sites or graves.

C.16.7. Directions to facilities or services within the Visitor's Center.

C.16.8. Time and location of scheduled funeral services and where the funeral procession will begin. The government will furnish the contractor a daily funeral schedule the afternoon prior to the funeral day.

C.16.9. Ceremonial schedules. The Government will furnish the contractor with a schedule of ANC Ceremonies (TE 6) on contract start date and updated schedules thereafter.

C.16.10. Hand out the ANC Brochure or ANC Foldout.

C.16.11. GRAVE AND NICHE LOCATION. Upon request and based upon whatever information can be furnished by the visitor, the contractor shall, by searching for, receiving, and consulting the applicable DA Form 2122 (Record of Interment/Inurnment) identify the grave or niche location of the person or persons named by the visitor, annotate the location on the ANC Map or ANC Columbarium Diagram, and furnish the map or diagram, along with directions for the best route to the site, to the visitor. DA Form 2122 for interments/inurnments occurring from December 1988 are filed individually and retrieved by manual search. Some incomplete DA Form 2122's require consulting ANC Section Maps to locate the Grave Section Number. The contractor shall locate grave and niche locations by use of the above method and by the use of computer terminals and microfiche readers.

C.16.12. Unsuccessful Grave and Niche Location Searches. If after a thorough record search, the contractor is unable to identify a grave or niche location from the information provided by the ANC Administrative Office, telephone the ANC Interment Office to request a search of the Master Locator Files. If it is outside the hours of operation of the ANC Administrative Office, and the visitor desires a further search, the contractor shall enter on ANC Form 30 the information provided by the visitor, the name of the person requesting the search and, as applicable, that person's local telephone number or mailing address. The contractor shall deliver the completed ANC Form 30 to the COR not less than 0830 on the next workday.

C.16.13. Record of Grave and Niche Location Searches. The contractor shall maintain a daily record of the number of grave and niche location searches requested. The contractor shall deliver the daily records for each month to the COR not later than the 3rd workday of the following month.

C.16.14. HISTORICAL. At a minimum, knowledge of ANC walking map.

C.17. VEHICLE CONTROL.

C.17.1. Temporary Vehicle Passes. The contractor shall comply with the policies and procedures of the current ANC vehicle Control Policy in determining eligibility for and issuing temporary vehicle passes. Upon establishing visitors' eligibility, the contractor shall obtain the

necessary information from the applicant to complete ANC Form 10 (Temporary Pass Daily Log) complete and issue, according to the applicant's qualifications, the ANC Form 716 (ANC Vehicle Pass) or the ANC Handicapped Parking Permit (IDPS-263) mark the location of and directions to the sites to be visited on the ANC map and give it to the visitor; and verbally advise the applicant of the restricted parking areas appropriate to the type of pass issued. The contractor shall maintain the Temporary Pass Daily Log on a daily basis and deliver the daily logs completed each month to the COR not later than the 3rd workday of the following month. The Government will provide forms once contract award has been made.

C.17.2. Parking Validation. The contractor shall issue parking validation cards in accordance with the Vehicle Control Policy. The contractor shall date, time stamp and initial the card. Cards shall be issued only to those visitors utilizing the ANC parking facility and who have been issued a Temporary Vehicle Pass or Handicapped Parking Permit to visit the gravesite.

C.17.3. Complimentary Tourmobile Tickets. For those passengers in commercial tour vehicles qualifying for complimentary Tourmobile tickets in accordance with the contractor shall require and assist the tour escort in completing ANC Form 67 (Request for Complimentary Tourmobile Tickets) review the form for completeness and establish the eligibility of the persons listed, approve the application; and direct the applicant to where tickets may be obtained. The Government will furnish to the contractor, on contract start date, a logbook to record the issuance of ANC Form 67. The contractor shall maintain the logbook and make it available for inspection by the COR (or another Government official designated by the KO) upon request.

C.17.4. Permanent Vehicle Pass Application. The contractor shall provide ANC Form 12 (Application for Permanent Pass) to visitors requesting a permanent vehicle pass; assist them in its completion; review the form for completeness; and accept the completed form for delivery to the ANC action office. The contractor shall deliver completed ANC Form 12 to the COR not later than 0830 of the next workday.

C.17.5. Extraordinary Circumstances. The ANC Vehicle Control Policy states the Visitors Center Supervisor, or other named ANC officials, will under extraordinary circumstances, authorize issuance of temporary passes to disabled people, disabled commercial tour vehicles. Disagreements with the ANC parking policy will be referred to the Cemetery Administrator, or other named ANC officials. Contractor personnel shall seek approval or make referrals to the contractor's project manager, who will relay referral to the proper ANC official.

C.18. DISCREPANCIES FOUND AT GRAVE OR NICHE SITES. The contractor shall complete ANC Form 30 (Discrepancies, Graves and Headstones) when a visitor, either in person or by phone, reports that discrepancies were noted at a gravesite. The completed form shall be delivered to the COR not later than 0830 the next workday. If the contractor determines that the discrepancy is of a critical or emergency nature, the contractor shall telephonically report the discrepancy to the COR and submit the completed ANC Form 30 to the COR the next workday.

