

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3309-4928		PAGE 1 OF 43	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529		6. SOLICITATION ISSUE DATE 20-Nov-2003	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:		SIC: 7349 SIZE STANDARD: \$14.0		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		12. DISCOUNT TERMS	
15. DELIVER TO RE DIV MILITARY PROJECTS SUP DELL JACKSON PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-4723 FAX:		CODE E1N0900		16. ADMINISTERED BY		13b. RATING	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY 04 JANITORIAL SVCS AIR NATIONAL GUARD FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE JANITORIAL SERVICES IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATION AT THE FOLLOWING LOCATION: THE AIR NATIONAL GUARD OFFICE, 7529 OLD ALEXANDRIA FERRY ROAD, SUITE A, CLINTON, MD 20735. APPROXIMATELY 1,920 SQUARE FEET. SERVICE TO BE PERFORMED THREE (3) DAYS PER WEEK (MONDAY, WEDNESDAY AND FRIDAY EXCEPT FEDERAL HOLIDAYS). PERIOD OF PERFORMANCE: 01 DECEMBER 2003 THRU 30 SEPTEMBER 2004. \$ _____ PER MONTH. P.O.C.: DELL JACKSON (410)962-4723, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529 PURCHASE REQUEST NUMBER: W81W3G-3309-4928	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	FY 05 JANITORIAL SVCS AIR NATIONAL GUARD FFP PROVIDE JANITORIAL SERIVCES FOR THE AIR NATIONAL GUARD OFFICE IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2004 THRU 30 SEPTEMBER 2005. \$ _____ PER MONTH.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		
OPTION	FY 06 JANITORIAL SVC AIR NATIONAL GUARD FFP PROVIDE JANITORIAL SERVICES FOR THE AIR NATIONAL GUARD OFFICE IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2005 THRU 30 SEPTEMBER 2006. \$ _____ PER MONTH.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	FY 07 JANITORIAL SVCS AIR NATIONAL GUARD FFP PROVIDE JANITORIAL SERVICES FOR THE AIR NATIONAL GUARD OFFICE IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2006 THRU 30 SEPTEMBER 2007. \$ _____ PER MONTH.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FY 08 JANITORIAL SVCS AIR NATIONAL GUARD FFP PROVIDE JANITORIAL SERVICES FOR THE AIR NATIONAL GUARD OFFICE IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2007 THRU 30 SEPTEMBER 2008. \$ _____ PER MONTH.	1	Lump Sum		

NET AMT

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2003 TO 30-SEP-2004	N/A	RE DIV MILITARY PROJECTS SUP DELL JACKSON PO BOX 1715 BALTIMORE MD 21203-1715 410-962-4723 FOB: Destination	E1N0900
0002	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0003	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0004	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0005	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997

52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of provision)

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

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

Technical capability; price; past performance and small disadvantaged business participation are factors which shall be evaluated by the Contracting Officer and the Enduser.

Technical and past performance, when combined, are factors which shall be evaluated by the Contracting Officer and the Enduser.

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- 50 or fewer \$1 million or less
- 51 - 100 \$1,000,001 - \$2 million
- 101 - 250 \$2,000,001 - \$3.5 million
- 251 - 500 \$3,500,001 - \$5 million
- 501 - 750 \$5,000,001 - \$10 million
- 751 - 1,000 \$10,000,001 - \$17 million
- Over 1,000 Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.

 Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all

reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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

(x) 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, 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.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) 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.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 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)

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 30 September 2008.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

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

(2) The small business size standard is \$14,000,000 (insert size standard).

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

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

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

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

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

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

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.222-42 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

Janitor @ \$10.12 per hour.

(End of clause)

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

Funds are not presently available for performance under this contract beyond 30 September 2004. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of provision)

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>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(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)

SOW
THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE.

THE ESTIMATED COST OF THE PROPOSED PROCUREMENT IS UNDER \$25,000.00.

SIZE STANDARD FOR SMALL BUSINESS QUALIFICATION - STANDARD FOR WHICH IS A CONCERN INCLUDING ITS' AFFILIATES, HAVING AN AVERAGE ANNUAL SALE OR RECEIPTS FOR ITS' PRECEDING THREE FISCAL YEARS NOT IN EXCESS OF \$14.0 MILLION. STANDARD INDUSTRIAL CLASSIFICATION IS 7349 - MAINTENANCE SERVICES (JANITORIAL)

WOMEN-OWNED BUSINESS

Women-Owned," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of Provision)

NOTICE

IF THE CONTRACTING OFFICER PROCEEDS WITH THE SMALL BUSINESS-SMALL PURCHASE SET-ASIDE AND RECEIVES A QUOTATION FROM ONLY ONE RESPONSIBLE SMALL BUSINESS CONCERN AT A REASONABLE PRICE, THE CONTRACTING OFFICER SHALL MAKE AN AWARD TO THAT CONCERN. HOWEVER, IF THE CONTRACTING OFFICER DOES NOT RECEIVE A REASONABLE QUOTATION FROM A RESPONSIBLE SMALL BUSINESS CONCERN, THE CONTRACTING OFFICER

MAY CANCEL THE SMALL BUSINESS-SMALL PURCHASE SET-ASIDE AND COMPLETE THE PURCHASE ON AN UNRESTRICTED BASIS.

