

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER W81G67-0347-6773		PAGE 1 OF 57							
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW37-01-Q-0020							
7. FOR SOLICITATION INFORMATION CALL		a. NAME LISA P STENSRUD				b. TELEPHONE NUMBER (No Collect Calls) 651-290-5416		6. SOLICITATION ISSUE DATE 29-Jan-2001					
9. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET  ST PAUL, MN 55101-1638  TEL: FAX: 651-290-5706		CODE DACW37		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: 0782 SIZE STANDARD: \$5.0 million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13 a. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> UNDER DPAS (15 CFR 700)  13 b. RATING		12. DISCOUNT TERMS				
15. DELIVER TO EAU GALLE LAKE PROJECT ATTN: No Contacts Identified USACE - EAU GALLE PROJECT PO BOX 190  SPRING VALLEY, WI 54767				16. ADMINISTERED BY  <b>SEE ITEM 9</b>									
17 a. CONTRACTOR/ OFFEROR				CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY  CODE					
TELEPHONE NO.													
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21 QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
<b>SEE SCHEDULE</b>													
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT			
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.										ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27 b. 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 <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:							
30 a. SIGNATURE OF OFFEROR/CONTRACTOR						31 a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30 b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>				31 c. DATE SIGNED			
32 a. 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			
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE		42a. RECEIVED BY <i>(Print)</i>							
						42b. RECEIVED AT <i>(Location)</i>							
						42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## SECTION SF 1449 CONTINUATION SHEET

**LOT I – EAU GALLE LAKE MAINTENANCE SERVICES (BASE PERIOD)**  
**PERIOD OF PERFORMANCE 15 APRIL 2001 THROUGH 31 OCTOBER 2001**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOWING, TRIMMING, AND TRAIL MAINTENANCE	1.00	Lump Sum		
0002	TREE, SHRUB AND WOODY VEGETATION REMOVAL	1.00	Lump Sum		
0003	REFUSE, LITTER AND RECYCLING REMOVAL	1.00	Lump Sum		
0004	CLEANING AND SANITARY MAINTENANCE SERVICES FOR PRIVIES, RESTROOMS, SHOWERS AND CHANGE HOUSE	1.00	Lump Sum		
0005	PICNIC SHELTERS AND INTERPRETIVE CENTER SERVICES	1.00	Lump Sum		
0006	MISCELLANEOUS CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		
0007	CLEANING & SANITARY MAINTENANCE FOR PROJECT OFFICE	1.00	Lump Sum		
0008	HIGH WATER CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		

**LOT I TOTAL FFP AMOUNT (BASE PERIOD)****\$** \_\_\_\_\_

**OPTION LOT II – EAU GALLE LAKE MAINTENANCE SERVICES**  
**PERIOD OF PERFORMANCE 14 APRIL 2002 THROUGH 31 OCTOBER 2002**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	MOWING, TRIMMING, AND TRAIL MAINTENANCE	1.00	Lump Sum		
0010	TREE, SHRUB AND WOODY VEGETATION REMOVAL	1.00	Lump Sum		
0011	REFUSE, LITTER AND RECYCLING REMOVAL	1.00	Lump Sum		
0012	CLEANING AND SANITARY MAINTENANCE SERVICES FOR PRIVIES, RESTROOMS, SHOWERS AND CHANGE HOUSE	1.00	Lump Sum		
0013	PICNIC SHELTERS AND INTERPRETIVE CENTER SERVICES	1.00	Lump Sum		
0014	MISCELLANEOUS CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		
0015	CLEANING & SANITARY MAINTENANCE FOR PROJECT OFFICE	1.00	Lump Sum		
0016	HIGH WATER CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		

**OPTION LOT II TOTAL FFP AMOUNT** \$ \_\_\_\_\_

**OPTION LOT III – EAU GALLE LAKE MAINTENANCE SERVICES**  
**PERIOD OF PERFORMANCE 13 APRIL 2003 THROUGH 31 OCTOBER 2003**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	MOWING, TRIMMING, AND TRAIL MAINTENANCE	1.00	Lump Sum		
0018	TREE, SHRUB AND WOODY VEGETATION REMOVAL	1.00	Lump Sum		
0019	REFUSE, LITTER AND RECYCLING REMOVAL	1.00	Lump Sum		
0020	CLEANING AND SANITARY MAINTENANCE SERVICES FOR PRIVIES, RESTROOMS, SHOWERS AND CHANGE HOUSE	1.00	Lump Sum		
0021	PICNIC SHELTERS AND INTERPRETIVE CENTER SERVICES	1.00	Lump Sum		
0022	MISCELLANEOUS CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		
0023	CLEANING & SANITARY MAINTENANCE FOR PROJECT OFFICE	1.00	Lump Sum		
0024	HIGH WATER CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		

**OPTION LOT III TOTAL FFP AMOUNT** **\$** \_\_\_\_\_

**OPTION LOT IV – EAU GALLE LAKE MAINTENANCE SERVICES**  
**PERIOD OF PERFORMANCE 11 APRIL 2004 THROUGH 31 OCTOBER 2004**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	MOWING, TRIMMING, AND TRAIL MAINTENANCE	1.00	Lump Sum		
0026	TREE, SHRUB AND WOODY VEGETATION REMOVAL	1.00	Lump Sum		
0027	REFUSE, LITTER AND RECYCLING REMOVAL	1.00	Lump Sum		
0028	CLEANING AND SANITARY MAINTENANCE SERVICES FOR PRIVIES, RESTROOMS, SHOWERS AND CHANGE HOUSE	1.00	Lump Sum		
0029	PICNIC SHELTERS AND INTERPRETIVE CENTER SERVICES	1.00	Lump Sum		
0030	MISCELLANEOUS CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		
0031	CLEANING & SANITARY MAINTENANCE FOR PROJECT OFFICE	1.00	Lump Sum		
0032	HIGH WATER CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		

**OPTION LOT IV TOTAL FFP AMOUNT** **\$** \_\_\_\_\_

**OPTION LOT V – EAU GALLE LAKE MAINTENANCE SERVICES**  
**PERIOD OF PERFORMANCE 10 APRIL 2005 THROUGH 31 OCTOBER 2005**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	MOWING, TRIMMING, AND TRAIL MAINTENANCE	1.00	Lump Sum		
				_____.	_____.
0034	TREE, SHRUB AND WOODY VEGETATION REMOVAL	1.00	Lump Sum		
				_____.	_____.
0035	REFUSE, LITTER AND RECYCLING REMOVAL	1.00	Lump Sum		
				_____.	_____.
0036	CLEANING AND SANITARY MAINTENANCE SERVICES FOR PRIVIES, RESTROOMS, SHOWERS AND CHANGE HOUSE	1.00	Lump Sum		
				_____.	_____.
0037	PICNIC SHELTERS AND INTERPRETIVE CENTER SERVICES	1.00	Lump Sum		
				_____.	_____.
0038	MISCELLANEOUS CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		
				_____.	_____.
0039	CLEANING & SANITARY MAINTENANCE FOR PROJECT OFFICE	1.00	Lump Sum		
				_____.	_____.
0040	HIGH WATER CLEANING & MAINTENANCE SERVICES	1.00	Lump Sum		
				_____.	_____.