C.18.1. RECORDS MAINTENANCE. The contractor shall maintain files of all correspondence, records, and reports prepared by the contractor, which pertain to this contract. The contractor shall make all records, logs, ledgers, and files pertaining to the performance of this contract available for review by any agency or individual authorized access by the KO or his representative. Such records and files are and shall remain the property of the Government.

C.18.2. DA Forms 2122 (Record of Interment/Inurnment). The files of DA Forms 2122 at the ANC Visitors Information Center, either recorded on microfiche or on individual cards, will become the responsibility of the contractor on the contract start date. New DA Forms 2122, prepared as interment and inurnments occur, will be provided to the contractor by the COR. The contractor shall maintain the accuracy of the filing system for the files provided and shall file new DA Forms 2122 on the same day they are received from the COR.

C.19. GOVERNMENT OWNED PROPERTY. The contractor shall notify the COR immediately when Government-furnished property becomes unserviceable, lost, damaged or destroyed. If required by the COR, the contractor shall initiate a Report of Survey within five (5) workdays after receipt of request, stating all pertinent information concerning the incident. Unserviceable property shall be turned into the Government for proper disposition.

C.19.1. The contractor shall be responsible for the cost of repairing or replacing any Government furnished equipment that is damaged due to contractor negligence, as determined by the Contracting Officer Representative.

C.19.2. HANDLING VISITOR(S) EMERGENCIES.

C.19.3. In the event of an accident, illness, or injury, contractor personnel shall, in sequence, take the following actions:

C.19.4. Dial 911 and request assistance. The information guide calling in for assistance should be prepared to give the visitor's approximate age and complaint (i.e. nauseous, dizzy, or unconscious).

C.19.5. Notify the COR and the ANC Safety Manager after calling the Rescue Squad.

C.19.6. REPORTING FIRES.

C.19.7. In the event of a fire, the contractor shall, in sequence, take the following action:

C.19.8. Immediately call the fire department and request assistance.

C.19.9. Notify the Superintendent of ANC, the COR, and the Safety Manager immediately by radio or telephone of the incident.

C.20. APPLICABLE PUBLICATIONS.

C.20.1. GENERAL. Documents applicable to this contract are listed below. The use of all documents is required to accomplish the requirements of this contract. Appointment may be made by the contractor to view the following publications by contacting the Contracting Officer Representatives.

C.20.2. APPLICABLE PUBLICATIONS.

NUMBER	TITLE
AR 190-13	The Army Physical Security Program

AR 290-5	Army National Cemeteries
AR 310-50	Authorized Abbreviations, Brevity Codes
AR 340-21	The Army Privacy Program
DOD 5500.7	Standards of Conduct for Department of Defense Personnel
DA Pam 290-5	Administration, Operation, and Maintenance of Army Cemeteries
32 CFR Part 553.22	Visitor's Rules
41 CFR Part 101.20.3	Violations of the Rules and Regulations Governing Public Buildings and Grounds
Unnumbered	ANC Vehicle Control Policy
Unnumbered	Building Fire Plan

QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
VISITOR INFORMATION

1. QUALITY ASSURANCE SURVEILLANCE PLAN. This Quality Assurance Surveillance Plan (QASP) has been developed to implement Performance-Based Service Contracts (PBSC). It is designed to provide effective and systematic surveillance methods for monitoring contractor performance for each specific task as listed on the Performance Work Statement (PWS).

1.1 Where appropriate, methods for administering and evaluating services not included in the Performance Work Statement are to be developed by the Quality Assurance Personnel (QAP).

1.2 Any nonconformance with contract requirements is a "defect." The term "defective" is used in reference to a service output in the Performance Work Statement that does not meet the output's associated standard.

1.3 The QASP provides a systematic method to evaluate the services the contractor is required to furnish and not the details of how the contractor accomplishes the work. The plan uses a combination of surveillance methods, which adequately assures the government of the contractor's performance.

1.4 This QASP is based on the premise that the contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The Performance Work Statement recognizes that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate quality control plan will allow the contractor to operate within specified performance requirements. QAPs are to be objective, fair, and consistent in evaluating contractor performance against the performance objects.

HOW TO USE THE SURVEILLANCE PLAN

2. QUALITY ASSURANCE EVALUATOR SCHEDULE. The QAP will develop a monthly surveillance schedule based on this surveillance plan's requirements. The monthly schedule will be completed not later than the last workday of the preceding month. Copies of the schedule shall be sent to the contract administrator. The schedule shall be marked "FOR OFFICIAL USE ONLY" and shall not be shown to the contractor.

2.1 For tasks surveyed by random sampling procedures, random selection must be generated by either a statistically valid computer program, or by using a random number table.

2.2 When selecting random samples, the number of selections should exceed the required sample size by at least 10 percent to allow for situations where a selected sample cannot be evaluated. Replacement samples must be used in the order drawn.

2.3. Changes to the monthly surveillance schedule will be posted weekly and copies sent to the contract administrator. Include documentation of the reasons for the changes.

3. ACTUAL SURVEILLANCE. Actual surveillance should be comparable to the monthly schedule. Services shall have the results of the surveillance documented on the appropriate surveillance activity checklist, customer complaint form, or locally developed inspection logs.

3.1 It is essential that the exact number of scheduled inspections be accomplished to maintain an effective quality assurance system.