FAR 13.105 (d)(3))

The following addresses awards of janitorial contracts to the spouses of recruiters/commanding officers at recruiting stations. It is the opinion of our District Counsel that the award of such contracts are in derogation of the FAR (Federal Acquisition Regulation) and DOD Directive 5500.7R JER (Joint Ethic Regulation) Dated: 30 August 1993. FAR 3.601 forbids a contracting officer from knowingly awarding a contract to a Government employee. DOD Directive 5500.7R, Section 2635.402 (b) (2), states that the private financial interest of a spouse, dependent child, and any household members are treated as private financial interest of DA personnel. The stated reason for both the FAR provision and the DOD Directive is to avoid any conflict of interest that might arise between the employees' interests and their Government duties, and to avoid the appearance of favoritism or preferential treatment by the Government toward its' employees. Accordingly, award of these contracts to family members of recruiters/commanding officers would at least give the appearance of a conflict of interest. Any known instance of any such award shall be brought to the attention of the Contracting Division, ATTN: Acquisition Branch, P.O. Box 1715, Baltimore, Maryland 21203-1715.

SUPPLIES TO BE FURNISHED BY THE CONTRACTOR:

TOILET TISSUE, PAPER TOWELS, SOAP AND TRASH CAN LINERS

ATTACHMENTS:

1. STATEMENT OF WORK
2. WAGE DETERMINATION DECISION NO. 94-2103 (REV. 30) DATED 3 JUNE 2003 OF THE SECRETARY OF LABOR.

THE GOVERNMENT RESERVES THE RIGHT TO A THIRTY (30) DAY CANCELLATION *****

JANITORIAL SPECIFICATIONS

THREE DAYS A WEEK (OR SPECIFIED TIME PERIOD)

1. Empty, clean and damp dust all ash trays/cigarette urns.
2. Dust all surfaces or chairs, desks, cabinets, and associated furniture.
3. Empty wastebaskets and remove trash.
4. Spot clean entrance door glass removing fingerprints.
5. Sweep or mop and clean all floors.
6. Scrub and disinfect all toilet fixtures, etc.
7. Vacuum carpeting, if carpeted.
8. Refill paper towel, toilet paper and soap dispensing unit, (or furnish bar soap where applicable).

WEEKLY

1. Spot wash all areas to remove finger marks and smudges from walls and doors as required.
2. Dust and/or clean all pictures.
3. Mop and clean all floors.
4. Completely dust office area including tops of files, ledges, baseboards, chair rails, door louvers and trims.
5. Clean all telephones.
6. Dust all window sills.

ONCE MONTHLY

1. Buff all floors.
2. Wash windows inside and outside.
3. Wash venetian blinds.
4. Scour trash receptacles.

TWICE PER YEAR

1. Clean covered surfaces of leather, leatherette or plastic upholstered office furniture.
2. High dusting and cleaning of light fixtures.
3. Steam clean, if carpeted (Spring and Fall).
4. Wax all floors where required.

REVISED 8/31/93

GENERAL SPECIFICATIONS

1. SCOPE OF WORK: GENERAL - THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SUPPLIES (TRASH CAN LINERS, TOILET TISSUE, PAPER TOWELS AND SOAP) AND EQUIPMENT NECESSARY TO THOROUGHLY AND FULLY PERFORM CUSTODIAL SERVICES AT THE RECRUITING FACILITY IDENTIFIED HEREIN:

SERVICES ARE TO BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORDER AND THESE SPECIFICATIONS.

2. FACILITY TO BE SERVICED:

AIR NATIONAL GUARD

(STATION COMMANDER)

(1,920 SQUARE FEET) (SEE SCHEDULE OF SUPPLIES/SERVICES)

3. INSPECTION AND ACCEPTANCE - ALL SERVICES SHALL BE SUBJECT TO INSPECTION BY THE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE. IF ANY SERVICES PERFORMED ARE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THIS CONTRACT, THE GOVERNMENT SHALL HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO PERFORM THE SERVICES AGAIN IN CONFORMITY WITH THE REQUIREMENTS OF THE CONTRACT AT NO ADDITIONAL INCREASE IN TOTAL CONTRACT AMOUNT. UNLESS PROMPT CORRECTIVE ACTION IS TAKEN, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE

PRICE FOR THE WORK PERFORMED.