<b>OPTION LOT V TOTAL FFP AMOUNT</b>					<b>\$ _____</b>
<b>TOTAL AMOUNT – BASE PLUS OPTION YEARS</b>					<b>\$ _____</b>
	<b>(LOTS I, II, III, IV &amp; V)</b>				

## CLAUSES INCORPORATED BY FULL TEXT

## NOTES TO QUOTERS:

1. QUOTATIONS SHALL BE SUBMITTED NO LATER THAN 2:00 PM LOCAL TIME (CST), 28 FEBRUARY 2001. PLEASE SEND YOUR QUOTE TO LISA STENSRUD IN THE CONTRACTING DIVISION. YOU MAY FAX YOUR QUOTE (INCLUDING ALL PAGES OF REPRESENTATIONS AND CERTIFICATIONS—CLAUSE 52.212-3 AND ATTACHMENT (5)) TO FAX NUMBER 651-290-5706 OR MAIL TO THE US ARMY CORPS OF ENGINEERS, 190 5<sup>TH</sup> STREET EAST, ST PAUL MN 55101-1638, ATTN: LISA STENSRUD. MARK THE OUTSIDE PACKAGING OF QUOTATIONS WITH THE SOLICITATION NUMBER, DACW37-01-Q-0020.
2. ATTACHMENT (5) – DOL WAGE DETERMINATION ADJUSTMENT BASELINE MUST BE SUBMITTED WITH YOUR QUOTATION SUBMITTAL. AS REFERNCED IN SOLICITATION FAR CLAUSE 52.222-41 (SERVICE CONTRACT ACT OF 1965, AS AMENDED) AND 52.222-43 (FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT) APPLY TO THIS CONTRACT. THE APPLICABLE WAGE DETERMINATION IS CONTAINED IN ATTACHMENT (2). CONTRACT PRICE ADJUSTMENTS IN RESPONSE TO WAGE DETERMINATION REVISIONS SHALL BE DETERMINED AND PAID USING THE PROCEDURES CONTAINED IN ATTACHMENTS (4) AND (5).
3. BLOCK 10 ON THE STANDARD FORM 1449 IS REVISED TO SHOW A NAICS CODE OF 561990 RATHER THAN SIC CODE 0782. THE SIZE STANDARD REMAINS UNCHANGED.
4. AWARD WILL BE MADE TO THE RESPONSIVE, RESPONSIBLE QUOTER WHO QUOTES THE LOWEST REASONABLE PRICE.
5. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (ATTACHMENT (1)), DOL WAGE DETERMINATION 94-2287 (ATTACHMENT (2)) AND DRAWINGS 1 THROUGH 3 (ATTACHMENT (3)).
6. THE APPARENT SUCCESSFUL QUOTER MAY BE REQUESTED TO PROVIDE THE FOLLOWING INFORMATION AS SOON AS POSSIBLE AFTER THE QUOTATION DUE DATE:
  - a. A FINANCIAL STATEMENT, TO INCLUDE A BALANCE SHEET AND INCOME STATEMENT, AND
  - b. A BANK CERTIFICATION OF FINANCIAL CAPABILITY (LINE OF CREDIT).

THIS INFORMATION WILL BE TREATED AS CONFIDENTIAL. THE FINANCIAL STATEMENTS SHOULD NOT BE OVER 60 DAYS OLD. IF OVER 60 DAYS OLD, A CERTIFICATION SHOULD BE ATTACHED STATING THAT THE FINANCIAL CONDITION OF THE FIRM IS SUBSTANTIALLY THE SAME OR, IF NOT THE SAME, THE CHANGES THAT HAVE TAKEN PLACE.

7. ALL EXTENSIONS OF THE UNIT PRICES SHOWN WILL BE SUBJECT TO VERIFICATION BY THE GOVERNMENT. IN CASE OF A DISCREPANCY BETWEEN THE UNIT PRICE AND THE EXTENSION, THE UNIT PRICE WILL PREVAIL.
8. THE GOVERNMENT MAY DETERMINE THAT A QUOTATION IS UNACCEPTABLE IF THE PRICES PROPOSED ARE MATERIALLY UNBALANCED BETWEEN LINE ITEMS OR SUBLINE ITEMS AND THE LACK OF BALANCE IS DETERMINED BY THE CONTRACTING OFFICER TO POSE AN UNACCEPTABLE RISK TO THE GOVERNMENT. A QUOTATION IS MATERIALLY UNBALANCED WHEN IT IS BASED ON PRICES SIGNIFICANTLY LESS THAN COST FOR SOME WORK AND PRICES WHICH ARE SIGNIFICANTLY OVERSTATED IN RELATION TO COST FOR OTHER WORK, AND IF THERE IS A REASONABLE DOUBT THAT THE QUOTATION WILL RESULT IN THE LOWEST OVERALL COST TO THE GOVERNMENT, EVEN THOUGH IT MAY BE THE LOW EVALUATED QUOTATION, OR IT IS SO UNBALANCED AS TO BE TANTAMOUNT TO ALLOWING AN ADVANCE PAYMENT.

## NOTES TO QUOTERS (cont'd):

9. THE GOVERNMENT CONTEMPLATES AWARD OF A FIRM FIXED PRICE TYPE CONTRACT RESULTING FROM THIS SOLICITATION.
10. THE ANTICIPATED AWARD DATE FOR THIS REQUIREMENT IS ON OR BEFORE **30 MARCH 2001**.
11. ANY QUESTIONS REGARDING THE SOLICITATION, DRAWINGS, SPECIFICATIONS, ETC. MUST BE SUBMITTED IN WRITING NOT LATER THAN 2:00 PM LOCAL TIME, WEDNESDAY, 20 FEBRUARY 2001. QUESTIONS CAN BE FAXED TO (651)290-5706, ATTENTION TO LISA STENSRUD OR E-MAILED TO [Lisa.P.Stensrud@mvp02.usace.army.mil](mailto:Lisa.P.Stensrud@mvp02.usace.army.mil) . QUESTIONS RECEIVED AFTER THE DEADLINE MAY NOT BE ANSWERED PRIOR TO QUOTATION SUBMITTAL.
12. THE APPARENT SUCCESSFUL QUOTER MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE. SEE CLAUSE 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION.
13. THIS SOLICITATION AND ANY FORTHCOMING AMENDMENTS WILL ONLY BE AVAILABLE ON THE USACE ST. PAUL DISTRICT WORLD WIDE WEB SITE AT <http://mvpwww.mvp.usace.army.mil/ebs/AdvertisedSolicitations.asp> . POTENTIAL QUOTERS ARE ENCOURAGED TO REGISTER FOR THE SOLICITATION AT THIS SITE SO E-MAIL NOTIFICATIONS CAN BE SENT UPON ISSUANCE OF THE SOLICITATION AND ANY AMENDMENTS. FAILURE TO REGISTER WILL RESULT IN NO E-MAIL NOTIFICATIONS. IT IS THE QUOTER'S RESPONSIBILITY TO CHECK THIS WEB SITE PERIODICALLY FOR UPDATES. THE E-MAIL MESSAGE NOTIFICATIONS ARE CONSIDERED A COURTESY AND MAY NOT BE RELIABLE BASED ON SYSTEM CONSTRAINTS. A CD-ROM WILL NOT BE PROVIDED UNLESS SPECIFICALLY REQUESTED IN WRITING VIA E-MAIL AT [Lisa.P.Stensrud@mvp02.usace.army.mil](mailto:Lisa.P.Stensrud@mvp02.usace.army.mil) OR VIA FACSIMILE AT 651-290-5706 TO THE ATTENTION OF LISA STENSRUD. ALL REQUESTS FOR CD-ROMS HAVE TO BE RECEIVED PRIOR TO FEBRUARY 20, 2001.
14. **THIS PROCUREMENT IS A SMALL BUSINESS SET-ASIDE.**
15. ALL QUOTERS ARE HIGHLY ENCOURAGED TO PERFORM A SITE VISIT PRIOR TO THE SUBMISSION OF A QUOTE. THE GOVERNMENT TECHNICAL POINT OF CONTACT FOR COORDINATION OF THE SITE VISIT IS:

MR. LLOYD MATHIESEN OR MR. DAVID REYNOLDS  
715-778-5562

## 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUL 1995) --  
ALTERNATE I (OCT 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

## 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
  - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

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

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

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

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

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

**AWARD WILL BE MADE TO THE RESPONSIVE, RESPONSIBLE QUOTER WHO QUOTES THE LOWEST REASONABLE PRICE.**

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2000)  
ALTERNATE I (OCT 2000)

(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.

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) 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 its stock is owned by one or more women; and

(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 is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

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

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

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

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

(11) 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 place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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 as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" 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.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, 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 as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products

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

(List as necessary)

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

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

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

Other End Products

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

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. 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.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)

(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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

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

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

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

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

(g) Invoice. 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--

(1) Name and address of the Contractor;

(2) Invoice date;

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

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

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

(6) Terms of any prompt payment discount offered;

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

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. 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.