3.1.1 If less than the required number of inspections are made or inspections are made outside the randomly selected sample, the ability to project from random sample results to lot results is destroyed. If this should occur, document the reasons the inspections were missed and consider the missed inspections acceptable. This alternative increases the Government's risk of accepting a defective lot.

4. RANDOM SAMPLING SURVEILLANCE. When random sampling is the method of surveillance, record the results of the inspection on the appropriate surveillance activity checklist or locally developed inspection logs. These documents then become the official record of the contractor's performance.

4.1 When a surveillance observation results in an unacceptable rating recorded on the front of the checklist, the specific reason for the unacceptable performance must be recorded on the back or the remarks section of the of the checklist.

4.2 The contractor shall immediately correct, if required, all defects detected during surveillance by the QAP. Any defects corrected by the contractor shall still count as defects, as the sample statistically represents overall performance of the lot not inspected.

4.3 During the month the QAP may receive customer complaints about the quality of the service or may observe unacceptable performance by the contractor other than during a sample observation. These complaints and observations will be noted and should reinforce the accuracy of the sample results, but they will not be counted as a defect. Only defects discovered during sample observations will be counted when sampling is the method of surveillance. Only one surveillance method may be used during an inspection period to cause less than maximum payment for the listed service.

4.4 If the number of defects recorded on the inspection checklist exceeds the Performance Requirement, the QAP will determine the possible cause of this unacceptable performance. If any government action or lack of action caused unacceptable performance, these defects shall not be counted. Any determination as to the reasons for the defects will not be shared with the contractor. The contractor is responsible for management and quality control actions to meet the terms of the contract.

4.5 If performance is judged defective for the performance period, the QAP will prepare a Contract Discrepancy Report (CDR) and submit it, with the checklist(s) recording the unacceptable performance, to the contract administrator. This must be done not later than the fifth workday of the month following the surveillance.

5. 100 PERCENT SURVEILLANCE. The QAP must evaluate the contractor's performance each time a 100% surveillance item is performed. This will be accomplished by actual inspection or through the use of available Management Information Systems. Record the results of the inspections on the appropriate surveillance activity checklist or locally developed inspection logs. These documents then become the official record of the contractor's performance. The results of the contractor's overall performance are then evaluated to determine acceptability of the lot.

5.1 If performance is judged defective for the performance period, the QAP will prepare a Contract Discrepancy Report (CDR) and submit it, with the checklist(s) recording the unacceptable performance, to the contract administrator.

6. CUSTOMER'S COMPLAINTS. Individuals that observe unsatisfactory services, either incomplete or not performed, should immediately contact the QAP. The QAP must then observe the unsatisfactory performance and determine the validity of the complaint. Considerations for validating customer complaints are: when was the service scheduled the contract standard for the service, and timeliness of the complaint. There are a myriad of other considerations each of which must be evaluated on a case-by-case basis. When validating each customer complaint, the QAP will determine the possible cause of this unacceptable performance. If any government action or lack of action caused unacceptable performance, the complaint is not valid. Determinations as to the reasons for the deficiencies will not be shared with the contractor as the contractor must manage the corrective actions as deemed necessary to deliver the contract requirements. The QAP will notify the contractors' Contract Manager (or designated alternate) of the customer complaint and annotate the time of the notification. A periodic review of this information may indicate a need for additional customer education or the need for improved contractor performance and quality control.

6.1 The Contracting Officer will determine action(s) to take if the work continuously receives customer complaints. To aid in that decision, all completed customer complaints must be kept on file. The QAP and contract administrator will present relevant documentation to the contracting officer in preparation for remedial action.

7. INFORM CONTRACT MANAGER. The QAP must always contact the contractor's manager or on-site representative and inform the manager of discrepancies and/or concerns. There is no need to do this in writing. However, whenever possible, have the manager initial the entry on the inspection or surveillance activity checklist. When the contractor does not initial the checklist, the QAP must note on the back or in the remarks section of the checklist where the defect is recorded, the time and method of notification, and the QAP's initials.

8. REVISIONS TO QASP. Revisions to this surveillance plan are the responsibility of ANC.

Visitor Information Services

1. METHOD OF SURVEILLANCE: 100% Inspection
2. LOT SIZE FOR SAMPLING: Lot is Visitor Center information circle and office.
3. SAMPLE SIZE: N/A
4. PERFORMANCE REQUIREMENT: Performance is acceptable when 0 or fewer defects are discovered per month. Performance is unacceptable when 1 or more defects are discovered per month.
5. SAMPLING PROCEDURES: N/A
6. EVALUATION PROCEDURES: The QAP shall evaluate the contractor's performance by assessing the contractor's knowledge of common subjects and grave location accuracy, as well as ability to relay particular information in a professional manner. The ability to answer phone inquiries knowledgeably and respectfully will also be evaluated. Visitor surveys and Internet commentary will also be evaluated. Appearance will be evaluated, assuring that each employee have proper dress (uniform), as well as their tact, diplomacy and courteous attitude. Contractor location will also be assessed, assuring that all posts, visible or not, are manned at all times. Using the surveillance form and the performance objectives and regulations listed in the SOW, determine whether or not the performance objectives for the required service are being met. Record results on the inspection form, either Acceptable or Unacceptable as appropriate.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

