

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4224-3269		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0147	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERI R AMES		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3526		6. SOLICITATION ISSUE DATE 14-Sep-2004	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX:		CODE CA31		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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561720 SIZE STANDARD: 14.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING	
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		12. DISCOUNT TERMS	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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. <input checked="" type="checkbox"/>				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:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

WAGE & DETERMINATIONS

**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. 94-2447 (Rev. 25) dated 5 August 2004**

**State(s): Pennsylvania**

Areas: Pennsylvania COUNTIES OF Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

**WAGE DETERMINATION NO: 94-2447 REV (25) AREA: PA,HARRISBURG**

**WAGE DETERMINATION NO: 94-2447 REV (25) AREA: PA,HARRISBURG**

**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.: 1994-2447**

William W.Gross                      Division of                      Revision No.: 25  
Director                      Wage Determinations |                      Date Of Last Revision: 08/05/2004

**State:** Pennsylvania

**Area:** Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster,Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

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

<b>OCCUPATION CODE - TITLE</b>	<b>MINIMUM WAGE RATE</b>
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.27
01012 - Accounting Clerk II	12.42
01013 - Accounting Clerk III	14.31
01014 - Accounting Clerk IV	16.41
01030 - Court Reporter	12.70
01050 - Dispatcher, Motor Vehicle	13.30
01060 - Document Preparation Clerk	10.78
01070 - Messenger (Courier)	9.61
01090 - Duplicating Machine Operator	10.78
01110 - Film/Tape Librarian	12.52
01115 - General Clerk I	8.57
01116 - General Clerk II	9.67
01117 - General Clerk III	11.99
01118 - General Clerk IV	13.45
01120 - Housing Referral Assistant	17.16
01131 - Key Entry Operator I	10.30
01132 - Key Entry Operator II	12.75

01191 - Order Clerk I	10.66
01192 - Order Clerk II	13.52
01261 - Personnel Assistant (Employment) I	11.00
01262 - Personnel Assistant (Employment) II	12.36
01263 - Personnel Assistant (Employment) III	13.52
01264 - Personnel Assistant (Employment) IV	15.48
01270 - Production Control Clerk	15.65
01290 - Rental Clerk	11.76
01300 - Scheduler, Maintenance	13.09
01311 - Secretary I	13.09
01312 - Secretary II	15.35
01313 - Secretary III	17.16
01314 - Secretary IV	20.32
01315 - Secretary V	22.56
01320 - Service Order Dispatcher	13.52
01341 - Stenographer I	11.92
01342 - Stenographer II	12.74
01400 - Supply Technician	18.10
01420 - Survey Worker (Interviewer)	12.93
01460 - Switchboard Operator-Receptionist	10.42
01510 - Test Examiner	14.30
01520 - Test Proctor	14.30
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.54
01533 - Travel Clerk III	11.14
01611 - Word Processor I	10.85
01612 - Word Processor II	12.84
01613 - Word Processor III	14.32
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.30
03041 - Computer Operator I	11.30
03042 - Computer Operator II	13.29
03043 - Computer Operator III	16.03
03044 - Computer Operator IV	17.14
03045 - Computer Operator V	18.45
03071 - Computer Programmer I (1)	16.36
03072 - Computer Programmer II (1)	20.00
03073 - Computer Programmer III (1)	23.84
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.58
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.63
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.73
05010 - Automotive Glass Installer	16.45
05040 - Automotive Worker	16.45
05070 - Electrician, Automotive	17.16
05100 - Mobile Equipment Servicer	15.04
05130 - Motor Equipment Metal Mechanic	17.69
05160 - Motor Equipment Metal Worker	16.45
05190 - Motor Vehicle Mechanic	17.69
05220 - Motor Vehicle Mechanic Helper	14.32
05250 - Motor Vehicle Upholstery Worker	15.74
05280 - Motor Vehicle Wrecker	16.45
05310 - Painter, Automotive	17.16
05340 - Radiator Repair Specialist	16.45
05370 - Tire Repairer	14.53
05400 - Transmission Repair Specialist	17.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.33
07010 - Baker	11.15
07041 - Cook I	9.26
07042 - Cook II	10.14
07070 - Dishwasher	7.90
07130 - Meat Cutter	12.61