(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 or implied 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.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 1999) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 52.215-5, Audit and Records-Negotiation.

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

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

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

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

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

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

(End of provision)

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

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

(End of provision)

## 52.217-4002 EXERCISE OF OPTION TO EXTEND SERVICES

The term of the basic contract shall be from 15 April 2001 through 31 October 2001 . The Government has the option to extend the term of this contract for four (4) additional period(s), which may be exercised by the Contracting Officer as follows:

PERIOD	PRELIMINARY NOTICE DATE	OPTION EXERCISE DATE
Option Lot II	13 February 2002	13 April 2002
Option Lot III	12 February 2003	12 April 2003
Option Lot V	10 February 2004	10 April 2004
Option Lot VI	9 February 2005	9 April 2005

Preliminary notice of the intent to exercise the option shall not commit the Government to renewal; however, the option must be exercised by the "Option Exercise Date", or a later date if mutually agreeable.

Exercise of any option shall be evidenced on Standard Form 30, citing this Section as the authority for exercising the Option(s). Option shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail. Options may be exercised subject to funds becoming available prior to commencement of any performance.

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

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

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

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

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time after award through 31 October of any given year.

(End of clause)

## 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

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

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

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

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, 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); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

## 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
  - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
  - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
  - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

## 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

## 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
  - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
- (End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and
- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more

than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class		Monetary Wage-Fringe Benefits	
11210 Laborer, Grounds Maintenance	WG-03	\$13.10	\$2.56
31363 Truck Driver, Heavy Truck	WG-08	\$17.17	\$2.56
31290 Refuse Truck Driver	WG-06	\$15.74	\$2.56
23470 Laborer	WG-02	\$12.20	\$2.56
31362 Truck Driver, Medium Truck	WG-07	\$16.46	\$2.56
11150 Janitor	WG-02	\$12.20	\$2.56

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current

on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

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52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the

Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The 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.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

## 52.228-4002 INSURANCE

As referenced in Contract Clause: INSURANCE--WORK ON A GOVERNMENT INSTALLATION, the following types and amounts of insurance are required under this contract.

Type	Amount
Worker's Compensation and Employer's Liability Insurance:	
Coverage A Worker's Compensation	Compliance with State of Wisconsin Worker's Compensation Law
Coverage B Employer's Liability	\$ 100,000
General Liability Insurance:	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	Not Required
Automobile Liability Insurance (Comprehensive Policy Form):	
Bodily Injury	\$ 500,000 per person and \$1,000,000 per occurrence
Property Damage	\$ 100,000 per occurrence

## 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

## 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.

- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.
- (f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

US Army Corps of Engineers  
 St. Paul District  
 Attn: Thomas Koopmeiners, Contracting Officer  
 190 5<sup>th</sup> Street East  
 St Paul, MN 55101

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

(End of provision)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

## 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

## 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be

maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

#### 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

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

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

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

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any **FAR** (48 CFR Chapter **1**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any **FAR** (48 CFR **1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there

is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

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

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

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

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and

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

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 1999) (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 (10 U.S.C. 2241 note).

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/ findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --
- (1) No ocean transportation was used in the performance of this contract;

- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
  - (i) Noncommercial items; or
  - (ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

DOCUMENT TYPE	DESCRIPTION	PAGES
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**EAU GALLE LAKE PROJECT  
MAINTENANCE SERVICE CONTRACT  
STATEMENT OF WORK**

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## MAINTENANCE SERVICES FOR EAU GALLE LAKE PROJECT

### PART I

#### 1.0 GENERAL

**1.1 Scope of Work** The work performed under this contract consists of furnishing all plant, materials, equipment, supplies, labor, transportation and performing all work as required by this contract, in strict accordance with the specifications and drawings, all of which are made a part hereof. All work, materials and services not expressly called for in the specifications or shown on the drawings, but which are necessary for completion of the contract requirements shall be performed and furnished by the contractor at no increase in cost to the Government. A site visit is highly recommended prior to bidding.

**1.2 The Contractor** shall furnish maintenance services and supply required materials in order to maintain clean and sanitary conditions in the area(s) specified. Work will be required seven days a week including holidays.

**1.3 Description.** Eau Galle Lake is a 640-acre Corps of Engineers flood control project offering both day use and overnight camping facilities. Day use facilities are provided at the Main Day Use Area, Northwest Day Use Area, Lousy Creek Access and the Stilling Basin/Outlet Works. Overnight camping is allowed in Highland Ridge Campground. The shop and maintenance area are located near the Main Day Use Area.

**1.4 Work Consists of:**

- (a) Mowing, trimming and trail maintenance.
- (b) Tree, Shrub, and woody vegetation removal.
- (c) Refuse, litter and recycling removal.
- (d) Cleaning and sanitary maintenance services for privies, restrooms, showers and change house.
- (e) Cleaning and maintenance services for picnic shelters and interpretive center.
- (f) Miscellaneous cleaning and maintenance services.
- (g) Cleaning and sanitary maintenance services for project office.
- (h) High water maintenance services.

**1.5 Contract Period** The contract terms for the basic year and the 4 option years are specified.

**1.6 Hours of Operation** Unless otherwise noted, maintenance services shall be accomplished from 6:00am to 8:00pm hours, seven days per week including holidays. All services listed shall be required during the recreation season (01 May through 31 October) each year with the exception of some miscellaneous services, which may be required outside of this time frame.

**1.7 Damage to Government Buildings, Equipment, and Vegetation** The Contractor shall be responsible for notifying the Contracting Officer of any apparent damage to Government buildings, equipment, and vegetation. Notification shall be in writing and furnished to the Contracting Officer within 24 hours of each discovery of damage. See contract Clause no. 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION.

**1.8 Site Visit:** Offerors or quoters are urged and expected to inspect the site where the

Attachment (1)

work is to be performed. Site visits may be arranged by contacting:  
Mr. Lloyd Mathiesen, Park Manager, Eau Galle Recreation Area, Spring Valley, WI, (715) 778-5562.

**1.9 Work Schedules:** The Contractor shall submit monthly detailed schedules of work by the 25th of each previous month. The first schedule shall be submitted not later than five (5) workdays prior to the commencement of work. The schedules shall indicate what, when and where all non-routine required work is to be accomplished. The schedule shall include all work that does not have a set routine of daily or weekly. All work that is as needed, monthly, annually or bi-annually must be scheduled. The Contracting Officers Representative shall approve revisions or changes to any schedule at least two days in advance

## **2.0 LOCATION**

**2.1** Eau Galle Lake Project is located in Midwestern Wisconsin approximately 50 miles east of the Minneapolis-St. Paul metropolitan area and about 40 west of Eau Claire, Wisconsin. The dam lies immediately north of and adjacent to Spring Valley, Wisconsin. The project lies in both Pierce and St. Croix Counties.

**2.2** The locations of specific project areas requiring maintenance services shall be as shown on the attached drawings.

## **3.0 MOWING, TRIMMING AND TRAIL MAINTENANCE**

**3.1 General:** Mow and trim grass in designated locations and maintain nature and hiking trails at Eau Galle Lake Project. Mowing and Trimming shall not be permitted in recreation areas on Saturdays, Sundays, holidays or before 7:00am and after 8:00pm on weekdays unless specifically approved by the Contracting Officers Representative.

**3.2 Mowing:** Mow grass as necessary, generally from April through October, based on growth. Remove all litter, trash, limbs, rocks and other debris from the area before mowing. Grass in public use areas shall not exceed 4-inches in height at any time. Power mowers shall be operated at a safe distance from occupied picnic or campsites. Mowers shall be operated in a manner that will prevent wheel damage to the turf during turns. Trees, shrubbery, signs, buildings or other park facilities shall not be damaged during the mowing operation. The list of facilities and Drawings 1 and 2 herein, including designated trails, indicate where mowing is to be performed, and approximate acres, but cannot accurately define the exact boundaries of the work areas and the complexity of each area. A site inspection of each area is recommended. Mowing schedules may be modified to accommodate special circumstances resulting from rainfall, use fluctuations, holidays, etc. More frequent mowing of fee areas may be necessary.

