

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WC1SH54091G046		PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CZ-04-T-0046	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ULANDA E. GANACIAS		b. TELEPHONE NUMBER (No Collect Calls) 907-353-7178		6. SOLICITATION ISSUE DATE 09-Apr-2004	
9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-C PO BOX 35510 FORT WAINWRIGHT AK 99703-0510  TEL: 907/353-7505/6588 FAX: 907/353-7302		CODE W912CZ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD: \$ 14,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DIREC OF PLANS TRAINING SECURITY MOBILIZ LOWE, JAMES BLDG 3437 LUZON AVENUE FT WAINWRIGHT AK 99703 TEL: 907 353-1422 FAX: 907 353-1416		CODE W4UJ8C		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR   TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Custodial Contract FFP Non-Personal Services: Contractor shall provide all supervision, personnel, equipment, transportation, materials, and other items and services necessary to perform Custodial Services in accordance with the Statement of Work (SOW) for Bldg 3437, 3 days a week and Bathrooms 5 days a week; Bldg 3438, 2 days a week; and Bldg 3439, once a week. Performance period is 21 April 2004 or sooner (4 month period). PURCHASE REQUEST NUMBER: WC1SH54091G046 PROJECT: BCTC Cust-Svs	4	Lot		
NET AMT					

FOB: Destination

SOW

**STATEMENT OF WORK  
For  
BCTC, BSC & Assembly Bldg  
Fort Wainwright, Alaska**

**SCOPE OF WORK:** The scope of this task entails the provisions of the U.S. Army Battle Command Training Center (BCTC) Bldg 3437, Battle Simulation Center (BSC) Bldg 3438, and Assembly Building 3439 total government support for facility maintenance. This includes labor, maintenance, materials, and supply support. Scheduled frequency of cleaning is outlined in paragraph 5.

**1. GENERAL:**

1.1 Description of work: The Contractor shall provide all supervision, personnel, equipment, transportation, materials, tools, and other items necessary to perform custodial services in accordance with the requirements of this Statement of Work (SOW) at Fort Wainwright, Alaska.

**1.2 Performance:**

1.2.1 The Contractor shall perform:

1.2.1.1 Basic cleaning tasks defined in paragraph 5.1 of this PWS, and in accordance with all additional requirements specified in frequency Schedule.

1.2.1.2 Periodic cleaning tasks defined in paragraph 5.2 of this PWS, and in accordance with all additional requirements specified.

1.2.1.3 Specific areas to be serviced under this contract are identified and specified.

1.2.1.4 Emergency and Miscellaneous Custodial Services

### **1.3 Scheduling:**

1.3.1 The Contractor shall schedule all work in accordance with the frequency requirement of customer. The Contractor shall submit a written monthly work schedule to the Contracting Officer's Representative (COR) no later than five (5) Government workdays in advance of the upcoming month.

1.3.1.2 Basic periodic floor stripping and refinishing work shall be completed during initial cleaning of buildings and then six months after the initial cleaning. The Contractor shall submit a written monthly work schedule for basic periodic floor stripping and refinishing, to the Contracting Officer's Representative (COR) no later than five (5) Government workdays in advance of the upcoming month.

### **1.3.2 Quality Control:**

1.3.2.1 The Contractor shall provide Project Quality Control for all elements of this Contract.

1.3.2.2 Quality Control Staff: It shall be the Contractor's responsibility to provide adequate staffing for all Quality Control requirements of the Quality Control Program. This Custodial Contract involves varying cleaning schedule and the Contractor shall structure the Quality Control Program to adjust to the workload involved in these schedules.

1.3.2.3 Quality Control Program Submittal: A quality control plan shall be furnished to the Contracting Officer for approval. This plan shall include procedures, instructions, and reports to be used to provide adequate coverage for all quality control activities required by this contract, and to ensure quality Services in accordance with the Statement of Work and plans. In addition, this plan shall include the following:

- a. Names, and qualifications of personnel to be used for quality control.
- b. Specific responsibilities and authority of quality control personnel.

### **1.4 Rework:**

1.4.1 The Contracting Officer (CO) or the Contracting Officer's Representative (COR) will have the right to require the Contractor to re-perform, (in accordance with FAR 52.212-4(a)) at no additional cost to the Government, all cleaning tasks which are not performed in accordance with this contract. All rework shall be completed within 24 hrs, or prior to next scheduled cleaning, whichever is the least amount of time.

1.4.2 The rights of the Government and remedies described in this SOW are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the "Inspection of Services" and "Termination for Default" FAR Clauses. Any deductions pursuant to the PRS shall reflect the reduced value of services performed under the contract. The Contractor shall not be relieved of full performance of the services there under and may be terminated for default based upon inadequate performance of service even if a deduction was previously taken for poor performance.

**1.5 Project Manager:**

1.5.1 The Contractor shall provide a manager who is responsible for the supervision, performance and inspection of all work, and is fully authorized to act for the Contractor on site. The Project Manager or his designated representative shall:

1.5.1.1 Provide to the CO/COR, a telephone number(s) where he/she can be reached between the hours 8:00 a.m. and 8:00 p.m., as well as a number where he/she can be reached 24 hours a day for the case of emergencies only.

1.5.1.2 Acknowledge and respond to problems brought to his/her attention by the CO/COR within two hours (2) of notification.

1.5.1.3 Notify the COR of the problems (floor plan discrepancies and omissions, performance requirements interpretations, denied access, key problems, etc.) as they occur. Further, notify COR of any maintenance problems, (i.e., leaks, broken tile, clogged drains, non-functioning plumbing fixtures and/or light fixtures).