INFORMATIONAL TEXT

FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause

(CENAB-CT MAY 1992)
(FAR 46.503)
(was246-4034)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

INFORMATIONAL TEXT

CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin 1 June 2004 or the date of contract award, whichever is later, and shall end 31 May 2005 both dates inclusive, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed 5 years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(End of Clause)

(CENAB-OC/CT JUN 01)
(FAR 12.103)
(4075)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

INFORMATIONAL TEXT
SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE FINANCE CENTER
ATTN: DISBURSING
5722 INTEGRITY DRIVE
MILLINTON, TN 28054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

Department of the Army
Baltimore District, Corps of Engineers
Attn: Katherine Welton
P. O. Box 1715
Baltimore, MD 21203-1715

End of Clause

(CENAB-CT MAY 1992)
(was0232-4028)

Section H - Special Contract Requirements

INFORMATIONAL TEXT

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. 94-2103 Rev (30) dated 3 June 2003, with all current modifications. For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/ proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(was0222-4020)

REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

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 60 days.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002

52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986

CLAUSES INCORPORATED BY FULL TEXT

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

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 60 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 5 years.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
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CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Project Manager @ \$23.22 per hour; Assistant Project Manager @ \$19.19 per hour; and shuttle bus driver @ \$15.69 per hour

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>
<http://www.dtic.mil/dfars>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

INFORMATIONAL TEXT

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC, DISTRICT-WIDE
 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 Director	Division of Wage Determinations		Wage Determination No.: 1994-2103 Revision No.: 30 Date Of Last Revision: 06/03/2003
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States: District of Columbia, Maryland, Virginia
 Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
 St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
11.18	
01012 - Accounting Clerk II	
12.74	
01013 - Accounting Clerk III	
14.30	
01014 - Accounting Clerk IV	
16.37	
01030 - Court Reporter	
16.43	
01050 - Dispatcher, Motor Vehicle	
16.09	
01060 - Document Preparation Clerk	
12.42	
01070 - Messenger (Courier)	
10.23	
01090 - Duplicating Machine Operator	
12.42	
01110 - Film/Tape Librarian	
14.65	
01115 - General Clerk I	
11.68	
01116 - General Clerk II	
13.72	
01117 - General Clerk III	
15.32	
01118 - General Clerk IV	
18.74	

01120 - Housing Referral Assistant
19.04
01131 - Key Entry Operator I
10.80
01132 - Key Entry Operator II
12.07
01191 - Order Clerk I
14.74
01192 - Order Clerk II
16.29
01261 - Personnel Assistant (Employment) I
13.05
01262 - Personnel Assistant (Employment) II
14.24
01263 - Personnel Assistant (Employment) III
16.42
01264 - Personnel Assistant (Employment) IV
19.60
01270 - Production Control Clerk
17.28
01290 - Rental Clerk
15.42
01300 - Scheduler, Maintenance
15.26
01311 - Secretary I
15.26
01312 - Secretary II
16.56
01313 - Secretary III
19.04
01314 - Secretary IV
20.15
01315 - Secretary V
23.47
01320 - Service Order Dispatcher
15.44
01341 - Stenographer I
14.68
01342 - Stenographer II
16.47
01400 - Supply Technician
20.15
01420 - Survey Worker (Interviewer)
14.94
01460 - Switchboard Operator-Receptionist
10.96
01510 - Test Examiner
16.56
01520 - Test Proctor
16.56
01531 - Travel Clerk I
11.63
01532 - Travel Clerk II
12.49
01533 - Travel Clerk III
13.41
01611 - Word Processor I
11.80

01612 - Word Processor II
14.22
01613 - Word Processor III
16.65
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
12.86
03041 - Computer Operator I
14.30
03042 - Computer Operator II
15.82
03043 - Computer Operator III
18.60
03044 - Computer Operator IV
20.44
03045 - Computer Operator V
22.94
03071 - Computer Programmer I (1)
19.64
03072 - Computer Programmer II (1)
23.05
03073 - Computer Programmer III (1)
26.99
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
27.62
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
14.30
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
22.73
05010 - Automotive Glass Installer
17.88
05040 - Automotive Worker
17.88
05070 - Electrician, Automotive
18.95
05100 - Mobile Equipment Servicer
15.69
05130 - Motor Equipment Metal Mechanic
19.98
05160 - Motor Equipment Metal Worker
17.88
05190 - Motor Vehicle Mechanic
20.07
05220 - Motor Vehicle Mechanic Helper
16.81
05250 - Motor Vehicle Upholstery Worker
17.88
05280 - Motor Vehicle Wrecker
17.88
05310 - Painter, Automotive
18.95

05340 - Radiator Repair Specialist
17.88
05370 - Tire Repairer
14.43
05400 - Transmission Repair Specialist
19.98
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
9.01
07010 - Baker
11.87
07041 - Cook I
10.93
07042 - Cook II
12.46
07070 - Dishwasher
9.22
07130 - Meat Cutter
16.07
07250 - Waiter/Waitress
8.59
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
18.05
09040 - Furniture Handler
12.55
09070 - Furniture Refinisher
18.05
09100 - Furniture Refinisher Helper
13.85
09110 - Furniture Repairer, Minor
16.01
09130 - Upholsterer
18.05
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
9.67
11060 - Elevator Operator
9.79
11090 - Gardener
12.98
11121 - House Keeping Aid I
9.13
11122 - House Keeping Aid II
9.39
11150 - Janitor
10.12
11210 - Laborer, Grounds Maintenance
10.75
11240 - Maid or Houseman
9.28
11270 - Pest Controller
12.44
11300 - Refuse Collector
10.88
11330 - Tractor Operator
12.73
11360 - Window Cleaner
10.51