07250 - Waiter/Waitress	7.73
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.16
09040 - Furniture Handler	13.15
09070 - Furniture Refinisher	17.16
09100 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	17.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.04
11060 - Elevator Operator	9.04
11090 - Gardener	11.89
11121 - House Keeping Aid I	8.26
11122 - House Keeping Aid II	9.62
<b>11150 - Janitor</b>	<b>9.54</b>
11210 - Laborer, Grounds Maintenance	9.83
11240 - Maid or Houseman	8.26
11270 - Pest Controller	13.51
11300 - Refuse Collector	9.35
11330 - Tractor Operator	11.21
11360 - Window Cleaner	10.76
12000 - Health Occupations	
12020 - Dental Assistant	12.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.56
12071 - Licensed Practical Nurse I	12.12
12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	11.15
12130 - Medical Laboratory Technician	11.83
12160 - Medical Record Clerk	12.36
12190 - Medical Record Technician	13.60
12221 - Nursing Assistant I	7.43
12222 - Nursing Assistant II	8.36
12223 - Nursing Assistant III	9.13
12224 - Nursing Assistant IV	11.00
12250 - Pharmacy Technician	12.29
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	15.00
12312 - Registered Nurse II	18.35
12313 - Registered Nurse II, Specialist	18.35
12314 - Registered Nurse III	22.21
12315 - Registered Nurse III, Anesthetist	22.21
12316 - Registered Nurse IV	26.63
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.84
13011 - Exhibits Specialist I	15.97
13012 - Exhibits Specialist II	18.84
13013 - Exhibits Specialist III	23.04
13041 - Illustrator I	15.97
13042 - Illustrator II	18.84
13043 - Illustrator III	23.04
13047 - Librarian	20.87
13050 - Library Technician	11.28
13071 - Photographer I	17.17
13072 - Photographer II	19.67
13073 - Photographer III	21.37
13074 - Photographer IV	26.14
13075 - Photographer V	31.64
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.77
15030 - Counter Attendant	7.77
15040 - Dry Cleaner	9.67
15070 - Finisher, Flatwork, Machine	7.77
15090 - Presser, Hand	7.77
15100 - Presser, Machine, Drycleaning	7.77
15130 - Presser, Machine, Shirts	7.77

15160 - Presser, Machine, Wearing Apparel, Laundry	7.77
15190 - Sewing Machine Operator	10.45
15220 - Tailor	11.23
15250 - Washer, Machine	8.21
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.16
19040 - Tool and Die Maker	19.46
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.54
21020 - Material Coordinator	17.84
21030 - Material Expediter	17.84
21040 - Material Handling Laborer	13.01
21050 - Order Filler	10.94
21071 - Forklift Operator	14.39
21080 - Production Line Worker (Food Processing)	14.39
21100 - Shipping/Receiving Clerk	12.74
21130 - Shipping Packer	12.98
21140 - Store Worker I	10.87
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.60
21210 - Tools and Parts Attendant	14.28
21400 - Warehouse Specialist	14.39
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.43
23040 - Aircraft Mechanic Helper	15.73
23050 - Aircraft Quality Control Inspector	20.49
23060 - Aircraft Servicer	17.29
23070 - Aircraft Worker	18.08
23100 - Appliance Mechanic	18.88
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	22.37
23130 - Carpenter, Maintenance	17.60
23140 - Carpet Layer	16.45
23160 - Electrician, Maintenance	19.22
23181 - Electronics Technician, Maintenance I	16.34
23182 - Electronics Technician, Maintenance II	20.82
23183 - Electronics Technician, Maintenance III	23.86
23260 - Fabric Worker	15.74
23290 - Fire Alarm System Mechanic	18.32
23310 - Fire Extinguisher Repairer	15.04
23340 - Fuel Distribution System Mechanic	19.46
23370 - General Maintenance Worker	16.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.69
23430 - Heavy Equipment Mechanic	17.69
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	18.32
23470 - Laborer	12.66
23500 - Locksmith	17.16
23530 - Machinery Maintenance Mechanic	18.19
23550 - Machinist, Maintenance	19.93
23580 - Maintenance Trades Helper	14.32
23640 - Millwright	20.68
23700 - Office Appliance Repairer	17.45
23740 - Painter, Aircraft	17.45
23760 - Painter, Maintenance	17.45
23790 - Pipefitter, Maintenance	21.20
23800 - Plumber, Maintenance	19.95
23820 - Pneudraulic Systems Mechanic	18.32
23850 - Rigger	18.32
23870 - Scale Mechanic	16.57
23890 - Sheet-Metal Worker, Maintenance	19.25
23910 - Small Engine Mechanic	16.45
23930 - Telecommunication Mechanic I	18.32
23931 - Telecommunication Mechanic II	19.04
23950 - Telephone Lineman	18.32
23960 - Welder, Combination, Maintenance	17.69
23965 - Well Driller	18.32