1.5.1.4 Read, write, speak and understand English well enough to effectively communicate with all personnel and building occupants.

1.5.1.5 Establish a complete written quality control program. The program shall include, but not be limited to the following:

1.5.1.5.1 An inspection system covering all the services.

1.5.1.5.2 A method of identifying deficiencies in the quality of service.

1.5.1.5.3 A file of all inspections conducted, and the corrective action taken.

1.5.1.5.3.1 The Contractor shall submit daily inspection reports to the CO/COR, identifying inspection made and deficiencies found by the Contractor's Project Manager (PM).

**1.6 Employees:**

1.6.1 The Contractor's employees shall present a clean, neat appearance when working on the post. Each employee shall either wear Contractor provided clothing identifying the name of the company and the name of the employee, or wear a badge identifying the same.

**1.7 Quality Assurance:**

1.7.1 The COR will monitor the Contractor's performance in accordance with PWS and as directed by the CO. The Project Manager shall meet with the CO/COR 1<sup>st</sup> week and then monthly or often as needed during the first 90 days of the contract. Thereafter, meetings will be scheduled as often as reasonably necessary per the CO/COR determination. Meetings will be conducted during normal business hours.

**1.8 Contract Inspections:**

1.8.1 The Government may perform up to 100% inspection during the initial phase-in portion (the first 90 days) of the contract. Once the quality level of service has been established and attained regularly by the contractor, random sampling will be implemented. However, the Government may perform up to 100% inspection at any time the contractor's performance becomes substandard.

1.8.1.1 **Random Sampling** is a method of looking at a few individual lots to determine the quality of that lot against a standard.

#### 1.8.2 **Customer Complaint:**

1.8.2.1 When a complaint is received, the COR will contact the building custodian to verify the complaint. If the COR is satisfied the complaint is valid, the Contractor will be notified of the defect.

1.8.3 Contractor shall meet with the COR at a prearranged time to review the COR's inspections. The Contractor shall acknowledge review of the reports by initialing the inspection reports.

### 1.9 **Security:**

1.9.1 **Building security;** The Contractor shall be required to safeguard Government property in his work area. Government facilities and Contractor equipment shall be secured at the end of each work period. Windows or exterior doors which the Contractor or representative find unsecured, shall be reported to the Facility Manager immediately upon discovery, and to the COR no later than close of business on the next Government working day.

1.9.2 **Access roster:** The Contractor shall submit a current access roster(s) to the CO/COR within 24 hrs of the award of the contract or at the request of the CO/COR. The access roster(s) shall identify, by building number, each employee, alternates (name and social security number) scheduled to work, and in addition, the roster(s) shall give approximate time the employee(s) will be in the building. Any additions or deletions to this roster shall be submitted to the CO/COR within 24 hours of the change.

1.9.3 **Access register:** Contractor employees shall sign registers upon entering and leaving any buildings/work areas where required or if there is an increase in the Post's security status. The access register(s) shall be centrally located.

1.9.4 **Key control:** The Contractor shall not lose, misplace, or misuse any keys issued to him by the Government. Two keys shall be issued per lock. The Contractor shall provide to the CO a list of Contractor employees who have keys to Government buildings. At the request of the COR, keys shall be available for periodic inspection. "Lost," means the inability to produce a key within 24 hours of request by the CO/COR. The Contractor shall report lost key(s) to the CO/COR no later than close of business the next Government working day following the discovery of the loss. The Contractor shall be liable for the cost incurred by the Government to replace locks and/or keys. Keys issued to the Contractor shall not be duplicated.

### 1.10 **Hours of Operation:**

1.10.1 The Contractor shall perform work after normal working duty hours, starting from 1800 until complete. Contractor should notify customer to settle actual start work hours.

### 1.11 **Recognized Holidays:**

1.11.1 The Contractor shall not perform any work on any weekday which is an U.S. Government holiday, or which is a day observed in lieu of the actual holiday. U.S. Government holidays are as follows:

New Year's Day  
 Martin Luther King Day  
 President's Day  
**Memorial Day**

**Independence Day**  
 Labor Day  
 Columbus Day

Veteran's Day  
 Thanksgiving Day  
 Christmas Day

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States Government agencies. Whenever a service is required three (3) days per week or less, and the work would normally be scheduled on a day which is a holiday, or a day observed in lieu of, then the work shall be performed on the preceding or following day.

#### **1.12 Denied Access:**

1.12.1 In the event that the CO/COR determines that the Contractor's services are not required due to disaster, alert, post closure, etc., the Contractor will be notified as early as possible. When an unforeseen closure occurs, the Government shall have the following options:

1.12.1.1 To require the Contractor to perform the work on the following day unless the following day is a Saturday or Sunday and the routine work is not scheduled for Saturday or Sunday.

1.12.1.2 To forgo the work and reduce payment to the Contractor accordingly for work not performed.

1.12.1.3 To reschedule the work on any day that is satisfactory to both parties.

#### **1.13. Conservation of Utilities:**

1.13.1 The Contractor shall perform all work in a manner, which precludes the waste of utilities, including:

1.13.2 Using lights only in the areas where, and at the time, when work is being performed.

1.13.3 Not adjusting mechanical equipment controls for heating, ventilation, air conditioning systems, etc.

1.13.4 Turning off water faucets, valves, etc., after use.

1.13.5 Not using Government telephones for personal reasons.

#### **1.14 Lost and Found Property:**

1.14.1 All personal property found by the Contractor's employees shall be turned in to the Facility Manager.

#### **1.15 Safety:**

1.15.1 The Contractor shall comply with all applicable safety regulations (including AR 385-10 and OSHA Regulations in 29 CFR, particularly those relating to hazardous materials).