### **3.2.1 Additional Requirements:**

**3.2.1.1** Grass clippings shall be left on the ground for mulch. Grass cutting shall be completed in areas as designated on the drawings.

**3.2.1.2** Mowing of campsites shall be completed as directed by the Contracting Officers Representative. (Approximately five (5) times during the recreation season.)

**3.2.1.3** Trees or shrubs damaged by mowing operations will be replaced with ones of the same species and size at the Contractor's expense.

**3.2.1.4** Mowing of Trails, see paragraph **3.4**.

**3.2.1.5** Cleanup: Remove grass clippings from roadways, sidewalks, campsites, shelters, and leave the premises in a clean and neat condition.

**3.2.1.6** Safety: Strictly enforce mowing safety in accordance with cited publications and manufacturer's recommendations. Mowing operations shall be conducted to minimize impact on visitors. Discharge from mowers shall be directed away from all persons, vehicles, campsites, etc. Mowing equipment shall not be operated unless all screens and wire guards are 100% effective. All equipment and personnel must conform to the requirement of EM 385-1-1.

### **3.3**            **Trimming**

**3.3.1** Trimming shall be accomplished around all trees, picnic tables, guardrail sections, guard posts, fences, signs, buildings, electrical boxes, grills, fireplaces, garbage can stands, playground equipment and other appurtenant structures that are within mowing areas.

**3.3.2** Trimming shall be kept current with mowing operations. Trimming on campsites shall correspond with mowing as indicated in paragraph **3.2.1.2**.

**3.3.3** Use of hand clipper or power trimmer is acceptable. Power weed-eaters shall not be used around trees less than ten (10) inches in diameter unless the tree has a protective guard to prevent damage.

**3.3.3.1** When requested by the Contractor, the Government will furnish protective guards for trees 10" and under for installation by the Contractor.

**3.3.4** Trees or shrubs damaged by trimming operations will be replaced with ones of the same species and size at the Contractor's expense.

**3.4**    **Trail Maintenance:** Trails designated on Drawing 1 shall be serviced three (3) times per season, no more than one (1) week prior to each: Memorial Day Weekend, 4<sup>th</sup> of July Weekend and Labor Day Weekend.

**3.4.1** The trail corridor shall be mowed to a width matching that of the previous mowing. At no time shall the corridor be less than six (6) feet unless prevented by a natural feature. Living, standing trees shall not be removed from the trail corridor. Any obstacles that prevent mowing as designated (i.e. downed trees and branches) shall be removed by the Contractor to allow proper mowing. Any natural or manmade feature that prevents normal mowing of the trail(s) shall be reported immediately to the Contracting Officers Representative.

**3.4.2** Removal of shrub and woody vegetation is required within the trail corridor when it interferes with normal mowing operations.

### **4.0**    **TREE, SHRUB, AND WOODY VEGETATION REMOVAL**

**4.1**            **General.** The Contractor shall one (1) time, prior to 4<sup>th</sup> of July Weekend and after trees and shrubs have fully greened, maintain a corridor around all project roads and campsites. The corridor shall be free of protruding limbs, branches and trees. Vegetation along roads that interferes with mowing in accordance with paragraph **3.2** and the mowing limits on Drawing 2 shall be removed prior to the initial mowing of the road. Large trees and /or branches suitable for firewood shall be cut

and neatly placed in campground wood corrals for camper use. Small branches and brush shall be disposed of at a designated location near the maintenance building. Any stumps within the corridor shall be ground below the surface and the disturbed area shall be restored to that of the surrounding area.

**4.2 Road Corridors:** The corridor shall extend horizontally the same distance from the road shoulder as indicated on Drawing 2, to a maximum distance of ten (10) feet from the road shoulder. If the road is not mowed, as indicated on the drawing, then the minimum distance that must be maintained shall not be less than three (3) feet from the edge of the road shoulder. The corridor shall be maintained vertically for a distance of fifteen (15) feet.

**4.3 Campsite Corridors:** Each campsite corridor shall extend horizontally three (3) feet from the campsite edge and vertically for a distance of fifteen (15) feet. There are forty-five (45) campsites at Highland Ridge Campground.

## **5.0 REFUSE, LITTER AND RECYCLING REMOVAL**

**5.1 General:** Garbage collection, policing and disposal activities will be conducted daily throughout the recreation season (May 1 – October 31), and on an as needed basis during the remaining contract period.

**5.2 Garbage:** Galvanized steel trash containers with covers are located throughout the Eau Galle Lake Project. The cans are fastened to wooden supports or are free standing as well as those containers within other facilities. All containers shall be inspected and/or emptied daily between the hours of 8:00 am and 12:00 pm. Each time the container is emptied, the contractor shall provide a new 32-gallon plastic liner with a minimum weight of 2 mils. The container, holder and the area surrounding each container shall be kept free of all litter and debris at all times. Containers shall also be emptied as required to prevent overflow of trash. This historically has required two or more daily collections on busy weekends & holidays. One (1) time per month or when odors or insects become a problem, the container shall be scrubbed completely (inside and outside surfaces of can and lid) with a brush using a soap and water solution containing an approved biodegradable disinfectant. Following servicing, all garbage cans shall be returned to their support with the cover on. The Contracting Officers Representative shall be promptly advised when any household or other off-project generated garbage or debris is found at project areas.

**5.3 Recyclables:** There are recycling containers located at the Main Day Use picnic area, beach and Highland Ridge Campground. These containers shall be checked and/or emptied daily and new liners put in place. Recyclable materials removed from these containers shall be placed in the appropriate dumpster located near the maintenance area. Recyclables shall be removed from the recycling bags prior to being placed in the recycling dumpster. When garbage is mixed with recycling to an extent not easily removed from the bag then the entire bag shall be thrown into the garbage dumpster. Clear liners shall be used to make removal of inappropriate material easier. This recycling dumpster will be emptied at the Governments' expense. The recycling containers shall be treated as trash containers and inspected and cleaned in accordance with paragraph **5.2**.

**5.4 Removal of Litter From Public Use Areas, (Ramps, Beach, Playgrounds, Roads, and Parking Areas):** Pick up trash, paper, can, bottles, tree limbs, dead fish, animal carcasses, animal waste, driftwood, vegetation etc. and dispose of at authorized dumping areas daily unless noted otherwise.

**5.4.1** There are two (2) boat-launching facilities at Eau Galle Lake. One is located in the Main Day

Use Area, the other at Lousy Creek Access. There are also two (2) fishing docks. One is located in the Main Day Use Area, the other at the Northwest Day Use Area.

**5.4.2** The beach is located within the Main Day Use Area. All sand and grass areas shall be checked for and cleaned at least one (1) time each day before 8:00 am between May 1 and October 1. There is a history of large amounts of goose droppings being deposited on the beach each morning. Droppings shall not be deposited into the lake water.

**5.4.3** Playground facilities are provided at the Main Day Use Area and Highland Ridge Campground. Any hazardous or unsafe conditions shall be reported to the Contracting Officers Representative immediately upon detection.

**5.5** **Disposal** Dumpsters will be provided at the Government's expense for disposal of garbage and recyclables. All miscellaneous trash and bags will be disposed of in these dumpsters. The dumpsters will be located near the maintenance building. Natural materials such as branches, ashes and plant material shall be disposed in a designated location where it will be burned or removed at the Government's expense.

## **6.0 CLEANING AND SANITARY MAINTENANCE SERVICES FOR PRIVIES, RESTROOMS, SHOWERS AND CHANGE HOUSE**

**6.1** **General:** The Contractor shall furnish maintenance services and provide all required equipment, materials, supplies, and labor necessary to carry out the required cleaning services.