4. TERMINATION CLAUSE - IF AWARDED, THIS ORDER WILL BE SUBJECT TO A 30 DAY WRITTEN TERMINATION NOTICE. HOWEVER, IT WILL AUTOMATICALLY TERMINATE AT THE END OF THE PERIOD SHOWN ABOVE UNLESS OTHERWISE RENEWED.

5. PAYMENT - PAYMENT WILL BE MADE MONTHLY AT THE CLOSE OF EACH CALENDAR MONTH UPON RECEIPT OF INVOICES FOR SERVICES RENDERED.

6. INVOICES AND CERTIFICATION - THE CONTRACTOR SHALL SUBMIT ALL ORIGINAL INVOICES AT THE END OF EACH MONTH TO: U.S. ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT, ATTN: EXAMINATION SECTION P.O. BOX 1715, BALTIMORE, MARYLAND 21203-1715 FOR PAYMENT. AN INFORMATION COPY OF THE INVOICE WILL BE PROVIDED THE AIR NATIONAL GUARD OFFICE (STATION COMMANDER) FOR VERIFICATION OF SERVICES. THE INVOICES SHALL INCLUDE NAME OF CONTRACTOR, PURCHASE ORDER NUMBER, LOCATION OF AIR NATIONAL GUARD OFFICE, PERIOD COVERED, AND AMOUNT OF BILL. POINT OF CONTACT, REAL ESTATE @ (410)962-4723.

7. FREQUENCY OF TASK PERFORMANCE - FREQUENCIES OF CCOMPLISHING THE REQUIRED TASKS AND THE TASKS TO BE PERFORMED ARE DESCRIBED BELOW:

THREE DAYS PER WEEK (MONDAY, WEDNESDAY, AND FRIDAY EXCEPT FEDERAL HOLIDAYS)

FEDERAL HOLIDAYS OBSERVED ARE AS FOLLOWS:

NEW YEARS' DAY, MARTIN LUTHER KING JR'S BIRTHDAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.

THE CONTRACTOR SHALL LEAVE AMPLE SUPPLY OF TOILET PAPER, SOAP, PAPER TOWELS AND TRASH CAN LINERS TO CARRY OFFICE THRU NON-CLEANING DAYS.

8. SUPPLIES, MATERIALS AND EQUIPMENT - THE CONTRACTOR WILL BE REQUIRED TO SUPPLY, AT HIS EXPENSE, ALL CUSTODIAL SUPPLIES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL TASKS AS OUTLINED IN THE PROVISIONS AND SPECIFICATIONS OF THE CONTRACT. ALL EQUIPMENT SHALL BE MAINTAINED IN FIRST CLASS RATING CONDITION BY THE CONTRACTOR AND WILL BE MARKED WITH THE NAME OF THE CONTRACTOR SO AS TO BE READILY IDENTIFIABLE AS TO LEGAL OWNERSHIP. ALL VACUUM CLEANERS AND BUFFING MACHINES SHALL BE EQUIPPED WITH RUBBER BUMPER STRIP TO PREVENT SCARRING OR DAMAGING FURNITURE OR WALLS. FLAMMABLE SUPPLIES WILL NOT BE UTILIZED AS CLEANING OR POLISHING AGENTS. ALL SUPPLIES AND EQUIPMENT SHALL BE NEATLY, ORDERLY AND SAFELY STORED IN SPACES FURNISHED IN EACH BUILDING BY THE GOVERNMENT FOR THAT PURPOSE. VACUUM CLEANERS SHALL BE INDUSTRIAL TYPE.