#### **1.16 Fire Protection and Prevention:**

1.16.1 The Contractor shall comply with all applicable fire protection/prevention regulations (including 6th Inf. Div. (L) Reg. 420-11). Briefing will be provided prior to start of contract.

### 1.17 Motor Vehicles:

1.17.1 The Contractor shall consult with the Post Provost Marshal to discuss all applicable vehicle registration, inspection, and traffic regulations prior to commencing work. The Contractor shall comply with all such regulations.

## 2. DEFINITIONS

2.1 **Contracting Officer's Representative (COR):** A person designated in writing by the CO to be responsible for ensuring that the Contractor complies with the terms and conditions of this contract.

2.2 **Contracting Officer (CO):** The CO is the Government's representative officially appointed who will negotiate, enter into and administer the contract after contract award. This is the only Government representative authorized to bind the Government.

2.3 **Basic Cleaning:** Routine custodial service, which accomplishes the results identified in paragraph 5.1, Basic Cleaning Standards in accordance with standards established during Initial Cleaning. The frequency of Basic Cleaning is specified in Technical Exhibit 2 (Task and Frequency Schedule) and ranges from three, twice, to one time per week.

2.4 **Reasonably Clean:** Shall mean that the entire surface shall be free of any of the following: dirt, dust, film, foreign matter, foul odor, fungus, mildew, mineral buildup, residue buildup, scale, scum, scuff marks, marks, smudges, spots, and streaks.

2.5 **Lot:** A collection of service output from which a sample is to be drawn and inspected to determine conformance with the standard.

2.6 **Lot Size:** The number of service outputs in a lot.

2.7 **Output:** The amount of something produced by a system or process during a given span of time.

2.8 **Polished Appearance:** Having a smooth and glossy surface free of scuffmarks, heel marks and stains produced by a mechanical process of polishing.

2.9 **Random Sample:** A method of sampling whereby each service output has an equal chance of being selected.

2.10 **Random Sampling:** A method of looking at a few individual lots to determine the quality of that lot against a standard.

2.11 **Service:** A job performed to a standard within an acceptable quality level. The contractor shall do a specific job, meet a specific standard, and acceptable quality level as shown in Technical Exhibit 1. The Government will determine that performance has been acceptable and that the Contractor will be paid the full monthly amount.

2.12 **Quality Assurance:** The Government's Surveillance program which serves to evaluate the effectiveness of the Contractor's own Quality Control Program under the authority of the "Inspection of Services" clause of this contract.

2.13 **Quality Control:** The Contractor's program, which serves to ensure that all requirements of the contract are provided consistent with industry standards for custodial service.

**2.14 Periodic Cleaning:** Custodial service, which accomplishes the results, identified in paragraph 5.2 of the PWS, Periodic Cleaning, in accordance with standards established during Initial Cleaning. The frequency of Periodic Cleaning is specified in Technical Exhibit 2 (Task and Frequency Schedule).

**2.15 Stripping:** Stripping shall be defined as the complete removal, without damage to the floor surface, of all finish and or sealer from all visible floor surfaces and from those floor surfaces, which can be exposed by the removal of non-fixed furnishings.

**2.16 Refinishing:** Refinishing shall be defined as the proper application of at least two coats of finish to trafficked areas and one coat of finish to areas receiving no traffic.

### **3. GOVERNMENT FURNISHED SERVICES AND SUPPLIES:**

3.1 The Government will provide the Contractor with toilet tissue, trash bags, hand towels, and soap to be used for restocking purposes in the performance of this contract.

3.2 Storage: Where available, the Contractor shall share existing storage areas and janitorial closets with building occupants. Janitor's closets, including sinks, floors, mops, and brooms shall be free of dirt, foreign matter, standing water, and trash and foul odor. All chemicals and germicidal agents, used in the contract performance, shall be tightly capped and stored in accordance with manufacturer's recommendations.

### **4. CONTRACTOR - FURNISHED PROPERTY:**

4.1 The Contractor shall furnish all materials, supplies, and equipment required, except as specified in paragraph 3.1, to meet the terms of this contract.

4.2 All supplies normally used within industry standards, (including any chemicals, solvents, wax, toilet bowl cleaner, stripper etc.) and Material Safety Data Sheets, shall be submitted to the CO/COR for approval prior to use. All material shall be used in accordance with OSHA standards and manufacturer's recommendations.

4.2.1 Material Safety Data Sheets (MSDS) documents shall be posted/present in all areas where chemicals, solvents, wax, toilet bowl cleaner, stripper, etc. are being used or stored by the Contractor.

4.3 The Contractor shall submit provisions for disposal of all chemicals, germicidal agents, and their containers to the CO/COR for approval prior to disposal. Disposal of hazardous waste material from the project site is the sole responsibility of the Contractor. The Contractor may use Fort Wainwright's hazardous materials and waste management facility for disposal of hazardous waste material. The Contractor shall coordinate with the facility prior to disposal by calling 428-2000. Hazardous waste disposal shall be in accordance with USARAK Regulation 200-4.

### **5. CLEANING REQUIREMENTS:**

#### **5.1 Request frequency of scheduled cleaning:**

- a. Battle Command Training Center, Bldg 3437, 3 days a week M, W, & F. Includes: Main lobby, break rooms, conference rooms, stairs, hallways, classrooms, offices when unlocked and accessible, and tactical operations area open bay when needed.
- b. Battle Command Training Center, Bldg 3437, and bathrooms 5 days a week M thru F.
- c. Battle Simulation Center, Bldg 3438, 2 days a week T, & TH. Includes: Hallways, bathrooms, break rooms, and classrooms.