**6.1.1 Satellite Privies:** There are two (2) fiberglass satellite privies located in the Northwest Day Use Area

**6.1.2 Vault Privy:** Eau Galle Lake has one vault privy located at the Highland Ridge Campground. This building consists of a concrete block building on top of a reinforced concrete vault with a concrete roof. The interior is divided into two (2) areas; the men's area has one (1) stainless steel urinal, one (1) stainless steel stool; the women's area contains one stainless steel stool,

**6.1.3 Waterborne Restroom:** There is one (1) water-borne restroom located in the Main Day Use Area. This building is a concrete block structure with wood framed roof. The men's facilities contain one (1) porcelain flush stool, two (2) flush porcelain urinals, one (1) porcelain sink, one (1) unbreakable mirror, two (2) hand towel dispensers, a trash container and plastic partitions. The women's facilities contain two (2) flush porcelain stools, one (1) porcelain sink, one (1) unbreakable mirror, two (2) hand towel dispensers, a trash container and plastic partitions. The central utility/storage room contains one (1) utility sink, water pressure tank and electrical breaker panel. This building has two (2) skylights.

**6.1.4 Comfort Station\Shower Building:** The comfort station was constructed in Highland Ridge Campground during the fall and winter of 1997-1998. The men's area contains two (2) flush porcelain stools, two (2) flush urinals, two (2) sinks, three (3) shower stalls with benches, two (2) mirrors, two (2) liquid soap dispensers and plastic partitions. The women's area contains four (4) flush porcelain stools, two (2) sinks, three (3) shower stalls with benches, two (2) mirrors, two (2) liquid soap dispensers and plastic partitions. The central utility/storage room contains one (1) utility sink, water pressure tank and electrical breaker panel. This is a concrete block structure placed on a concrete slab with a wood construction roof system. Wall and ceiling surfaces will be a combination of ceramic tile, water resistant gypsum board and tongue and groove pine.

**6.1.5 Change House\Restroom** was constructed at the Main Day Use, Beach Area during the winter and spring of 2000-2001. The men's area contains one (1) flush porcelain stool, one (1) flush urinal, one (1) sink, one (1) mirror, one (1) liquid soap dispenser, one (1) bench, one (1) set of six 12"x12" lockers, a trash container and plastic partitions. The women's area contains two (2) flush porcelain stools, one (1) sink, one (1) mirror, one (1) liquid soap dispenser, one (1) bench, one (1) set of six 12"x12" lockers a trash container and plastic partitions. The central utility/storage room contains one (1) utility sink, water pressure tank and electrical breaker panel. This is a concrete block structure placed on a concrete slab with a wood construction roof system. This building has two (2) skylights

## **6.2 Cleaning services:**

**6.2.1 Vault:** At least twice (2) each week, the vault shall be treated with one of the following: San-X, Septomatic, Enzymatic, Paw Paw, Big John or other approved deodorizing chemical provided by the contractor. Chemicals shall be used in accordance with the manufacturer's specifications. When the waste level in the vault reaches three (3) feet from the top of the vault, the Contractor shall notify the Contracting Officer's Representative of this condition. At this time, the vault will be pumped at the Government's expense.

**6.2.2 Privies, Waterborne Restroom, and Change House\Restroom:** Each privy/restroom shall be cleaned and serviced at least once daily April 15 – May 12 and October 1 – October 31, between **6:00 am and 10:00 am**. From May 13 – September 31, each privy/restroom shall be cleaned and serviced according to the following schedule: at least once daily Monday through Friday between **6:00 am and 10:00 am** and a second cleaning between **2:00 pm and 4:00 pm** on holidays, weekends. Additional cleanings may be required during periods of high use, usually two or three times per season. A second cleaning is only required for facilities located within the Main Day Use, other facilities shall be cleaned a second time as needed. The contractor may be required to thoroughly clean each facility and re-supply public use supplies more than the minimum number of times in order to insure that clean and sanitary conditions are maintained. All cleaning and servicing work shall be completed in accordance with paragraphs **6.2.4 (a)-(I), 6.2.4.1, 6.2.4.2, 6.2.4.3, 6.2.4.4, and 6.2.4.4.1** and shall be performed per cleaning unless otherwise noted.

**6.2.3 Comfort Station:** The comfort station shall be cleaned and serviced at least once daily April 15 – May 12 and October 1 – October 31, between **6:00 am and 10:00 am**. From May 13 – September 31, the comfort station shall be cleaned and serviced according to the following schedule: at least once daily Monday through Friday between **6:00 am and 10:00 am** and a second cleaning between **6:00 pm and 8:00 pm** on holidays, weekends and during periods of high usage. The contractor may be required to thoroughly clean each facility and re-supply public use supplies more than the minimum number of times in order to insure that clean and sanitary conditions are maintained.

All cleaning and servicing work shall be completed in accordance with paragraphs **6.2.4 (a)-(I), 6.2.4.1, 6.2.4.2, 6.2.4.3, 6.2.4.4, and 6.2.4.4.1** and shall be performed per cleaning unless otherwise noted.

## **6.2.4 Cleaning requirements:**

- (a) Inspect, deodorize, and clean all inside surfaces. Recently cleaned surfaces shall, be dried before use of the facility by the public.
- (b) All interior areas subject to wet or damp conditions shall be kept free of mold, mildew, fungi or other biological formations.
- (c) Floors shall be scrubbed completely including corners with a brush using soap and water solution containing disinfectant, then flushed with clean water, squeegee and dry mopped.
- (d) Walls and toilet partitions (including tile surfaces), shower stalls and change stalls

shall be completely wiped with a sponge or soft cloth using soap and water solution containing disinfectant flushed with clean water and wiped streak free & dry. Rust and other stains in shower stalls shall be removed weekly with an approved cleaner and thoroughly rinsed with clean water.

- (e) The outside surfaces of urinals, and stools shall be cleaned as specified for walls; the inside surfaces shall be scrubbed with a brush using a soap and water solution containing disinfectant and flushed with clean water. Rust and other stains shall be removed and thoroughly rinsed with clean water.
- (f) Sinks and the drinking fountain shall be cleaned free of streaks using an approved cleaner. Any debris shall be removed from the drain. Rust and other stains shall be removed and thoroughly rinsed with clean water.
- (g) Mirrors, windows, glass and Plexiglas shall be cleaned free of streaks using an approved cleaner.
- (h) Trash containers shall be emptied and trash disposed of in accordance with paragraph 5.5.
- (i) Distribute and replenish roll toilet tissue, paper towels, deodorant cakes, sanitary napkins, and disposal bags and hand soap as needed.
- (j) Remove all insects, insect nests, and webs.
- (k) Ceiling, lighting fixtures and skylights (if so equipped) shall be completely wiped with a sponge or soft cloth using soap and water solution, rinse and dry one (1) time at the end of each season and spot cleaned as required during the season.
- (l) Hand soap dispensers' inside and outside surfaces shall be cleaned by washing and rinsing with clean water and then dried before refilling with soap.

**6.2.4.1** The building exterior walls, soffits and ceilings shall be swept free of spider webs, insects and other debris two (2) times each week. Sidewalks shall be swept and trash picked up around the building. This includes cleaning all patio benches and concrete surfaces.

**6.2.4.2** Defacement of the building, which cannot be removed with cleaners and hand rubbing, shall be reported immediately to the Contracting Officers Representative.

**6.2.4.3** Upon encountering or receiving notification of unsanitary conditions within any building such as the presence of vomit or feces, the affected area shall be cleaned and disinfected immediately upon being notified.

**6.2.4.4** Supplies specified in paragraph 6.2.4 (i) in addition to cleaning supplies and tools, shall be furnished by the contractor.

**6.2.4.4.1** If so equipped, the utility room may be used to store contractor supplies and shall be maintained in a clean and neat condition.

## **7.0 CLEANING AND MAINTENANCE SERVICES FOR PICNIC SHELTERS AND INTERPRETIVE CENTER**

**7.1** **General:** There are five (5) picnic shelters located within the Eau Galle Lake Project. Four (4) of the shelters are comprised of laminated wood beams supported by steel posts, placed over a concrete slab. Two (2) are 16' x 20', one (1) is 20' x 44' and one (1) is 20'x36'. The fifth shelter has a dome-shaped roof supported by wood laminated beams over a 30' x 36' concrete slab. All five (5) shelters are furnished with picnic tables, pedestal grills, one (1) Texas-sized grill and trash containers. There is one (1) picnic shelter located in the Northwest Day Use Area, three (3) in the Main Day Use and one (1) in the Highland Ridge Campground. The Interpretive Center, located in Highland Ridge

Campground is a 24' x 44' shelter, which was enclosed with walls, doors and windows. It is comprised of laminated wood beams supported by steel posts placed on a concrete slab. The inside walls are built from 3/4" plywood covered with indoor paneling. It contains eight (8) sliding windows and two steel service doors. The exterior of the building is covered with 4' x 8' sheets of T-111 siding.