9. TRASH REMOVAL -ALL WASTE BASKETS, AND OTHER TRASH CONTAINERS WITHIN THE AREA SHALL BE EMPTIED AND RETURNED TO THEIR INITIAL LOCATION. BOXES, CANS, PAPERS, ETC., PLACED NEAR A TRASH RECEPTACLE AND MARKED "TRASH" SHALL BE REMOVED. BOXES AND PACKAGING MATERIALS, WHOLE, PARTIAL OR CUT-UP, USED TO CONTAIN FURNITURE, COMPUTER EQUIPMENT OR THE LIKE ARE NOT INCLUDED. ALL WASTE FROM SUCH RECEPTACLES SHALL BE REMOVED FROM THE AREA AND EMPTIED INTO A DESIGNATED TRASH DUMPSTER OR RECEPTACLE IN SUCH MANNER AS TO PREVENT THE ADJACENT AREA FROM BECOMING LITTERED BY SUCH TRASH. ANY OBVIOUSLY SOILED OR TORN PLASTIC WASTE BASKET LINERS SHALL BE REPLACED. SAND IN CIGARETTE BUTT RECEPTACLE WILL BE STRAINED TO REMOVE ASHES AND DEBRIS. THE EXTERIOR OF WASTE CONTAINERS SHALL BE DAMP WIPED WITH NEUTRAL DETERGENT FROM A SPRAY BOTTLE AND CLEAN SPONGE OR SYNTHETIC FIBER CLOTH TO REMOVE EVIDENT SOIL. WET SPILLS ON THE INTERIOR OF WASTE BASKETS SHALL BE REMOVED. LOTION TYPE DETERGENT AND AN ABRASIVE PAD SHALL BE USED ON HARD-TO-REMOVE SOIL. IN REST ROOMS, LOCKER ROOMS, AND FOOD SERVICE AREAS, GERMICIDAL DETERGENT WILL BE USED IN LIEU OF NEUTRAL DETERGENT. A PLASTIC BAG LINER SHALL BE PROVIDED IN ALL WASTE BASKETS. CARDBOARD SHALL BE BROKEN DOWN, SEPARATED FROM THE TRASH, AND PLACED IN THE APPROPRIATE CONTAINER WHERE SUCH CONTAINERS ARE PROVIDED AT THE DUMPSTER SITE ASSIGNED TO THE BUILDING. DUMPSTER DOORS AND LIDS SHALL BE CLOSED FOLLOWING THE DUMPING OF TRASH.

10. MONETARY ADJUSTMENT FOR INADEQUATE PERFORMANCE - IT IS MUTUALLY AGREED THAT FAILURE TO SATISFACTORILY ACCOMPLISH WORK IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT WHEN DUE TO THE FAULT OF THE CONTRACTOR SHALL CONSTITUTE A DEFICIENCY UNDER THIS CONTRACT. ALL CONTRACT ALL WORK WILL BE INSPECTED BY THE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE AND ANY DEFICIENCIES WILL BE REPORTED TO THE CONTRACTOR. IF DEFICIENCIES ARE NOT CORRECTED SATISFACTORILY, A MONETARY REDUCTION WILL BE MADE AT THE END OF EACH MONTH IN WHICH SUCH DEFICIENCY HAS BEEN FOUND TO OCCUR. FAILURE TO DO THE REQUIRED SERVICES ON THE DAYS INDICATED WILL CONSTITUTE A DEFICIENCY. CORRECTIVE ACTION BY THE CONTRACTOR WILL BE TAKEN PROMPTLY AND THE WORK SATISFACTORILY ACCOMPLISHED. DEFICIENCIES IN DAILY TASKS WILL BE COMPLETED WITHIN THE WORK DAY SPECIFIED IN THE CONTRACT FOR COMPLETION OF THE SERVICE. ALL OTHER DEFICIENCIES SHALL BE CORRECTED WITHIN 24 HOURS OF THE DAY SCHEDULED FOR COMPLETION OF THE SERVICES. IF THE WORK IS NOT SATISFACTORILY ACCOMPLISHED WITHIN THIS TIME LIMIT, A REDUCTION IN PAYMENT TO THE CONTRACTOR WILL BE MADE. THE CONTRACTING OFFICER OR HIS REPRESENTATIVE WILL MAKE THE SOLE DETERMINATION AS TO THE EXISTENCE OF A DEFICIENCY IN PERFORMANCE AND THE TIME LIMIT OF A CORRECTION OF DEFICIENCY.

DEFINITIONS

THE FOLLOWING DEFINITIONS AND DESCRIPTIONS APPLY WHENEVER THE WORD OR PHRASE IS USED IN THESE SPECIFICATIONS:

CARE OF FLOORS:

- A. SWEEPING - SWEEPING IS THE ACCUMULATION AND REMOVAL OF ALL DIRT AND LITTER ADJACENT TO AND UNDER FURNITURE, FIXTURES, CORNERS, AND ON FLOOR BY USE OF A VACUUM CLEANER, BRUSH, BROOM, OR A DRY OR TREATING SWEEPING MOP.
- B. DUSTLESS SWEEPING - DUSTLESS SWEEPING IS THE CLEANING OF FLOORS USING A SWEEPING COMPOUND WHICH HAS BEEN APPLIED PRIOR TO SWEEPING. DUSTLESS SWEEPING REDUCES DUSTINESS AND LEAVES A FILM OF WAX ON THE FLOOR.
- C. DUST MOPPING - DUST MOPPING IS THE REMOVAL OF DIRT ON A FLOOR USING A COTTON DUSTER FLOOR MOP, WHICH IS TREATED FOR THE TYPE OF FLOOR FINISH.
- D. WET-MOPPING - WET-MOPPING IS THE REMOVAL OF DIRT ON A FLOOR LEAVING THE FLOOR FREE OF DIRT AND EVENLY CLEANED, WITH BASEBOARDS UNSPLASHED, AND NO MOP STRINGS REMAINING ON THE FLOOR. WET MOPPING REQUIRES THE USE OF A CLEAN MOP, A DETERGENT AND A MINIMUM OF WATER FOLLOWED BY A CLEAR WATER RINSE. A GERMICIDAL SOLUTION SHALL BE USED FOR ALL FLOORS IN LATRINES(REST ROOMS).
- E. SCRUBBING - SCRUBBING IS THE CLEANING OF FLOORS, USING A BRUSH, DETERGENT AND MINIMUM OF WATER FOLLOWED BY A CLEAR WATER RINSE. SCOURING POWDER SHALL BE USED ONLY WHEN ABSOLUTELY NECESSARY AND CARE SHALL BE TAKEN TO PREVENT DAMAGE OF SURFACE CLEANED. SCRUBBING SHALL BE ACCOMPLISHED BY USING A ROTARY DISK MACHINE AND SCRUBBING PAD.
- F. WAX STRIPPING - WAX STRIPPING IS THE REMOVAL OF OF DIRTY, BUILT-UP WAX BY A LIQUID WAX REMOVER, IN CONJUNCTION WITH A FLOOR STRIPPING MACHINE EQUIPPED WITH AN ABRASIVE PAD. THE FLOOR WILL BE LEFT WAX FREE AND UNIFORMLY CLEAN BY USING A MOP AND WATER TO REMOVE UPLIFTED WAX.
- G. WAXING - WAXING IS THE TREATMENT OF AN ENTIRE FLOOR SURFACE FOR PRESERVING THE FINISH AND IMPROVING THE APPEARANCE BY INCREASING GLOSS OR SHEEN AND UNIFORMITY. WAXING MAY BE ACCOMPLISHED BY USE OF A MOP OR A WAX APPLICATOR, AND USING WATER EMULSION WAX FOR LIGHT COLORED FLOORS. BEFORE WAXING, SEAL TERRAZZO FLOORS WITH A SEALER. IT WILL BE NECESSARY TO MOVE OBJECTS SUCH AS DESKS, CHAIRS, TABLES, BOOKCASES, ETC., IN ORDER TO WAX ENTIRE FLOOR. FILE CABINETS SHALL NOT BE MOVED. WAXING SHALL BE PERFORMED DURING THE SAME WORK SHIFT THAT THE STRIPPING TASK IS PERFORMED FOR ANY PARTICULAR AREA.
- H. BUFFING - BUFFING IS THE TREATMENT OF WAXED FLOORS USING MACHINE FITTED WITH A BRUSH LEAVING THE FLOORS LUSTROUS, WITH A UNIFORM SHEEN, AND WITH NO VISIBLE SWIRL OR BRUSH MARKS.
- I. SPRAY WAXING OR SPRAY BUFFING - SPRAY WAXING OR SPRAY BUFFING IS THE USE OF A WAX AND WATER SOLUTION IN THE SPRAY SQUEEZE BOTTLE TO BE APPLIED IN THE FLOOR AHEAD OF THE BUFFING MACHINE, LEAVING

A UNIFORM LUSTRE.

J. VACUUM CLEANING - PRIOR TO CARPET FLOORS BEING VACUUM CLEANED, ALL SURFACE LITTER SUCH AS PAPER, GUM, RUBBER BANDS, PAPER CLIPS, ETC., SHALL BE PICKED UP. A CARPET VACUUM WITH A BEATER BAR SHALL BE USED TO VACUUM SURFACE SOIL AND EMBEDDED GRIT FROM ALL AREAS TO INCLUDE UNDERNEATH DESKS, CHAIRS, TABLES, TRASH CANS, PEWS, AND OTHER OBJECTS WHERE THE CARPET IS ACCESSIBLE. USE A VACUUM HOSE AND CLEANING HEAD. AFTER THE CAREPETED FLOOR HAS BEEN COMPLETELY VACUUMED, IT SHALL BE FREE OF ALL VISIBLE LITTER, SOIL AND EMBEDDED GRIT. SMALL OR LIGHT OBJECTS MAY NEED TO BE MOVED. FILE CABINETS SHALL NOT BE MOVED.