- d. Assembly Bldg 3439, once per week on Friday's. Includes: Bathrooms, main lobby area, and open bay area when needed.

## 5.2 Basic Cleaning Standards: (Where Applicable)

5.2.1 **Trash Removal:** All waste baskets and other trash containers shall be free of trash, dirt and foul odors, contain plastic trash liners, and shall be returned to their original positions. Plastic trash liners shall not be torn, heavily soiled, or have a foul odor. New plastic trash liners shall be placed in each wastebasket and trash container. Boxes, cans, papers, and other items marked "TRASH" shall be removed to the dumpster. Trash shall be deposited in the nearest outside trash collection point. The Contractor shall remove any and all trash, which resulted from his action while performing his custodial functions.

### 5.2.2 Floor Cleaning:

5.2.2.1 **Non-Carpeted Floor cleaning:** all non-wood, non-carpeted floors, including stairs and stairwells, shall be dust mopped. All rubberized floors shall be swept and dry-mopped or very lightly damped mopped as needed. The manufacturer states the rubberized floors should be spot cleaned with a neutral PH cleaner such as Task "Profile", contractor should apply to manufacturer's directions. The raised access floors in the classrooms, have rubberized panels and are not absolutely leak proof, but only installed joint-to-joint. This is why you should never use customary wet cleaning procedures. The entire floor, (including base molding and areas under desk, chairs, trash receptacles and easily moveable items weighing up to 50 lbs.), shall have a reasonably clean appearance and be free of loose dust, litter, soil, and grit. The Contractor shall not be required to move chair mats. Occupants desiring cleaning where chair mats exist will remove mats to facilitate cleaning. Clean floors shall show no evidence of scuffmarks, stains, films, dirt streaks, swirl marks, detergent residue, mop strands, or standing liquids. There shall be no splash marks or mop streaks on furniture, walls, baseboard, heaters, or other non-floor areas. The non-carpeted resilient flooring shall be maintained to a clean and polished appearance and as a minimum shall be spray buffed every other week or as needed, Bldg 3438 (ONLY) excluding wood floors and stairs. All moved items, including classroom desks, should be returned to their original positions. Concrete floors in main lobby be buffed and cleaned, concrete floors in open bay area's should be swept and mopped.

5.2.2.2 **Stripping:** Resilient flooring shall be stripped and refinished every six months. Stripping shall include the complete removal without damage to the floor surface, of all existing finish and \or sealer from all visible floor surfaces. Stripping shall also remove all marks, scuffs, stain, etc. The Contractor shall also strip those floor surfaces, which can be exposed by the removal of non-fixed furnishings. Stripping chemicals used shall meet the manufacturer's recommendation for the type of finish and/or sealer being stripped. The Contractor shall apply stripping agents in accordance to the manufacturer's directions.

5.2.2.3 **Refinishing:** The floor finish shall meet the manufacturer's recommendation for the type of flooring to which it is applied. Floor finish shall be applied in accordance with manufacture's recommendations. Floor finish, which is not used and removed from it original container shall be discarded, and shall not be returned to the original container. After the finish has dried, the floor reflectance shall be uniformed and no scuffmarks, stains, films, dirt streaks, swirl marks, detergent residue, mop strands, streaks, swirls, etc., shall be visible. There shall be no splash marks or mop streaks on furniture, walls, baseboard, heaters, or other non-floor areas

**5.2.2.4 Spray-Buffer:** Prior to being spray-buffed, the floor surface shall be swept and brought to a clean uniform appearance. Spray-buffing solution shall be used to restore a uniform gloss and protective finish to resilient tile floors, which are finished with a floor finish. The spray-buff solution shall be prepared in accordance to the manufacturer's directions. The floor finish shall be of the type already on the floor. All areas accessible to the floor machine shall be spray-buffed. Chairs, trash receptacles, etc. shall be tilted or moved where necessary to spray-buff underneath. The floor shall be swept after being spray-buffed. After spray-buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. All spray-buff solution shall be removed from baseboards, furniture, trash receptacles, etc.

**5.2.3 Entrance Mats, Grates, and Grate Pit Cleaning:** All entrance mats, grates, and grate pits which have grates that are easily removable by hand, shall be free of all litter, soil, and grit. Return all mats and removable grates to their original position after cleaning. Litter, soil, grits and standing water shall not be present beneath entrance mats.

**5.2.4 Low Dusting:** All office furniture and equipment (excluding desks, computers, fabric covered chairs, phones, electric calculators and concession equipment) shall be free of dust, lint and litter to height of seven (7) feet above the floor.

**5.2.5 Spot Cleaning:** All stainless steel covered walls, stairs and stairwells, partitions, paneling, doors, ledges, window sills, and handrails shall have a reasonably clean appearance free of stains, spots, smudges, streaks, and fingerprints, to a height of seven (7) feet above the floor.

**5.2.6 Drinking Fountain/Sink Cleaning:** All porcelain and metal surfaces of drinking fountains and sinks, including orifices and drains, shall be disinfected with an appropriate agent, and shall be free of stains, spots, smudges, streaks, fingerprints, scale and mineral buildup.

**5.2.7 Glass Cleaning:** All glass partitions, directory, display cases, mirrors, and similar items shall have a reasonably clean appearance free of dirt, spots, smudges, streaks, fingerprints, and water.

**5.2.8 Chalkboard Tray Cleaning:** All chalkboard trays shall be free of chalk dust. Dust shall be removed as trash. All chalk shall be returned to the chalk tray.