**7.2 Cleaning Services:** The picnic shelters and interpretive building shall be cleaned at least one (1) time each week, during the recreation season, and following usage by a group; typically each Saturday and Sunday. A schedule of upcoming groups is available at the park office. The contractor is responsible for obtaining a current list of upcoming group activities.

**7-2.1 Cleaning Requirements:**

- (a) Picnic tables shall be cleaned in accordance with paragraph **8.2**.
- (b) Interior and exterior surfaces shall be swept to remove spider webs, insects, bird nests, etc.
- (c) The concrete slabs shall be swept. Paper and other debris accumulated from sweeping shall be deposited in trash containers. The slab shall be flushed and scrubbed with a cleaning solution. Excess water will be removed with a squeegee or mop.
- (d) Grills shall be cleaned in accordance with paragraph **8.3**.
- (e) The Interpretive Center inside walls, ceiling and exterior shall be swept; and the floor vacuumed at least once weekly.

**8.0 MISCELLANEOUS CLEANING AND MAINTENANCE SERVICES**

**8.1 General:** Miscellaneous cleaning and servicing for the listed equipment and areas shall be completed weekly unless otherwise noted.

**8.2 Picnic tables and benches:** Picnic tabletops, undersides, and frames are to be cleaned so that all food, grease, dirt, bird or insect droppings, nests, cobwebs, or other foreign material is removed. Benches are to be cleaned in the same way as picnic tables.

**8.3 Grills, Fire Rings, Grates, and Pit:** Remove charcoal, ashes and other burnt material and debris daily from the grills and from within 20 feet of the grill and dispose of off-site or in accordance with paragraph **5.5**. Manmade materials within the ashes shall be removed and disposed of in a trash container. Hot ashes shall be contained in an approved safety can to prevent spillage and fire. Trash containers are available from the Government to transport and to store hot ashes.

**8.4 Sanitation:** Should any unsanitary condition appear on a piece of recreation equipment, it shall be cleaned and disinfected immediately upon becoming apparent or after notification by the Contracting Officers Representative or the general public.

**8.5 Volleyball Courts:** Nets shall be installed before May 1 and removed after October 1 of each year. During the recreation season the nets shall be kept taut and adjusted as needed. The Contractor shall replace damaged nets with new nets provided at the Government's expense.

**8.6 Playgrounds:** Conduct scheduled inspections during the active use season to detect damages from vandalism or unsafe conditions. Remove any debris and weeds from the impact material (pea rock) rake the surface to maintain uniform depth and place additional material in the impact areas, as necessary. When required to meet the minimum depth, the Government will supply additional pea rock at no cost to the Contractor. Any hazardous conditions shall be reported to the Contracting Officers Representative immediately upon detection.

**8.7** **Boat Ramps/Docks:** Conduct scheduled inspections during the active use season to detect damages from vandalism or unsafe conditions. The launching areas shall be cleared of rocks, litter, and other debris daily. The boat launch courtesy docks and fishing docks shall be kept free of litter, rocks, debris, etc. Any hazardous conditions shall be reported to the Contracting Officers Representative immediately upon detection.

**8.8** **Interpretive/Comfort Station Grounds:** One (1) time each fall the Contractor shall rake the mowed areas around the interpretive building and comfort station. The raking shall be conducted when 90% of the leaves in the area have fallen. Leaves shall be raked into wooded areas.

**8.9** **Additional Litter Cleanup Areas:** In addition to litter cleanup as specified in paragraphs 3.2 and 5.0, Two (2) times each year, one (1) time in the spring and one (1) time in the fall, the contractor shall pick up all litter in the areas designated on Drawing 1. The litter shall be disposed of in accordance with paragraph 5.5.

**8.10** **Kiosks:** All surfaces shall be cleaned to remove cobwebs insect nests, bird droppings and other foreign material.

**8.11** **Insect Control:** With an insecticide approved by the Government, treat all active wasp, bee, and ant nests above and below ground, and when insects are detected in and around garbage cans and enclosures. Application will be according to the manufacturer's specifications.

**8.12** **Water fountains and faucets:** Clean the fountain bib and drain bowl and top of unit using soap or cleaning compound and rinse thoroughly with clean water. Clean and rinse the faucet on the side. Remove dirt, insect nests and other foreign material from the fountain pedestal. Remove dirt, rocks, trash and other foreign material from the base drain below the faucet. Sweep, scrub and rinse the concrete slab surrounding the unit.

## **9.0 CLEANING AND SANITARY MAINTENANCE SERVICES FOR PROJECT OFFICE**

**9.1** **General.** The project office is located within the maintenance building. It contains one (1) office area with three (3) desks, filing cabinets and book shelves; one (1) lunch room area with filing cabinets, one (1) large table, one (1) work station and refrigerator; and one (1) restroom with one (1) porcelain stool, one (1) porcelain urinal, one (1) utility sink, one (1) shower stall and one (1) drinking fountain.

**9.2** **Cleaning services:** The project office shall be cleaned at least one (1) time each week, during the contract period. Additional cleanings may be necessary if directed by the Contracting Officers Representative, usually one or two times per season.

### **9.2.1 Cleaning requirements:**

- (a) Windows shall be washed clean with an approved cleaner and wiped streak free. Sills shall be dusted and kept free of webs and insects.
- (b) Sweep all floors and mop thoroughly with a soap and water solution and dry mop.
- (c) Clean all table and desk tops with an approved cleaner then dry if necessary.
- (d) The bathroom/shower room shall be cleaned and serviced weekly in accordance with specifications as stated in paragraphs 6.2.4 (a)-(l), 6.2.4.1, 6.2.4.2, 6.2.4.3, 6.2.4.4, and 6.2.4.4.1 and shall be performed per cleaning unless otherwise noted.
- (e) Two (2) times annually (May and October), all floors shall be stripped, waxed and buffed. All chairs, trash containers, cabinets with rollers, or those under 50lbs and any other equipment on the floor shall be removed prior to stripping and waxing.

- Notice shall be given at least one week in advance prior to waxing and stripping.
- (f) Two (2) times annually (May and October), all walls, cabinet surfaces, windows (inside and out), sills, equipment, chairs, pictures, plaques, desks, tables, stands, computers etc. shall be cleaned with the appropriate approved disinfectant cleaner streak free and dried if necessary. Notice shall be given at least one week in advance prior to cleaning.

## **10.0 HIGH WATER CLEANING AND MAINTENANCE SERVICES**

**10.1** **General:** High water maintenance services will be required on an as-needed basis throughout the term of this contract with an initial cleaning in April. High water cleaning includes removal of trees, logs and other debris from around the morning glory structure, downstream weir and along designated shoreline areas. Normal pool elevation is 940.22 feet msl.

**10.2** **Morning Glory:** The morning glory structure is located on the North and East side of the dam. The Contractor shall remove all pre-existing debris from around the morning glory in April of each contract year. Debris removal is typically required after a rise in lake level of two feet or more; there are approximately three (3) incidences each year. Debris removal shall be completed within three (3) days of the high water event or when the lake returns to normal pool elevation. The Contractor will be allowed to push the debris through the morning glory structure when a sufficient flow exists. During low or no flow over the morning glory the contractor shall remove and dispose of the debris at a designated location near the maintenance building. The contractor may also pile the debris on the dam at least twenty (20) feet above the normal pool elevation and then burn the piles. However, high water may return the debris to the lake. In no instance shall debris longer than 10 feet be pushed through the morning glory. During extreme high water, five (5) or more feet, the Government will provide assistance to the contractor with debris removal.

**10.3** **Downstream Weir:** The down stream weir is located approximately three hundred (300) yards down river from the dam. The weir shall be cleaned of debris after all debris has been removed from the morning glory and area. The debris may be thrown over the weir and allowed to pass down stream.