K. SPOT/STAIN REMOVAL - SPOT AND STAIN REMOVAL IS THE CLEANING OF GUM, TAR, SPOTS, STAINS, SPILLS, MARKS OR OTHER LOCAL SOILING FROM CARPETS, TILES, WOOD, BRICK, OR OTHER FLOOR COVERING, LEAVING UNIFORM APPEARANCE.

CARE OF WALLS AND CEILINGS (INCLUDING DOORS, WINDOWS, BLACKBOARDS, RAILINGS, BANNISTER, RADIATORS, VENETIAN BLINDS, AND LIGHT FIXTURES, ALSO INTERIOR HARDWARE AND FINISHINGS:)

A. WALL WASHING - WALL WASHING IS THE CLEANING OF WALL INCLUDING ALL WASHABLE ITEMS ATTACHED TO WALLS, LEAVING THEM UNIFORMLY CLEAN WITH NO STREAKS OR VISIBLE DIRT. IN THE PROCESS OF CLEANING, CARE SHALL BE EXERCISED SO THAT NO WATER IS SPILLED ON THE FLOORS OR FURNISHINGS. A GERMICIDAL DETERGENT SHALL BE USED IN REST ROOMS, LATRINES, LOCKER ROOMS, SHOWER ROOMS, FOOD SERVICE AREAS, GYMNASIUM AREAS, EXERCISE ROOMS, AND LAUNDRY ROOMS.

B. SPOT CLEANING - SPOT CLEANING IS THE REMOVAL OF SMUDGES, FINGER PRINTS, MARKS, STREAKS, ETC., FROM WASHABLE SURFACES OF WALLS, PARTITIONS, DOORS, FURNITURE, FIXTURES, APPLICANCES, ETC. USING A SOLUTION OF WATER AND A DETERGENT. GERMICIDAL DETERGENT WHICH CONFORMS TO FEDERAL SPECIFICATION NO. O-D-406, SHALL BE USED IN REST ROOMS, LATRINES, LOCKER ROOMS, SHOWER ROOMS, FOOD SERVICE AREAS, AND DRINKING FOUNTAINS. LOTION CLEANER SHALL BE USED ON HARD-TO-REMOVE SPOTS. AFTER SPOT CLEANING, THE SURFACE SHALL HAVE A CLEAN, UNIFORM APPEARANCE, FREE OF STREAKS, SPOTS, AND OTHER EVIDENCE OF REMOVABLE SOIL.

C. DUSTING - DUSTING IS THE REMOVAL OF DUST, LINT, LITTER, LOOSE SOIL, ETC., FROM ALL SURFACES AND OBJECTS SUCH AS FURNITURE, WALLS, CEILINGS, DOORS, RAILINGS, RADIATORS, AIR CONDITIONING GRILLS, REGISTERS, VENETIAN BLINDS, WINDOWS, PIPES, EXPOSED LIGHT FIXTURES AND OTHER OBJECTS THAT ACCUMULATE DUST. DUSTING SHALL BE ACCOMPLISHED WITH A TREATED CLOTH OR YARN DUSTER. SURFACES SHALL BE LEFT BRIGHT IN APPEARANCE WITH NO SMUDGES, MARKS OR STREAKS.

D. HIGH DUSTING - HIGH DUSTING IS THE REMOVAL OF DUST FROM WALLS, CEILINGS AND ALL SURFACES AND APPURTENANCES HIGHER THAN 6-1/2 FEET ABOVE THE FLOOR, LEAVING THEM BRIGHT IN APPEARANCE WITH NO SMUDGES, MARKS OR STREAKS.

E. WINDOW WASHING - WINDOW WASHING IS THE CLEANING OF WINDOWS, BOTH INSIDE AND OUTSIDE, BY USE OF A SOLUTION OF TRISODIUM PHOSPHATE LEAVING THEM BRIGHT AND FREE OF STREAKS WITH NO WATER ON THE SILL OR AROUND THE WINDOW. SILLS, FRAMES, AND LEDGES SHALL ALSO BE WASHED. USE OF A GLASS CLEANER IS MORE EFFECTIVE THAN SOAP APPLIED TO DOOR GLASS, MIRRORS, DISPLAY CASE GLASS AND OTHER GLASS SURFACES WITHIN THE BUILDINGS.

F. LIGHT FIXTURE CLEANING - THIS PROCESS IS THE CLEANING OF BULBS, TUBES, GLOBES, LEAVING THEM BRIGHT AND CLEAN, AND SUPPORTS AND OTHER PARTS FREE OF FILM RESIDUE, DUST, DIRT, LINT, AND STREAKS. THIS PARAGRAPH DOES NOT APPLY TO RECESSED, CLOSED FIXTURES.