**5.2.9 Restroom Cleaning and Restocking:** The following results shall be accomplished in accordance with standards:

**5.2.9.1 Trash Removal:** Per paragraph 5.1.1.

**5.2.9.1.1** Trash removal for Childcare Centers, Child Development Centers, Youth Centers, Education Centers, and Physical Fitness Centers: Per paragraph 5.1.1.1

**5.2.9.2 Carpet and Rug Vacuuming:** Per paragraph 5.1.2.1.

**5.2.9.3 Non-Carpet Floor Cleaning:** Per paragraph 5.1.2.2. In addition, the floors shall be disinfected using an appropriate agent. All floor tile and grout shall have a reasonably clean appearance and be free of dirt, film, spots, smudges, streaks, scale, scum, debris matter, foul odor, mildew, fungus, mineral buildup and rust.

**5.2.9.4 Walls:** All wall/ partition surfaces, including grout between tile, shall be disinfected using an appropriate agent. All wall surfaces and grout shall have a reasonably clean appearance and be free of dirt, film, spot, smudges, streaks, scale, scum, debris matter, foul odor, mildew, fungus, rust and mineral buildup.

5.2.9.5 **Low Dusting:** All walls, lockers, partitions, paneling, radiators, heat registers, heat convectors, ledges, window sills and handrails shall be free of dust, lint and litter to a height of seven (7) feet above the floor.

5.2.9.6 **Spot Cleaning:** Per paragraph 5.1.4. In addition, all surfaces shall be disinfected using an appropriate agent.

5.2.9.7 **Fixture Cleaning:** All surfaces of sinks, toilets, urinals, dispensers having orifices, drains and plumbing connections shall be disinfected with an appropriate agent and shall be free of rust, scale, stains, spots, smudges, streaks, fingerprints, debris matter, foul odor and mineral buildup.

5.2.9.8 **Glass Cleaning:** All mirrors and glass surfaces shall be free of dirt, film, spots, smudges, streaks, fingerprints and water.

5.2.9.9 **Supply Stocking:** Sufficient quantities of all Government furnished supplies shall be stocked in available dispensers.

5.2.10 **Showers/Lockers/Tiled Areas, Cleaning and Restocking:** The following results shall be accomplished in accordance with cleaning standards outlined in this PWS:

5.2.10.1 **Trash Removal:** Per paragraph 5.1.1.

5.2.10.2 **Non-Carpet Floor Cleaning:** Per paragraph 5.1.2.2. In addition, the floors shall be disinfected using an appropriate agent. All floor tile and grout shall have a reasonably clean appearance and be free of dirt, film, spots, smudges, streaks, scale, scum, debris matter, foul odor, mildew, fungus, rust, and mineral buildup.

5.2.10.3 **Walls:** All wall/ partition surfaces, including grout between tile, shall be disinfected using an appropriate agent. All wall surfaces and grout shall have a reasonably clean appearance and be free of dirt, film, spot, smudges, streaks, scale, scum, debris matter, foul odor, mildew, fungus, rust and mineral buildup.

5.2.10.4 **Low Dusting:** All walls, lockers, partitions, paneling, radiators, heat registers, heat convectors, ledges, window sills and handrails shall be free of dust, lint and litter to a height of seven (7) feet above the floor.

5.2.10.5 **Spot Cleaning,** per paragraph 5.1.4: In addition, all surfaces shall be disinfected using an appropriate agent.

5.2.10.6 **Fixture Cleaning:** All surfaces of sinks, toilets, urinals, dispensers having orifices, drains and plumbing connections shall be disinfected with an appropriate agent and shall be free of rust, scale, stains, spots, smudges, streaks, fingerprints, debris matter, foul odor and mineral buildup.

5.2.10.7 **Glass Cleaning:** All mirrors shall be free of dirt, film, spots, smudges, streaks, fingerprints and water.

5.2.10.8 **Supply Stocking:** Sufficient quantities of all Government furnished supplies shall be stocked in available dispensers.

### 5.3 Periodic Cleaning Standards:

#### 5.3.1 Floor Maintenance:

5.3.1.1 Non Carpet Floors: The entire room area, including concrete sub-floors, shall be cleaned with vacuum cleaners. All resilient, non-grouted, tile floors, stairs and stairwells (excluding rubber tile) which are accessible and which are covered by moveable non-fixed furnishings weighing up to 50 lbs. (rugs, chairs, trash receptacles etc.) shall be stripped or scrubbed of all existing floor finish. Stripped floor shall be refinished with approved floor finish. Stripping agents shall be neutralized before floor-finishing agent is applied. All refinished floors shall have a polished appearance, free of scuffmarks and heel marks. All furnishings moved by the Contractor shall be returned to their original positions.

5.3.1.1.2 Preparation of area to be cleaned: Normally, areas to be cleaned will not be covered with furniture. Where it is necessary for the Contractor to move furniture and furnishings, it shall be done with extreme care. After the floor is cleaned, the furniture and furnishings shall be replaced to make the area ready for use the next business day. Such removal and replacement of furniture shall be included at the rates cited in the applicable line item of the schedule for stripping and refinishing floors with furniture moving. No additional charges, other than those specified in the Schedule, shall be made for the purpose of moving furniture to facilitate on-site cleaning. The Contractor is not required to remove items of furniture in excess of 50 lbs.

5.3.1.3.3 Preparation of area to be cleaned: Areas to be cleaned may be covered with furniture. Where it is necessary for the Contractor to move furniture and furnishings, it shall be done with extreme care. After the carpet is cleaned, the furniture and furnishings shall be replaced to make the area ready for use the next business day. Such removal and replacement may be charged as "furniture moving" and will be at the rate cited in the applicable line items of the Schedule. No additional charges will be made for the purpose of moving furniture to facilitate on-site carpet cleaning. Any moving of furniture must have prior approval of the CO/COR. The Contractor is not required to remove items of furniture in excess of 50 lbs.