**10.4** **Shoreline Cleanup:** High water shoreline cleanup will be required at the boat launches including parking areas within one (1) day of the lake returning to normal pool elevation.

## **11.0 INITIAL INSPECTION**

**11.1** At the onset of this contract, the Contractor shall, inspect all facilities and areas within the specifications of this contract and report immediately to the Contracting Officer's Representative any preexisting conditions that would prevent the Contractor from fulfilling any of the specific requirements of this contract.

## **12.0 TERMINATION**

**12.1** Failure of the Contractor to provide items and services listed in the contract specifications will be grounds for dismissal of the contractor and termination of the contract under the Federal Acquisition Regulation.

## **13.0 DEBARMENT**

**13.1** The contractor may not terminate the contract. The Contractor's failure to comply with

contract specifications, fraudulent, criminal, or other seriously improper conduct of the contractor, or individual associated with the contractor, may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

#### **14.0 PERSONNEL.**

**14.1** The Contractor shall act as, or provide a superintendent present on site whenever the work specified herein is being performed. The superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of work under this contract. The superintendent and any individual designated to act for him/her, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of this contract. The superintendent shall deal directly with the Contracting Officers Representative for normal day-to-day administration of the contract provisions.

**14.2** The Contractor or his/her superintendent shall contact the Contracting Officers Representative daily or less frequently as directed by the Contracting Officer Representative, to coordinate his/her work schedule with the Cops of Engineers' operations.

**14.3** The Contractor shall, at his/her own expense, obtain any State of Wisconsin licenses or permits required to perform the contract.

**14.4** The Contractor shall furnish his/her regular employees with uniforms consisting of long or short-sleeved shirts with collars, long pants and steel-toed shoes. All uniforms shall be of the same color and style. Uniforms shall be clean, neat, and presentable at all times.

**14.5** All Contractor employees shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of employees is critical and will be closely monitored. The Contractor or his/her employees while on duty shall consume no alcoholic beverages or controlled substances.

**14.6** The Contractor expressly agrees to remove from the site individuals whose continued employment is deemed by the Contracting Officers Representative to be contrary to the public interest or inconsistent with the best interest of the U.S. Army Corps of Engineers.

#### **15.0 PHYSICAL QUALIFICATIONS OF EMPLOYEES**

**15.1** **General** The Contractor shall be responsible for ensuring that the Contractor's and subcontractor's employees (workers) utilized in performing the work of this contract be physically and emotionally qualified for performing the duties to which each is assigned.

#### **16.0 CONTINGENCIES**

**16.1** When an unforeseen closure occurs on a regularly scheduled workday, the Contracting Officers Representative shall have the following options:

- (a) Reschedule the work to be performed the following day.
- (a) Reschedule the work on any day mutually satisfactory.
- (b) Work as usual by the Contractor.
- (c) A mutual agreement with the Contracting Officer and the Contractor to reduce payment for work not performed shall be negotiated if required.

## 17.0 ORIENTATION

17.1 Prior to the contract start date the Government will provide an orientation to the Contractor and the personnel performing under the contract, which shall consist of the following:

- (a) General meeting covering contract requirements.
- (b) Facility Inventory.
- (c) Tour of entire project, building, structures and recreation areas.
- (d) Project safety considerations.

## 18.0 SECURITY

18.1 The Contractor shall cooperate with government personnel safeguarding government property. The Contractor shall be responsible for reporting all acts of vandalism, larceny, or pilferage to the Contracting Officers Representative.

## 19.0 SAFETY

19.1 All work performed under this contract shall be in accordance with the latest version of the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). One copy of this manual will be provided to the Contractor.

## 20.0 LOST AND FOUND

20.1 Any items of value found on Government property shall be given to a Corps employee.

## 21.0 FACILITY INVENTORY

21.1 **Main Day Use Area/Project Office Area:** These include the main picnic area, beach, west overlook, attached trails and project office area. There are numerous trees and guard posts to trim around. All numbers are approximate. Area Contains:

- 59 Picnic Tables
- 21 Pedestal Grills
- 3 Picnic Shelters
- 1 Playground Area
- 3 Volleyball Courts
- 1 Beach
- 1 Fishing Docks
- 1 Overlook Structure
- 42 Trash containers (including 6 recycling cans)
- 3 Texas-Sized Grills
- 12,200' of road
- 2,700' of maintained hiking trails
- 13 acres maintained
- 2 Concrete Block Water-borne Restrooms
- 1 Boat Launching Ramp with Courtesy Dock
- 5 Office/Maintenance Buildings

21.2 **Highland Ridge Campground:** All numbers are approximate. Area Contains:

- 53 Picnic Tables
- 45 Campsites
- 1 Picnic Shelters
- 1 Playground Area
- 46 Ground Grills/Fire Rings
- 1 Large Ground Fire Pit
- 1 Interpretive Center
- 1 Overlook Structure
- 35 Trash containers (including 6 recycling cans)
- 1 Texas-Sized Grill
- 9400' of road
- 2800' of maintained hiking trails
- 2 acres maintained
- 1 Concrete Block Water-borne Restrooms
- 1 Concrete Vault
- 1 Concrete Block Pump House

21.3 **Northwest Day Use Area:** Most of the trails are located within the Lousy Creek

Area. However, the trail access is within the Northwest Day Use area so the total is listed below. All numbers are approximate. Area Contains:

- 7 Picnic Tables
- 2 Pedestal Grills
- 1 Picnic Shelters
- 1 Texas-Sized Grill
- 7 Trash containers
- 5700' of maintained hiking trails
- 9400' of road
- 2 acres maintained
- 2 Satellite Privies

**21.4** **Lousy Creek Access:** All numbers are approximate. Area Contains:

- 1 Trash container
- 1 Boat Launch Ramp with Courtesy Dock

**21.5** **Stilling Basin:** All numbers are approximate. Area Contains:

- 1 Trash container
- 1 Picnic Table
- 2 acres maintained
- 1 Boat Launch Ramp with Courtesy Dock
- 1300' of road

## **22.0 CONTRACT DRAWINGS/SPECIFICATIONS**

**22.1** The Work shall conform to the following contract drawings, which forms a part of the specifications.

### **22.2** **DRAWING LIST:**

- |               |                                 |
|---------------|---------------------------------|
| (a) Drawing 1 | MOWING AREAS AND TRAILS         |
| (b) Drawing 2 | ROAD SERVICING AND LITTER AREAS |
| (c) Drawing 3 | PARK AREAS AND FACILITIES       |

**22.3** Omissions from the drawings or specifications or the misdescription of detail of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such as if fully and correctly set forth and described in the drawings and specifications.

**WAGE DETERMINATION NO: 94-2287 REV (17) AREA: MN,MINNEAPOLIS**

WAGE DETERMINATION NO: **94-2287** REV (17) AREA: MN,MINNEAPOLIS

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
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 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2287
Director	Wage Determinations	Revision No.: 17
		Date Of Last Revision: 09/15/2000

States: Minnesota, Wisconsin  
 Area: Minnesota Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright  
 Wisconsin Counties of Pierce, Polk, St Croix

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.12
Accounting Clerk II	11.60
Accounting Clerk III	13.33
Accounting Clerk IV	15.57
Court Reporter	14.13
Dispatcher, Motor Vehicle	14.13
Document Preparation Clerk	12.77
Duplicating Machine Operator	12.77
Film/Tape Librarian	12.87
General Clerk I	10.60
General Clerk II	11.63
General Clerk III	12.77
General Clerk IV	15.08
Housing Referral Assistant	14.85
Key Entry Operator I	10.54
Key Entry Operator II	11.75
Messenger (Courier)	10.60
Order Clerk I	11.69
Order Clerk II	13.57
Personnel Assistant (Employment) I	10.98
Personnel Assistant (Employment) II	13.09
Personnel Assistant (Employment) III	15.01
Personnel Assistant (Employment) IV	17.06
Production Control Clerk	14.85
Rental Clerk	12.88
Scheduler, Maintenance	12.88
Secretary I	12.88
Secretary II	14.13
Secretary III	14.85
Secretary IV	17.10
Secretary V	19.48
Service Order Dispatcher	12.88