23970 - Woodcraft Worker	18.32
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.01
24580 - Child Care Center Clerk	11.37
24600 - Chore Aid	9.21
24630 - Homemaker	11.73
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.69
25040 - Sewage Plant Operator	18.13
25070 - Stationary Engineer	17.69
25190 - Ventilation Equipment Tender	14.49
25210 - Water Treatment Plant Operator	18.13
27000 - Protective Service Occupations	
(not set) - Police Officer	23.06
27004 - Alarm Monitor	11.23
27006 - Corrections Officer	20.00
27010 - Court Security Officer	20.00
27040 - Detention Officer	20.00
27070 - Firefighter	19.88
27101 - Guard I	9.11
27102 - Guard II	13.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.57
28020 - Hatch Tender	16.57
28030 - Line Handler	16.57
28040 - Stevedore I	16.01
28050 - Stevedore II	17.45
29000 - Technical Occupations	
21150 - Graphic Artist	18.23
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	12.88
29024 - Archeological Technician II	14.43
29025 - Archeological Technician III	17.86
29030 - Cartographic Technician	17.86
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.86
29040 - Civil Engineering Technician	19.70
29061 - Drafter I	12.67
29062 - Drafter II	14.00
29063 - Drafter III	16.43
29064 - Drafter IV	17.86
29081 - Engineering Technician I	12.73
29082 - Engineering Technician II	14.28
29083 - Engineering Technician III	15.98
29084 - Engineering Technician IV	19.80
29085 - Engineering Technician V	24.21
29086 - Engineering Technician VI	29.28
29090 - Environmental Technician	18.26
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	20.00
29210 - Laboratory Technician	16.62
29240 - Mathematical Technician	17.86
29361 - Paralegal/Legal Assistant I	14.19
29362 - Paralegal/Legal Assistant II	18.85
29363 - Paralegal/Legal Assistant III	23.07
29364 - Paralegal/Legal Assistant IV	27.91
29390 - Photooptics Technician	20.12
29480 - Technical Writer	21.33
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	16.19

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.26
29622 - Weather Observer, Upper Air (3)	14.26
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.00
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	11.35
31300 - Taxi Driver	8.64
31361 - Truckdriver, Light Truck	11.35
31362 - Truckdriver, Medium Truck	14.00
31363 - Truckdriver, Heavy Truck	17.53
31364 - Truckdriver, Tractor-Trailer	17.53
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.46
99030 - Cashier	7.59
99041 - Carnival Equipment Operator	9.26
99042 - Carnival Equipment Repairer	10.19
99043 - Carnival Worker	7.90
99050 - Desk Clerk	7.93
99095 - Embalmer	18.23
99300 - Lifeguard	8.29
99310 - Mortician	18.23
99350 - Park Attendant (Aide)	10.41
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.78
99500 - Recreation Specialist	9.40
99510 - Recycling Worker	11.48
99610 - Sales Clerk	8.32
99620 - School Crossing Guard (Crosswalk Attendant)	7.62
99630 - Sport Official	7.23
99658 - Survey Party Chief (Chief of Party)	13.46
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.86
99660 - Surveying Aide	9.22
99690 - Swimming Pool Operator	14.11
99720 - Vending Machine Attendant	12.27
99730 - Vending Machine Repairer	14.11
99740 - Vending Machine Repairer Helper	12.27

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.59 an hour or \$103.60 a week or \$448.93 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 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 \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract. Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:** The contracting officer shall require that any class of service employee which is not listed herein and which is to be

employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

**The process for preparing a conformance request is as follows:**

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**STATEMENT OF WORK**

**THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE.**

**THE ESTIMATED COST OF THE PROPOSED PROCUREMENT IS UNDER \$50,000.00.**

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: Contracts 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 OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT BUT IS NOT CURRENTLY AVAILABLE. WHEN RECEIVED, IT WILL BE INCORPORATED BY AMENDMENT/MODIFICATION.  
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THE GOVERNMENT RESERVES THE RIGHT TO A THIRTY (30) DAY CANCELLATION AFTER OCTOBER 2004.