### 5.3.2 High Dusting:

5.3.2.1 All surfaces, including venetian blinds, shades, etc. (except ceilings) shall be free of all dust, lint and litter over a height of seven (7) feet above the floor.

### 5.3.3 Light Fixture Cleaning:

5.3.3.1 All fluorescent light fixture diffusers shall be free of bugs, dirt, dust, grease and other debris.

### 5.3.4 Window Cleaning:

5.3.4.1 **Windows:** Windows are the glass surfaces that are an integral part of the outer surfaces of the building.

5.3.4.2 **Cleaning window surfaces:** The interior and exterior of the window area shall be cleaned, removing all traces of film, dirt, smudges, water, and all other debris. This shall include window frames, casings, sills, and glass.

**END OF SOW**

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 21-APR-2004 TO 20-AUG-2004	N/A	DIREC OF PLANS TRAINING SECURITY MOBILIZ LOWE, JAMES BLDG 3437 LUZON AVENUE FT WAINWRIGHT AK 99703 907 353-1422 FOB: Destination	W4UJ8C

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

RCO-AK 0001 CONTACT FOR CONTRACT ADMINISTRATION (Local Clause)

In the event your organization receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

(End of Clause)

RCO-AK 006 POST TRAFFIC REGULATION (Local Clause)

All Contractors are advised that it is a violation of a post traffic regulation to exceed 10 miles per hour while passing military personnel in formation, or a military group running or walking along the side of the road. Driving privileges on this installation may be suspended or canceled for violating post traffic regulations or applicable state laws and will not be considered an excusable delay under the contract. Each Contractor must ensure that all of its employees have been informed of this information.

(End of clause)

RCO-AK 010 REQUIRED INSURANCE (Local Clause)

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

TYPE	AMOUNT
(a) Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
(b) General Liability Insurance	\$500,000.00 per occurrence
(c) Automobile Liability Insurance	
For commercial motor vehicles as defined by the Department of Public Safety, Division of Motor Vehicles, Commercial Vehicle Section	\$500,000.00 bodily injury or death in a single occurrence \$200,000.00 property damage in a single occurrence
For other vehicles used in connection with performing the contract	\$200,000.00 for bodily injury or death per person \$500,000.00 for bodily injury or death per occurrence \$25,000.00 property damage per occurrence

Workers' Compensation Insurance MUST comply with the requirements of Alaska Statute 23.30.

Note: As prescribed by Clause 52.228-5, before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. Policies evidencing required

insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. Upon request, proof of the required insurance and the endorsement shall be furnished to the Contracting Officer.

Additional Note: The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

\$50,000.00 bodily injury or death  
of one person per occurrence  
\$100,000.00 bodily injury or death  
of two or more persons per occurrence  
\$25,000.00 property damage per occurrence

(End of clause)

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- \_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_XX\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- \_\_XX\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_XX\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_XX\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX\_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_XX\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_XX\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_XX\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_XX\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). (NA-01 \$12.00 per hour)

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

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

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

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

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

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

(End of clause)

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2017
Director	Wage Determinations	Revision No.: 29
		Date Of Last Revision: 03/15/2004

State: Alaska  
Area: Alaska Statewide

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.25
01012 - Accounting Clerk II	13.46
01013 - Accounting Clerk III	16.97
01014 - Accounting Clerk IV	19.02
01030 - Court Reporter	17.92
01050 - Dispatcher, Motor Vehicle	17.18
01060 - Document Preparation Clerk	15.39
01070 - Messenger (Courier)	13.11
01090 - Duplicating Machine Operator	13.38
01110 - Film/Tape Librarian	15.27
01115 - General Clerk I	12.14
01116 - General Clerk II	14.64
01117 - General Clerk III	15.39
01118 - General Clerk IV	17.32
01120 - Housing Referral Assistant	18.57
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	17.14
01191 - Order Clerk I	13.94
01192 - Order Clerk II	15.73
01261 - Personnel Assistant (Employment) I	15.35
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.28
01264 - Personnel Assistant (Employment) IV	22.38
01270 - Production Control Clerk	21.31
01290 - Rental Clerk	15.27
01300 - Scheduler, Maintenance	16.01
01311 - Secretary I	16.01
01312 - Secretary II	17.92
01313 - Secretary III	18.57
01314 - Secretary IV	20.88
01315 - Secretary V	22.76
01320 - Service Order Dispatcher	15.37
01341 - Stenographer I	14.27
01342 - Stenographer II	16.03
01400 - Supply Technician	20.88
01420 - Survey Worker (Interviewer)	17.07
01460 - Switchboard Operator-Receptionist	12.54
01510 - Test Examiner	17.92
01520 - Test Proctor	17.92
01531 - Travel Clerk I	12.68
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	15.47
01611 - Word Processor I	13.66
01612 - Word Processor II	15.44
01613 - Word Processor III	16.71
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	16.45
03041 - Computer Operator I	16.09
03042 - Computer Operator II	17.14