CARE OF RESTROOMS AND RESTROOM/LAVATORY EQUIPMENT (WASH BOWLS, TOILET BOWLS AND SEATS, WATER CLOSETS, URINALS, SINKS, DRINKING FOUNTAINS, AND EXPOSED ATTACHED PLUMBING):

A. CLEANING OF LAVATORY EQUIPMENT - THIS PROCESS IS THE CLEANING AND DISINFECTING OF ENAMEL, PORCELAIN, SYNTHETIC, WOOD, AND METAL SURFACES OF LAVATORIES, WASH BOWLS, TOILET BOWLS AND SEATS, WATER CLOSETS, URINALS, SHOWERS, DISPENSERS, AND EXPOSED ATTACHED PLUMBING, LEAVING THE SURFACES CLEAN, BRIGHT MOLD FREE, FUNGUS FREE, DISINFECTED, SHINY, AND WITHOUT STREAKS OR STAINS. THERE SHALL BE NO EVIDENCE OF WATER OR SOAP SOLUTIONS SPILLED ON THE FLOOR OR ON THE WALL, EITHER BEHIND OR ADJACENT TO THE FIXTURES. A GERMICIDAL DETERGENT SHALL BE USED IN SOLUTION. SHOWERS SHALL INCLUDE SHOWER STALLS, WHETHER INSTALLED OR BUILT INTO THE STRUCTURE, AND SHOWER AREAS (WHERE THE FLOOR IS DRAINAGE AREA FOR SEVERAL SHOWER HEADS, WITH OR WITHOUT PARTITIONS), AND SHALL ALSO INCLUDE WALLS, FLOORS, CURTAINS, FIXTURES, AND DOORS OF THE STALLS OR AREAS.

B. CLEANING OF SINKS - THIS PROCESS IS THE CLEANING OF SINKS AND EXPOSED ATTACHED PLUMBING, LEAVING THEM CLEAN, SHINY, MOLD FREE, FUNGUS FREE, AND WITHOUT STREAKS OR STAINS. A GERMICIDAL DETERGENT SHALL BE USED IN SOLUTION. THERE SHALL BE NO EVIDENCE OF WATER OR SOAP SOLUTIONS SPILLED ON THE FLOOR OR ON THE WALL, EITHER BEHIND OR ADJACENT TO THE FIXTURES.

C. CLEANING OF DRINKING FOUNTAINS - THIS PROCESS IS THE CLEANING OF DRINKING FOUNTAINS LEAVING THEM CLEAN AND BRIGHT, WITH NO WATER SPLASHED ON WALLS OR FLOOR AND WITH THE METALWARE BRIGHT AND SHINY. A GERMICIDAL DETERGENT SHALL BE USED IN SOLUTION.

D. RESTROOM CLEANING - RESTROOM CLEANING IS THE DISINFECTING AND WASHING OF ALL SURFACES OF PARTITIONS, STALLS, STALL DOORS, AND THOSE WALLS WHICH ARE ADJACENT TO SINKS, URINALS AND TOILETS, USING A GERMICIDAL DETERGENT AND THE REMOVAL OF MOLD AND FUNGUS BY PERFORMING SPOT CLEANING AND WALL WASHING (ELSEWHERE DEFINED) AS NECESSARY, WITH THE ADDITION OF A COMMERCIAL GRADE CHEMICAL MOLD AND FUNGUS REMOVER.

E. SERVICING OF SANITARY NAPKIN RECEPTACLES - SANITARY NAPKIN RECEPTACLES SHALL BE EMPTIED, CLEANED, DISINFECTED, AND PROPERLY DRIED, AND PROVIDED WITH A NEW BAG LINER. THE BAGS SHALL BE FURNISHED BY THE CONTRACTOR.

F. FILLING OF DISPENSERS - REFILL TOILET TISSUE DISPENSERS WITH TOILET TISSUE AND PAPER TOWEL DISPENSERS WITH PAPER TOWELS. FILL HAND SOAP DISPENSERS AND RECEPTACLES.

CARE OF FURNITURE (INCLUDING ASH TRAYS, SAND URNS, WASTE RECEPTACLES, BOOK CASES, DESKS, CHAIRS, TABLES AND COAT RACKS):

A. CLEANING AND POLISHING OF FURNITURE - FURNITURE SUCH AS BOOKCASES, DESKS, CHAIRS, TABLES, AND COAT RACKS SHALL BE CLEANED AND POLISHED. REMOVE DUST, DIRT, BEVERAGE MARKS AND SPOTS FROM LEATHER AND VINYL FURNITURE WITH A CHEMICALLY TREATED CLOTH, LEAVING THE FURNITURE CLEAN AND ORDERLY WITH NO OILY SURFACES.