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**JANITORIAL SPECIFICATIONS****FIVE 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, railings ,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:**  
U.S. ARMED FORCES RECRUITING OFFICE

(STATION COMMANDER) 3370 ROTHSVILLE ROAD, AKRON, PA. 7501  
(SQUARE FEET) 900 (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 RECRUITING OFFICE (STATION COMMANDER) FOR VERIFICATION OF SERVICES. THE INVOICES SHALL INCLUDE NAME OF CONTRACTOR, PURCHASE ORDER NUMBER, LOCATION OF RECRUITING OFFICE, PERIOD COVERED, AND AMOUNT OF BILL. POINT OF CONTACT, REAL ESTATE @ (410) 962-4723.

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

**FIVE DAYS PER WEEK (MONDAYS, TUESDAYS, WEDNESDAYS, THURSDAYS AND FRIDAYS) 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 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.

5. 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	\$ 9.54 PER HOUR

**WAGE DETERMINATION DECISION IS APPLICABLE FOR THIS REQUIREMENT BUT IS NOT AVAILABLE. WHEN RECEIVED, IT WILL BE INCORPORATED BY AMENDMENT/MODIFICATION.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months		

BASE YEAR JANITORIAL AKRON, PA  
FFP

FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO  
PROVIDE JANITORIAL SERVICES AT THE U.S. ARMED RECRUITING  
OFFICE AT 3370 ROTHVILLE ROAD, AKRON, PA

APPROXIMATE SQUARE FOOTAGE: 900

SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED.,  
AND FRI, EXCEPT FEDERAL HOLIDAYS)

SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM  
BASE YEAR: 01 OCTOBER 2004 THRU 30 SEPTEMBER 2005

REQUESTOR POC: DELL JACKSON @ 410-962-4723

VENDOR POC:

CONTRACTING OFFICE POC: CHERI AMES @ 410-962-3526

\*\*\*\*\* NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR  
CERTIFIED - <http://www.ccr.gov>. ALL QUESTIONS FOR INFORMATION  
SHALL BE SUBMITTED VIA EMAIL TO: [cheri.r.ames@usace.army.mil](mailto:cheri.r.ames@usace.army.mil). NO  
PHONE OR FAX REQUEST WILL BE EXCEPTED. \*\*\*\*\*  
PURCHASE REQUEST NUMBER: W81W3G-4224-3269

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months		
OPTION	OPTION YEAR 1 JANITORIAL AKRON, PA				

FFP  
 FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO  
 PROVIDE JANITORIAL SERVICES AT THE U.S. ARMED RECRUITING  
 OFFICE AT 3370 ROTHVILLE ROAD, AKRON, PA

APPROXIMATE SQUARE FOOTAGE: 900

SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED.,  
 AND FRI, EXCEPT FEDERAL HOLIDAYS)

SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM  
 OPTION YEAR 1: 01 OCTOBER 2005 THRU 30 SEPTEMBER 2006

REQUESTOR POC: DELL JACKSON @ 410-962-4723  
 VENDOR POC:  
 CONTRACTING OFFICE POC: CHERI AMES @ 410-962-3526

\*\*\*\*\* NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR  
 CERTIFIED - <http://www.ccr.gov>. ALL QUESTIONS FOR INFORMATION  
 SHALL BE SUBMITTED VIA EMAIL TO: [cheri.r.ames@usace.army.mil](mailto:cheri.r.ames@usace.army.mil). NO  
 PHONE OR FAX REQUEST WILL BE EXCEPTED. \*\*\*\*\*  
 PURCHASE REQUEST NUMBER: W81W3G-4224-3269

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months		
OPTION	YEAR 2 JANITORIAL AKRON, PA FFP FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO PROVIDE JANITORIAL SERVICES AT THE U.S. ARMED RECRUITING OFFICE AT 3370 ROTHVILLE ROAD, AKRON, PA				

APPROXIMATE SQUARE FOOTAGE: 900

SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED., AND FRI, EXCEPT FEDERAL HOLIDAYS)

SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM  
OPTION YEAR 02: 01 OCTOBER 2006 THRU 30 SEPTEMBER 2007

REQUESTOR POC: DELL JACKSON @ 410-962-4723

VENDOR POC:

CONTRACTING OFFICE POC: CHERI AMES @ 410-962-3526

\*\*\*\*\* NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR  
CERTIFIED - <http://www.ccr.gov>. ALL QUESTIONS FOR INFORMATION  
SHALL BE SUBMITTED VIA EMAIL TO: [cheri.r.ames@usace.army.mil](mailto:cheri.r.ames@usace.army.mil). NO  
PHONE OR FAX REQUEST WILL BE EXCEPTED. \*\*\*\*\*  
PURCHASE REQUEST NUMBER: W81W3G-4224-3269