03043 - Computer Operator III	24.42	
03044 - Computer Operator IV	25.98	
03045 - Computer Operator V	27.62	
03071 - Computer Programmer I (1)	20.07	
03072 - Computer Programmer II (1)	24.82	
03073 - Computer Programmer III (1)	27.62	
03074 - Computer Programmer IV (1)	27.62	
03101 - Computer Systems Analyst I (1)	27.62	
03102 - Computer Systems Analyst II (1)	27.62	
03103 - Computer Systems Analyst III (1)	27.62	
03160 - Peripheral Equipment Operator		16.62
05000 - Automotive Service Occupations		
05005 - Automotive Body Repairer, Fiberglass	22.47	
05010 - Automotive Glass Installer	20.51	
05040 - Automotive Worker	20.51	
05070 - Electrician, Automotive	22.17	
05100 - Mobile Equipment Servicer	18.40	
05130 - Motor Equipment Metal Mechanic	22.47	
05160 - Motor Equipment Metal Worker	20.51	
05190 - Motor Vehicle Mechanic	22.47	
05220 - Motor Vehicle Mechanic Helper	17.38	
05250 - Motor Vehicle Upholstery Worker	20.51	
05280 - Motor Vehicle Wrecker	20.51	
05310 - Painter, Automotive	21.44	
05340 - Radiator Repair Specialist	20.51	
05370 - Tire Repairer	17.78	
05400 - Transmission Repair Specialist	22.47	
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker	10.30	
07010 - Baker	14.50	
07041 - Cook I	12.82	
07042 - Cook II	14.72	
07070 - Dishwasher	10.99	
07130 - Meat Cutter	16.05	
07250 - Waiter/Waitress	10.83	
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter	21.44	
09040 - Furniture Handler	15.78	
09070 - Furniture Refinisher	21.44	
09100 - Furniture Refinisher Helper	17.38	
09110 - Furniture Repairer, Minor	19.42	
09130 - Upholsterer	21.44	
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	9.80	
11060 - Elevator Operator	11.07	
11090 - Gardener		15.93
11121 - House Keeping Aid I	10.69	
11122 - House Keeping Aid II	11.99	
11150 - Janitor	12.18	
11210 - Laborer, Grounds Maintenance	13.26	
11240 - Maid or Houseman	10.69	
11270 - Pest Controller	16.93	
11300 - Refuse Collector	15.69	
11330 - Tractor Operator	15.03	

11360 - Window Cleaner	13.45
12000 - Health Occupations	
12020 - Dental Assistant	15.88
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	19.48
12071 - Licensed Practical Nurse I	13.89
12072 - Licensed Practical Nurse II	15.61
12073 - Licensed Practical Nurse III	17.47
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	17.17
12160 - Medical Record Clerk	14.45
12190 - Medical Record Technician	15.14
12221 - Nursing Assistant I	9.56
12222 - Nursing Assistant II	10.76
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	13.18
12250 - Pharmacy Technician	14.54
12280 - Phlebotomist	15.94
12311 - Registered Nurse I	21.59
12312 - Registered Nurse II	26.42
12313 - Registered Nurse II, Specialist	26.42
12314 - Registered Nurse III	31.96
12315 - Registered Nurse III, Anesthetist	31.96
12316 - Registered Nurse IV	38.32
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.84
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	22.95
13050 - Library Technician	19.63
13071 - Photographer I	16.79
13072 - Photographer II	21.09
13073 - Photographer III	21.99
13074 - Photographer IV	26.87
13075 - Photographer V	28.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.27
15030 - Counter Attendant	9.27
15040 - Dry Cleaner	11.82
15070 - Finisher, Flatwork, Machine	9.27
15090 - Presser, Hand	9.27
15100 - Presser, Machine, Drycleaning	9.27
15130 - Presser, Machine, Shirts	9.27
15160 - Presser, Machine, Wearing Apparel, Laundry	9.27
15190 - Sewing Machine Operator	13.01
15220 - Tailor	14.50
15250 - Washer, Machine	10.12
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	22.55
19040 - Tool and Die Maker	28.08
21000 - Material Handling and Packing Occupations	

21010 - Fuel Distribution System Operator	24.18	
21020 - Material Coordinator	21.31	
21030 - Material Expediter	21.31	
21040 - Material Handling Laborer	16.29	
21050 - Order Filler		13.82
21071 - Forklift Operator	17.80	
21080 - Production Line Worker (Food Processing)	17.80	
21100 - Shipping/Receiving Clerk	17.20	
21130 - Shipping Packer	17.20	
21140 - Store Worker I	13.66	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	18.50	
21210 - Tools and Parts Attendant	17.67	
21400 - Warehouse Specialist	17.80	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	22.18	
23040 - Aircraft Mechanic Helper	17.38	
23050 - Aircraft Quality Control Inspector	23.48	
23060 - Aircraft Servicer	19.42	
23070 - Aircraft Worker	20.43	
23100 - Appliance Mechanic	21.45	
23120 - Bicycle Repairer	17.78	
23125 - Cable Splicer	30.48	
23130 - Carpenter, Maintenance	22.54	
23140 - Carpet Layer	20.79	
23160 - Electrician, Maintenance	28.07	
23181 - Electronics Technician, Maintenance I	21.21	
23182 - Electronics Technician, Maintenance II	30.22	
23183 - Electronics Technician, Maintenance III	32.77	
23260 - Fabric Worker	19.83	
23290 - Fire Alarm System Mechanic		23.52
23310 - Fire Extinguisher Repairer	19.16	
23340 - Fuel Distribution System Mechanic	28.42	
23370 - General Maintenance Worker	20.43	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	22.66	
23430 - Heavy Equipment Mechanic	25.13	
23440 - Heavy Equipment Operator	27.85	
23460 - Instrument Mechanic	24.04	
23470 - Laborer	13.51	
23500 - Locksmith	22.55	
23530 - Machinery Maintenance Mechanic	26.53	
23550 - Machinist, Maintenance	23.08	
23580 - Maintenance Trades Helper	17.38	
23640 - Millwright	23.95	
23700 - Office Appliance Repairer	22.55	
23740 - Painter, Aircraft	24.52	
23760 - Painter, Maintenance	21.45	
23790 - Pipefitter, Maintenance	29.11	
23800 - Plumber, Maintenance	27.79	
23820 - Pneudraulic Systems Mechanic	23.95	
23850 - Rigger	23.95	
23870 - Scale Mechanic	21.20	
23890 - Sheet-Metal Worker, Maintenance	25.83	
23910 - Small Engine Mechanic	21.54	
23930 - Telecommunication Mechanic I	23.64	