12000 - Health Occupations
12020 - Dental Assistant
15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
13.08
12071 - Licensed Practical Nurse I
14.63
12072 - Licensed Practical Nurse II
16.42
12073 - Licensed Practical Nurse III
18.38
12100 - Medical Assistant
12.94
12130 - Medical Laboratory Technician
15.32
12160 - Medical Record Clerk
13.60
12190 - Medical Record Technician
14.97
12221 - Nursing Assistant I
8.46
12222 - Nursing Assistant II
9.52
12223 - Nursing Assistant III
11.94
12224 - Nursing Assistant IV
13.40
12250 - Pharmacy Technician
11.84
12280 - Phlebotomist
11.21
12311 - Registered Nurse I
24.00
12312 - Registered Nurse II
26.70
12313 - Registered Nurse II, Specialist
26.70
12314 - Registered Nurse III
34.48
12315 - Registered Nurse III, Anesthetist
34.48
12316 - Registered Nurse IV
41.33
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
18.95
13011 - Exhibits Specialist I
17.98
13012 - Exhibits Specialist II
22.48
13013 - Exhibits Specialist III
27.29
13041 - Illustrator I
18.73
13042 - Illustrator II
23.42
13043 - Illustrator III
28.82

13047 - Librarian
22.33
13050 - Library Technician
16.28
13071 - Photographer I
13.93
13072 - Photographer II
15.64
13073 - Photographer III
19.56
13074 - Photographer IV
24.08
13075 - Photographer V
26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
8.71
15030 - Counter Attendant
8.71
15040 - Dry Cleaner
9.94
15070 - Finisher, Flatwork, Machine
8.71
15090 - Presser, Hand
8.71
15100 - Presser, Machine, Drycleaning
8.71
15130 - Presser, Machine, Shirts
8.71
15160 - Presser, Machine, Wearing Apparel, Laundry
8.71
15190 - Sewing Machine Operator
10.67
15220 - Tailor
12.43
15250 - Washer, Machine
9.31
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
18.95
19040 - Tool and Die Maker
23.05
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
19.38
21020 - Material Coordinator
17.12
21030 - Material Expediter
17.12
21040 - Material Handling Laborer
11.50
21050 - Order Filler
13.21
21071 - Forklift Operator
14.58
21080 - Production Line Worker (Food Processing)
14.08
21100 - Shipping/Receiving Clerk
13.09

21130 - Shipping Packer
13.02
21140 - Store Worker I
9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
13.01
21210 - Tools and Parts Attendant
16.99
21400 - Warehouse Specialist
15.76
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
22.24
23040 - Aircraft Mechanic Helper
14.71
23050 - Aircraft Quality Control Inspector
23.43
23060 - Aircraft Servicer
17.82
23070 - Aircraft Worker
18.09
23100 - Appliance Mechanic
18.95
23120 - Bicycle Repairer
14.43
23125 - Cable Splicer
22.51
23130 - Carpenter, Maintenance
18.95
23140 - Carpet Layer
17.61
23160 - Electrician, Maintenance
22.59
23181 - Electronics Technician, Maintenance I
16.88
23182 - Electronics Technician, Maintenance II
21.92
23183 - Electronics Technician, Maintenance III
23.87
23260 - Fabric Worker
16.55
23290 - Fire Alarm System Mechanic
19.98
23310 - Fire Extinguisher Repairer
15.69
23340 - Fuel Distribution System Mechanic
20.93
23370 - General Maintenance Worker
17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic
19.25
23430 - Heavy Equipment Mechanic
19.98
23440 - Heavy Equipment Operator
20.28
23460 - Instrument Mechanic
19.98
23470 - Laborer
11.79

23500 - Locksmith
18.95
23530 - Machinery Maintenance Mechanic
20.51
23550 - Machinist, Maintenance
21.52
23580 - Maintenance Trades Helper
14.54
23640 - Millwright
19.70
23700 - Office Appliance Repairer
18.95
23740 - Painter, Aircraft
21.29
23760 - Painter, Maintenance
18.95
23790 - Pipefitter, Maintenance
20.94
23800 - Plumber, Maintenance
19.86
23820 - Pneudraulic Systems Mechanic
19.98
23850 - Rigger
19.98
23870 - Scale Mechanic
17.88
23890 - Sheet-Metal Worker, Maintenance
19.98
23910 - Small Engine Mechanic
20.05
23930 - Telecommunication Mechanic I
19.41
23931 - Telecommunication Mechanic II
20.45
23950 - Telephone Lineman
20.93
23960 - Welder, Combination, Maintenance
19.98
23965 - Well Driller
19.98
23970 - Woodcraft Worker
19.98
23980 - Woodworker
15.32
24000 - Personal Needs Occupations
24570 - Child Care Attendant
11.37
24580 - Child Care Center Clerk
15.86
24600 - Chore Aid
8.86
24630 - Homemaker
16.45
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
22.20
25040 - Sewage Plant Operator
19.52