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Months		

OPTION YEAR 3 JANITORIAL AKRON, PA  
 FFP  
 FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO  
 PROVIDE JANITORIAL SERVICES AT THE U.S. ARMED RECRUITING  
 OFFICE AT 3370 ROTHVILLE ROAD, AKRON, PA

APPROXIMATE SQUARE FOOTAGE: 900

SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED.,  
AND FRI, EXCEPT FEDERAL HOLIDAYS)

SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM  
OPTION YEAR 03: 01 OCTOBER 2007 THRU 30 SEPTEMBER 2008

REQUESTOR POC: DELL JACKSON @ 410-962-4723  
 VENDOR POC:  
 CONTRACTING OFFICE POC: CHERI AMES @ 410-962-3526

\*\*\*\*\* NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR  
 CERTIFIED - <http://www.ccr.gov>. ALL QUESTIONS FOR INFORMATION  
 SHALL BE SUBMITTED VIA EMAIL TO: [cheri.r.ames@usace.army.mil](mailto:cheri.r.ames@usace.army.mil). NO  
 PHONE OR FAX REQUEST WILL BE EXCEPTED. \*\*\*\*\*  
 PURCHASE REQUEST NUMBER: W81W3G-4224-3269

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		
OPTION	OPTION YEAR 4 JANITORIAL AKRON, PA FFP FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO PROVIDE JANITORIAL SERVICES AT THE U.S. ARMED RECRUITING OFFICE AT 3370 ROTHVILLE ROAD, AKRON, PA  APPROXIMATE SQUARE FOOTAGE: 900  SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED., AND FRI, EXCEPT FEDERAL HOLIDAYS)  SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM OPTION YEAR 04: 01 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009  REQUESTOR POC: DELL JACKSON @ 410-962-4723 VENDOR POC: CONTRACTING OFFICE POC: CHERI AMES @ 410-962-3526  ***** NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR CERTIFIED - <a href="http://www.ccr.gov">http://www.ccr.gov</a> . ALL QUESTIONS FOR INFORMATION SHALL BE SUBMITTED VIA EMAIL TO: <a href="mailto:cheri.r.ames@usace.army.mil">cheri.r.ames@usace.army.mil</a> . NO PHONE OR FAX REQUEST WILL BE EXCEPTED. ***** PURCHASE REQUEST NUMBER: W81W3G-4224-3269				

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NET AMT

FOB: Destination

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2004 TO 30-SEP-2005	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-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0005	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

## (a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)-

(a) Cancellation, as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent program year, or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement. -

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.-

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only (1) costs (i) incurred by the Contractor and/or subcontractor, (ii) reasonably necessary for performance of the contract, and (iii) that would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and (2) a reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date (1) of notification of the nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.-

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multiyear requirements;-

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;-

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and-

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.-

(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;-

(2) Any cost already paid to the Contractor;-

(3) Anticipated profit or unearned fee on the canceled work; or-

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence. -

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.-

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

## 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

## (a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

## 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)—ALTERNATE I (OCT 1995)

## (a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out

period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

## 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

## 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(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)

#### 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies 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) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

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

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

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

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

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

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

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

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

“Registered in the CCR database” means that--

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

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

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

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

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

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

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

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

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

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

(i) Company legal business.

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

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

- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY. (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock No.	Commercial Item (Y or N)	Source of supply Company Address			Actual Part No. Mfg?
(1)	(2)	(3)	(4)	(5)	(6)	

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

## 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

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

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the

Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

#### 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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://www.arnet.gov/far>

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

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

<http://www.ccr.gov/index.cfm>

<http://www.ebs.nab.usace.army.mil>

<http://www.sba.gov/regulations/siccodes>

<http://www.dnb.com>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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 postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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 of 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.

(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 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) 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 2009.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

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

(2) The small business size standard is 14.0M (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.

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

\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

#### 52.222-42 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 @ \$9.54

(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 01 Oct. 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 01 October 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)

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

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

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

- <http://www.arnet.gov/far>
- <http://www.farsite.hill.af.mil>
- <http://www.dtic.mil/dfars>
- <http://www.ccr.gov/index.cfm>
- <http://www.ebs.nab.usace.army.mil>
- <http://www.sba.gov/regulations/siccodes>
- <http://www.dnb.com>

(End of provision

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)  
 1 thru 4

-----  
(Country of Origin) U.S.

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

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 (Line Item Number)  
 1 thru 4  
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(Country of Origin) (If known) U.S.

(End of provision)