23931 - Telecommunication Mechanic II	27.01	
23950 - Telephone Lineman	23.64	
23960 - Welder, Combination, Maintenance	22.55	
23965 - Well Driller	24.34	
23970 - Woodcraft Worker	23.95	
23980 - Woodworker	20.12	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	12.47	
24580 - Child Care Center Clerk	15.54	
24600 - Chore Aid	11.74	
24630 - Homemaker	18.94	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	26.53	
25040 - Sewage Plant Operator	22.25	
25070 - Stationary Engineer	26.53	
25190 - Ventilation Equipment Tender	17.38	
25210 - Water Treatment Plant Operator	21.94	
27000 - Protective Service Occupations		
(not set) - Police Officer	29.17	
27004 - Alarm Monitor	17.94	
27006 - Corrections Officer	24.74	
27010 - Court Security Officer	23.89	
27040 - Detention Officer	24.74	
27070 - Firefighter	20.42	
27101 - Guard I	12.73	
27102 - Guard II	15.61	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	21.20	
28020 - Hatch Tender	21.20	
28030 - Line Handler	21.20	
28040 - Stevedore I	22.75	
28050 - Stevedore II	25.19	
29000 - Technical Occupations		
21150 - Graphic Artist	25.25	
29010 - Air Traffic Control Specialist, Center (2)	29.73	
29011 - Air Traffic Control Specialist, Station (2)	20.63	
29012 - Air Traffic Control Specialist, Terminal (2)	22.72	
29023 - Archeological Technician I	18.22	
29024 - Archeological Technician II	20.48	
29025 - Archeological Technician III	25.29	
29030 - Cartographic Technician	28.75	
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.74	
29040 - Civil Engineering Technician	24.20	
29061 - Drafter I	17.72	
29062 - Drafter II	21.97	
29063 - Drafter III	27.28	
29064 - Drafter IV	28.75	
29081 - Engineering Technician I	20.65	
29082 - Engineering Technician II	25.56	
29083 - Engineering Technician III	28.25	
29084 - Engineering Technician IV	29.45	
29085 - Engineering Technician V	31.47	
29086 - Engineering Technician VI	37.83	
29090 - Environmental Technician	19.18	

29100 - Flight Simulator/Instructor (Pilot)	35.35	
29160 - Instructor	24.39	
29210 - Laboratory Technician	21.99	
29240 - Mathematical Technician	28.75	
29361 - Paralegal/Legal Assistant I	20.72	
29362 - Paralegal/Legal Assistant II	24.45	
29363 - Paralegal/Legal Assistant III	29.91	
29364 - Paralegal/Legal Assistant IV	36.66	
29390 - Photooptics Technician	26.61	
29480 - Technical Writer	29.84	
29491 - Unexploded Ordnance (UXO) Technician I	19.02	
29492 - Unexploded Ordnance (UXO) Technician II	23.01	
29493 - Unexploded Ordnance (UXO) Technician III	27.58	
29494 - Unexploded (UXO) Safety Escort	19.02	
29495 - Unexploded (UXO) Sweep Personnel	19.02	
29620 - Weather Observer, Senior (3)	26.72	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.09	
29622 - Weather Observer, Upper Air (3)	19.09	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	18.80	
31260 - Parking and Lot Attendant	13.19	
31290 - Shuttle Bus Driver	17.68	
31300 - Taxi Driver	15.74	
31361 - Truckdriver, Light Truck	17.30	
31362 - Truckdriver, Medium Truck	18.75	
31363 - Truckdriver, Heavy Truck	20.84	
31364 - Truckdriver, Tractor-Trailer	20.84	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	11.22	
99030 - Cashier	11.70	
99041 - Carnival Equipment Operator	14.59	
99042 - Carnival Equipment Repairer	15.47	
99043 - Carnival Worker	11.99	
99050 - Desk Clerk	14.09	
99095 - Embalmer	19.02	
99300 - Lifeguard		11.11
99310 - Mortician		19.02
99350 - Park Attendant (Aide)	13.94	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.41	
99500 - Recreation Specialist	22.53	
99510 - Recycling Worker	22.30	
99610 - Sales Clerk	12.94	
99620 - School Crossing Guard (Crosswalk Attendant)	14.06	
99630 - Sport Official	11.11	
99658 - Survey Party Chief (Chief of Party)	26.44	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	24.04	
99660 - Surveying Aide	17.60	
99690 - Swimming Pool Operator	16.45	
99720 - Vending Machine Attendant	14.05	
99730 - Vending Machine Repairer	16.45	
99740 - Vending Machine Repairer Helper	14.05	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or **\$.67 cents** per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at **202-783-3238**, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to

the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and past performance.

Past performance, when combined, are equal to price, **in accordance with FAR 15.304.**

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

(End of clause)

##### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

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

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

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

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

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

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

FTA Country or Israeli End Products

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

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--

Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

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

(List as necessary)

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

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.  
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-----  
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(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.  
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Country of Origin  
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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)