25070 - Stationary Engineer
22.20
25190 - Ventilation Equipment Tender
13.85
25210 - Water Treatment Plant Operator
19.72
27000 - Protective Service Occupations
(not set) - Police Officer
21.76
27004 - Alarm Monitor
15.26
27006 - Corrections Officer
17.69
27010 - Court Security Officer
19.46
27040 - Detention Officer
18.29
27070 - Firefighter
19.72
27101 - Guard I
9.51
27102 - Guard II
12.53
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
16.76
28020 - Hatch Tender
16.76
28030 - Line Handler
16.76
28040 - Stevedore I
15.76
28050 - Stevedore II
17.78
29000 - Technical Occupations
21150 - Graphic Artist
20.52
29010 - Air Traffic Control Specialist, Center (2)
29.85
29011 - Air Traffic Control Specialist, Station (2)
20.59
29012 - Air Traffic Control Specialist, Terminal (2)
22.67
29023 - Archeological Technician I
15.52
29024 - Archeological Technician II
17.35
29025 - Archeological Technician III
21.51
29030 - Cartographic Technician
22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor
25.84
29040 - Civil Engineering Technician
19.56
29061 - Drafter I
13.01
29062 - Drafter II
16.29

29063 - Drafter III
18.30
29064 - Drafter IV
22.87
29081 - Engineering Technician I
16.15
29082 - Engineering Technician II
18.75
29083 - Engineering Technician III
22.54
29084 - Engineering Technician IV
25.86
29085 - Engineering Technician V
31.62
29086 - Engineering Technician VI
38.26
29090 - Environmental Technician
19.29
29100 - Flight Simulator/Instructor (Pilot)
30.54
29160 - Instructor
23.97
29210 - Laboratory Technician
16.87
29240 - Mathematical Technician
23.39
29361 - Paralegal/Legal Assistant I
18.38
29362 - Paralegal/Legal Assistant II
23.44
29363 - Paralegal/Legal Assistant III
28.68
29364 - Paralegal/Legal Assistant IV
34.69
29390 - Photooptics Technician
22.87
29480 - Technical Writer
25.08
29491 - Unexploded Ordnance (UXO) Technician I
18.97
29492 - Unexploded Ordnance (UXO) Technician II
22.96
29493 - Unexploded Ordnance (UXO) Technician III
27.51
29494 - Unexploded (UXO) Safety Escort
18.97
29495 - Unexploded (UXO) Sweep Personnel
18.97
29620 - Weather Observer, Senior (3)
21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
18.30
29622 - Weather Observer, Upper Air (3)
18.30
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
15.95
31260 - Parking and Lot Attendant
8.62

31290 - Shuttle Bus Driver
12.94
31300 - Taxi Driver
10.99
31361 - Truckdriver, Light Truck
12.37
31362 - Truckdriver, Medium Truck
15.72
31363 - Truckdriver, Heavy Truck
18.40
31364 - Truckdriver, Tractor-Trailer
18.40
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
9.33
99030 - Cashier
8.53
99041 - Carnival Equipment Operator
11.78
99042 - Carnival Equipment Repairer
12.69
99043 - Carnival Worker
7.93
99050 - Desk Clerk
9.78
99095 - Embalmer
19.04
99300 - Lifeguard
9.97
99310 - Mortician
22.94
99350 - Park Attendant (Aide)
12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
9.81
99500 - Recreation Specialist
15.94
99510 - Recycling Worker
14.06
99610 - Sales Clerk
10.49
99620 - School Crossing Guard (Crosswalk Attendant)
11.37
99630 - Sport Official
11.24
99658 - Survey Party Chief (Chief of Party)
16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
15.60
99660 - Surveying Aide
10.20
99690 - Swimming Pool Operator
13.54
99720 - Vending Machine Attendant
10.43
99730 - Vending Machine Repairer
13.54
99740 - Vending Machine Repairer Helper
11.02

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.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual 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

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names,"

or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

- (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) United States person is defined in 50 U.S.C. App. 2415(2) and means--
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

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

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, state, or local) 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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110

(2) The small business size standard is \$6,000,000.00

(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.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

___ Individual/concern, other than one of the preceding.

(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 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; or

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

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

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

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

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

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

() (2) The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price service contract resulting from this solicitation.

(End of clause)

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

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

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>
<http://www.dtic.mil/dfars>

(End of provision)

INFORMATIONAL TEXT

1.0 PROPOSAL SUBMITTAL INSTRUCTIONS:

- (iv) General: In response to this solicitation, offerors are required to submit technical, cost and

subcontracting proposals in accordance with the instructions contained herein. The significant features of the work of this Request for Proposal include Arlington National Cemetery which is America's most sacred shrine honoring those who have served in the United States Armed Forces. It receives over 4.5 million visitors, conducts over 6,000 funerals and hosts over 3,000 ceremonies each year. It is the site for visits by the President of the United States and foreign Heads of State and other national and international dignitaries. The contractor shall provide all personnel, supervision, and materials to provide daily visitors services at the Visitors Center. This includes telephone inquiries, issuing passes, researching grave locations, and providing general information to those visitors touring the cemetery or attending funerals or ceremonial events.