CLEAN WOOD SURFACES OF FURNITURE WITH A DAMP CLOTH, IMMEDIATELY WIPE DRY, AND POLISH THE SURFACES WITH A FURNITURE POLISH, LEAVING THE FURNITURE CLEAN, ORDERLY AND WITHOUT OILY SURFACES. CLEAN METAL SURFACES WITH AN AQUEOUS SOLUTION OF DETERGENT, POLISH THE SURFACES SURFACES WITH A FURNITURE POLISH. DESKS USED FOR INDIVIDUAL USE ARE NOT INCLUDED IN THIS CONTRACT, ONLY NON-ASSIGNED DESKS SUCH AS DESKS IN CONFERENCE ROOMS, LIBRARIES, AND RECEPTION AREAS ARE INCLUDED.

B. VACUUMING OF UPHOLSTERED FURNITURE - UPHOLSTERED PORTIONS OF FURNITURE SUCH AS CHAIRS, SOFAS, COUCHES, ETC., SHALL BE VACUUMED BY USE OF A VACUUM CLEANER AND PROPER ATTACHMENT.

C. CLEANING AND POLISHING OF ASH TRAYS - ASH TRAYS EITHER PORTABLE OR WALL MOUNTED SHALL BE EMPTIED INTO A FIREPROOF CONTAINER, WASHED WITH AN AQUEOUS SOLUTION OF DETERGENT, WIPED DRY.

D. CLEANING OF SAND URNS - TRASH SHALL BE STRAINED AND REMOVED; BUTTS AND SAND SHALL BE EMPTIED INTO A FIREPROOF CONTAINER. THE METAL SURFACES SHALL BE CLEANED AND POLISHED IN ACCORDANCE WITH CLEANING AND POLISHING OF FURNITURE (ELSEWHERE DEFINED) AND FRESH "WHITE SAND" SHALL BE PLACED IN THE CONTAINER TO A DEPTH OF APPROXIMATELY 1/2 INCH.

E. CLEANING WASTE RECEPTACLES - TRASH CANS AND WALL MOUNTED TRASH RECEPTACLES SHALL BE WASHED OF SPOTS, SPILLS OR MARKS, LEAVING THEM CLEAN, NEAT AND WITH NO STREAKS.

STATEMENT OF EQUIVALENT FEDERAL HIRES (1984 APR) FAR52.222-42

THIS STATEMENT IS FOR INFORMATION ONLY. IT IS NOT A WAGE

DETERMINATION.

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 THIS 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.

WAGE RATES AND FRINGE BENEFITS APPLICABLE TO FEDERAL SERVICE EMPLOYEES PURSUANT TO 5 U.S.C. 5341 (WAGE BOARD - BLUE COLLAR).

- 1. CONTRIBUTION OF ONE POINT SIX (1.6) PER CENT OF BASIC HOURLY RATE FOR HEALTH AND INSURANCE.
- 2. CONTRIBUTION OF SEVEN (7) PER CENT OF BASIC HOURLY RATE FOR RETIREMENT.
- 3. TEN (1) PAID HOLIDAYS AS FOLLOWS: NEW YEAR'S DAY; MARTIN LUTHER KING DAY; GEORGE WASHINGTONS' BIRTHDAY; MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.
- 4. PAID ANNUAL LEAVE (VACATION) AS FOLLOWS:
 - A. TWO (2) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH LESS THAN THREE (3) YEARS OF SERVICE.
 - B. THREE (3) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH THREE BUT LESS THAN FIFTEEN (15) YEARS OF SERVICE.
 - C. FOUR (4) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH FIFTEEN (15) OR MORE YEARS OF SERVICE.
- 5. BASIC HOURLY RATE BY CLASSIFICATION AS FOLLOWS:

CLASSIFICATION	BASIC HOURLY RATES
11150 JANITORS	\$ 10.12 PER HOUR

WAGE DETERMINATION FY04

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform With the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2103 (Rev. 30) dated 3 June 2003

State(s): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES of Calvert, Charles, Frederick,
 Montgomery, Prince George's, St. Mary's.

Virginia COUNTIES of Arlington, Fairfax, Fauquier,
 King George, Loudoun, Prince William, Stafford,
 Alexandria, Falls Church

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

| Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 30
 Director Wage Determinations | Date Of Last Revision: 06/03/2003

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

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 ©(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.