It is the intent of the Government to seek proposals from qualified offerors with experience in the significant features of this Request for Proposal who can demonstrate an above average performance history in projects of this type. The successful offeror will be selected based on the "Best Over-All Value to the Government." Proposals will be evaluated on their own merit based upon the criteria factors listed in a descending order of importance in paragraph 3 below.

1.2. Source Selection: This source selection may result in award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall technical approach, and/or the past performance of the higher priced offer outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgement, will base the source selection decision on a tradeoff analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

1.3. Format: Each offeror is required to submit a proposal consisting of the following volumes:

- Volume I – Technical Proposal (original plus 4 copies)
- Volume II – Cost Proposal (original plus 1 copy)
- Volume III – Subcontracting Proposal (original plus 1 copy)

All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified in paragraph 1.5, below.

1.4. Submissions: Proposal submissions shall be marked:

- Date of Opening: 10May 2004
- Time of Opening: 11:00 AM
- Proposal for: W912DR-04-R-0032

1.5. Page Limits: The following page limits shall apply, which do not include title sheets, indices, tables of content, schedules, or cover sheets:

Volume I – Technical Proposal: 100 pages, maximum
Volume II – Cost/Price Proposal (Section 00010, and Section 00600, Representation and Certifications)
Volume III – Subcontracting Proposal

A page printed on both sides shall be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with a minimum 12 point font and one inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.6. Where To Submit Proposal: Offerors shall submit their proposals to the US Army Corps of Engineers, 10 S. Howard St., Suite 7000, Baltimore, MD 21203-1715 no later than the time and date specified on Standard Form 1442, Block 13.

SERVICE OF PROTEST

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

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

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

End of Clause

(CENAB-CT APR 97)
(FAR 52. 233-0002)
(was 233-4041)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

INFORMATIONAL TEXT1.1 EVALUATION PROCESS:

1.1. Proposal Compliance Review. This review will assure that all required forms and certifications are complete and that the technical, price and subcontracting proposals have been received. Offerors are advised that the evaluation and ratings of all proposals will be conducted in strict confidence.

1.2. Technical Qualifications. Volume I will be reviewed, evaluated and rated by a Technical Evaluation Committee (TEC) established by the Source Selection Authority (SSA). Evaluation will be based solely on the evaluation factors identified below. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. Incomplete Proposals or the failure to submit all the data indicated below may result in a lower rating, and/or be cause for determining a proposal to be incomplete and, therefore, not considered for subsequent award.

1.3. TECHNICAL PROPOSAL

Technical proposals will be evaluated based upon the factors identified below. All factors will be rated and are listed in a descending order of importance.

FACTOR 1 – 1.1 Prime Contractor Relevant Experience

FACTOR 2 – 1.2 Prime Contractor Past Performance

FACTOR 3 – 1.3 Project Management Plan

FACTOR 4 – 1.4 Personnel Management Plan

1.4. Price/Cost. Volume II will be evaluated by a Cost Evaluation Committee (CEC) established

by the Source Selection Authority. Proposals will be evaluated utilizing price analysis techniques. Prices in an offeror's proposal and breakdown are required to be reasonable for the work to be performed and consistent with relevant elements of the technical proposals. Price will not be scored.

1.5. Trade-off Analysis. After all above evaluations are complete, the Source Selection Authority will then consider all factors to determine which offeror has the proposal that represents the best value to the Government. It is intended to award a contract to the offeror offering the most advantageous proposal to the Government considering that all the Technical Evaluation Factors are approximately equal to price.

1.6. The Government reserves the right to reject any or all proposals at any time prior to award, to negotiate with offerors in the competitive range, and to award a contract to the offeror with the most advantageous proposal.

1.7 Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms which the offeror can submit. Do not assume you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

2.0 VOLUME I - TECHNICAL PROPOSALS:

General: Through submission of the requested information detailed in the technical evaluation factors described below, the offerors are encouraged to fully elaborate on their experience in the significant features of the work of this Request for Proposal. In order to increase the Government's confidence in the offeror's ability to perform the work of this Request for Proposal in the timeframe specified, it is necessary for the offeror to demonstrate experience in similar types of construction work. It is also necessary for the offerors to demonstrate that these projects were under their control and were completed either on time or ahead of schedule.

2.1. PRIME CONTRACTOR RELEVANT EXPERIENCE

The offeror's relevant experience will be evaluated based on the offeror's ability to execute the range of work required for this RFP. This project consists of operating an informational kiosk providing a wide range of information to visitors at arlington National Cemetary. The information may involve searches for gravesite locations, information pertaining to funerals or other customer service requirements.

In order to demonstrate relevant experience, it is required that the offeror provide information for a maximum of four projects, of similar size and complexity to the project in this solicitation. The information provided should include the information indicated on the "PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE" form attached to the end of Section 00100 of the Solicitation. The offeror must indicate in the project descriptions the extent of self-performed work by dollar value.

In addition to the information requested above, offerors are encouraged to provide any supplemental information to assist the Government in developing confidence in the offeror's ability complete this project on the basis of relevant experience.

2.2. PRIME CONTRACTOR PAST PERFORMANCE

The offeror shall submit performance evaluations for the relevant experience projects provided under paragraph 3.1. The submitted projects shall have at least a ‘satisfactorily’ performance rating. Submission of correspondence from project owners will suffice if performance evaluation forms are not available. For government agency projects, the offeror should submit that agency’s performance evaluation forms. The Government may contact the individuals identified by the offeror to confirm performance capabilities. The Government will use other information that is readily available to determine an offeror’s past performance, such as CCASS ratings.

2.3. PROJECT MANAGEMENT PLAN

The offeror must submit a detailed narrative on how they plan to manage the requirements for the informational kiosk.

2.4. PERSONNEL MANAGEMENT PLAN

(1) Prime Contractor Key Personnel

The offeror shall submit the names of the key personnel listed below and their roles in the management of the project. The offeror will indicate the availability of the named personnel for this project. The key personnel shall include:

- a. Project Manager: defined as the overall manager of the project. The overall project manager should have a minimum of 10 years of customer service experience.
- b. Project Superintendent: defined as the overall field manager responsible for the actual supervision. The project superintendent should have as a minimum of 10 years of relevant experience.

Each of the key personnel must be regularly engaged in the positions for which they are being proposed and have the experience as noted in the specifications for their specialty.

Provide individual resumes for each of the proposed key personnel highlighting specific experience and qualifications on projects of similar type, size, and technical issues. The offeror may use the “PERSONNEL” form attached to the end of Section 00100 of the Solicitation. Additional sheets may be used.

3.0 VOLUME II – COST PROPOSAL:

3.1. PRICE PROPOSAL. Placed in a separate envelope.

3.2. Price – The offeror shall submit their price proposal on Standard Form 1442, SOLICITATION, OFFER, AND AWARD, and the PRICE SCHEDULE included in Section 00010 of this solicitation. This information will be evaluated for price reasonableness as related to the government estimate and price competitiveness.

3.3. Representations and Certifications – The offeror shall submit one completed original and two copies of Section 00600, Representations and Certifications.

4.0 EVALUATION CRITERIA:

4.1. PRIME CONTRACTOR RELEVANT EXPERIENCE

Submissions may meet this evaluation criteria by submitting the requested information. Specifically, the offeror must submit information on a maximum of four projects relevant in size and customer service requirements to the project in this solicitation. The information should include those items indicated on the “Prime Contractor/Subcontractor Experience” form.

The offeror must indicate in the project descriptions the extent of self-performed work by dollar value.

Favorable consideration will be given to those proposals that demonstrate an extensive amount of experience in this size, complexity and customer service. Submission of projects that indicate DOD or Federal experience is highly desirable.

4.2. PRIME CONTRACTOR PAST PERFORMANCE

Submissions may meet this evaluation criteria by submitting the requested information. Specifically, the offeror must submit performance evaluations on the projects noted in paragraph 3.2 above and other projects of relative size and complexity to this project. For government agency projects, the offeror should submit that agency’s performance evaluation forms. For non-government projects, the offeror may submit information supplied by the owner of the facility. The submitted projects must have a “satisfactory” performance rating.

Favorable consideration will be given for performance ratings that exceed a “satisfactory” level of performance. Submission of projects that indicate DOD or Federal experience is highly desirable. Further consideration will also be given for projects rated higher than satisfactory in the Corps of Engineers CCASS rating system.

4.3. PROJECT MANAGEMENT PLAN

The offeror’s narrative on how to manage the informational kiosk will be evaluated to determine reasonableness and understanding of the requirements of this solicitation. The offeror’s narrative may be considered to meet the requirements of this RFP if the narrative addresses the requirements of the project

Additional consideration will be given to offerors who address and demonstrate through their past experiences a thorough understanding of the contract requirements.

4.4. PERSONNEL MANAGEMENT PLAN

(1) Prime Contractor Key Personnel

Submissions may be considered as meeting the requirements of this RFP if all of the requested information is submitted. Specifically, the identification by name of the following key personnel and their availability for this project is necessary in order to meet the requirements of this RFP; Project Manager and Superintendent. The offeror shall submit resumes of the key personnel indicated. Resumes should include information demonstrating that the personnel have the required relevant experience. Resumes should include number of years of experience, position held, and any and all licenses, certifications, and professional registrations.

Each of the key personnel must be regularly engaged in the positions for which they are being proposed and have the experience as noted in Paragraph 3.4 or in the specifications for their specialty.

Favorable consideration will be given for personnel with superior qualifications or personnel that demonstrate extensive experience in the type of project noted.

PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE

Company name _____

Name of Project/Location _____

General Scope of Project and Relevance to this project _____

Owner of the Project: _____

(Note: If Government Contract, give Contract No. and Contracting Office)

Owner's P.O.C. to include Name, Address and Phone _____

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: _____

Construction Contract Completion Date: _____

Construction Contract Value at Award: _____

Construction Contract Value at Completion: _____

Extent and type of work you subcontracted out by percentage _____

Original Contract Duration: _____

Final Contract Duration: _____

Customer Satisfaction: (Attach awards, letters of appreciation or other honoraria if received)

Lost time accidents and Safety Rating: _____

Success in Commissioning Electrical, Mechanical and LAN Systems: _____

Overall Rating for Quality Control and Timeliness of Completion: _____