Stenographer I	11.47
Stenographer II	12.88
Supply Technician	17.10
Survey Worker (Interviewer)	14.13
Switchboard Operator-Receptionist	11.10
Test Examiner	14.13
Test Proctor	14.13
Travel Clerk I	9.33
Travel Clerk II	10.05
Travel Clerk III	10.78
Word Processor I	11.36
Word Processor II	13.46
Word Processor III	14.59
Automatic Data Processing Occupations	
Computer Data Librarian	12.65
Computer Operator I	12.65
Computer Operator II	14.22
Computer Operator III	16.15
Computer Operator IV	17.71
Computer Operator V	20.43
Computer Programmer I (1)	16.61
Computer Programmer II (1)	19.46
Computer Programmer III (1)	21.90
Computer Programmer IV (1)	26.74
Computer Systems Analyst I (1)	24.15
Computer Systems Analyst II (1)	27.56
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.65
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.73
Automotive Glass Installer	18.20
Automotive Worker	18.20
Electrician, Automotive	18.99
Mobile Equipment Servicer	16.68
Motor Equipment Metal Mechanic	19.73
Motor Equipment Metal Worker	18.20
Motor Vehicle Mechanic	19.73
Motor Vehicle Mechanic Helper	15.92
Motor Vehicle Upholstery Worker	16.91
Motor Vehicle Wrecker	18.20
Painter, Automotive	18.99
Radiator Repair Specialist	18.02
Tire Repairer	16.12
Transmission Repair Specialist	19.73
Food Preparation and Service Occupations	
Baker	13.30
Cook I	12.22
Cook II	13.30
Dishwasher	9.93
Food Service Worker	9.93
Meat Cutter	13.30
Waiter/Waitress	10.54
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.83
Furniture Handler	15.26
Furniture Refinisher	18.83
Furniture Refinisher Helper	16.92

Furniture Repairer, Minor	18.54
Upholsterer	18.83
General Services and Support Occupations	
Cleaner, Vehicles	9.93
Elevator Operator	9.93
Gardener	12.22
House Keeping Aid I	9.32
House Keeping Aid II	9.93
Janitor	9.93
Laborer, Grounds Maintenance	10.54
Maid or Houseman	9.32
Pest Controller	12.69
Refuse Collector	9.93
Tractor Operator	11.60
Window Cleaner	10.54
Health Occupations	
Dental Assistant	11.17
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.17
Licensed Practical Nurse I	8.90
Licensed Practical Nurse II	9.99
Licensed Practical Nurse III	11.17
Medical Assistant	9.99
Medical Laboratory Technician	9.99
Medical Record Clerk	9.99
Medical Record Technician	13.84
Nursing Assistant I	7.25
Nursing Assistant II	8.15
Nursing Assistant III	8.90
Nursing Assistant IV	9.99
Pharmacy Technician	12.29
Phlebotomist	9.99
Registered Nurse I	13.65
Registered Nurse II	16.69
Registered Nurse II, Specialist	16.69
Registered Nurse III	20.20
Registered Nurse III, Anesthetist	20.20
Registered Nurse IV	24.11
Information and Arts Occupations	
Audiovisual Librarian	17.58
Exhibits Specialist I	15.01
Exhibits Specialist II	19.25
Exhibits Specialist III	22.66
Illustrator I	15.01
Illustrator II	19.25
Illustrator III	22.66
Librarian	19.48
Library Technician	14.13
Photographer I	13.92
Photographer II	15.01
Photographer III	19.25
Photographer IV	22.66
Photographer V	25.00
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.64
Counter Attendant	7.64
Dry Cleaner	9.94
Finisher, Flatwork, Machine	7.64

Presser, Hand	7.64
Presser, Machine, Drycleaning	7.64
Presser, Machine, Shirts	7.64
Presser, Machine, Wearing Apparel, Laundry	7.64
Sewing Machine Operator	10.62
Tailor	11.30
Washer, Machine	8.50
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.67
Tool and Die Maker	22.42
Material Handling and Packing Occupations	
Forklift Operator	16.12
Fuel Distribution System Operator	17.72
Material Coordinator	17.66
Material Expediter	17.66
Material Handling Laborer	15.78
Order Filler	13.09
Production Line Worker (Food Processing)	16.24
Shipping Packer	13.92
Shipping/Receiving Clerk	13.92
Stock Clerk (Shelf Stocker; Store Worker II)	14.12
Store Worker I	11.42
Tools and Parts Attendant	16.24
Warehouse Specialist	18.67
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.97
Aircraft Mechanic Helper	16.92
Aircraft Quality Control Inspector	21.78
Aircraft Servicer	18.54
Aircraft Worker	19.34
Appliance Mechanic	20.17
Bicycle Repairer	17.12
Cable Splicer	20.97
Carpenter, Maintenance	18.68
Carpet Layer	19.34
Electrician, Maintenance	20.97
Electronics Technician, Maintenance I	15.62
Electronics Technician, Maintenance II	17.54
Electronics Technician, Maintenance III	19.87
Fabric Worker	18.54
Fire Alarm System Mechanic	20.97
Fire Extinguisher Repairer	17.72
Fuel Distribution System Mechanic	20.97
General Maintenance Worker	19.34
Heating, Refrigeration and Air Conditioning Mechanic	20.97
Heavy Equipment Mechanic	20.97
Heavy Equipment Operator	20.97
Instrument Mechanic	20.97
Laborer	9.93
Locksmith	20.17
Machinery Maintenance Mechanic	19.28
Machinist, Maintenance	19.28
Maintenance Trades Helper	14.72
Millwright	20.97
Office Appliance Repairer	20.17
Painter, Aircraft	20.17
Painter, Maintenance	18.98

Pipefitter, Maintenance	20.97
Plumber, Maintenance	18.89
Pneudraulic Systems Mechanic	20.97
Rigger	20.97
Scale Mechanic	19.34
Sheet-Metal Worker, Maintenance	18.51
Small Engine Mechanic	19.34
Telecommunication Mechanic I	20.97
Telecommunication Mechanic II	21.17
Telephone Lineman	20.97
Welder, Combination, Maintenance	18.70
Well Driller	20.97
Woodcraft Worker	20.97
Woodworker	17.72
Miscellaneous Occupations	
Animal Caretaker	11.12
Carnival Equipment Operator	11.72
Carnival Equipment Repairer	12.21
Carnival Worker	9.93
Cashier	8.69
Desk Clerk	10.62
Embalmer	16.93
Lifeguard	10.14
Mortician	16.93
Park Attendant (Aide)	11.87
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.14
Recreation Specialist	14.71
Recycling Worker	11.60
Sales Clerk	10.14
School Crossing Guard (Crosswalk Attendant)	9.93
Sport Official	10.14
Survey Party Chief (Chief of Party)	20.12
Surveying Aide	13.35
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.36
Swimming Pool Operator	13.30
Vending Machine Attendant	11.60
Vending Machine Repairer	13.30
Vending Machine Repairer Helper	11.60
Personal Needs Occupations	
Child Care Attendant	9.55
Child Care Center Clerk	13.25
Chore Aid	9.32
Homemaker	14.57
Plant and System Operation Occupations	
Boiler Tender	20.97
Sewage Plant Operator	20.17
Stationary Engineer	20.97
Ventilation Equipment Tender	16.92
Water Treatment Plant Operator	20.17
Protective Service Occupations	
Alarm Monitor	11.00
Corrections Officer	16.96
Court Security Officer	17.53
Detention Officer	17.10
Firefighter	15.04
Guard I	9.05
Guard II	12.65

Police Officer	23.06
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.52
Hatch Tender	18.52
Line Handler	18.52
Stevedore I	17.86
Stevedore II	19.32
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.64
Air Traffic Control Specialist, Station (2)	18.36
Air Traffic Control Specialist, Terminal (2)	20.22
Archeological Technician I	15.94
Archeological Technician II	17.87
Archeological Technician III	22.14
Cartographic Technician	22.14
Civil Engineering Technician	22.14
Computer Based Training (CBT) Specialist/ Instructor	24.15
Drafter I	11.58
Drafter II	16.01
Drafter III	17.26
Drafter IV	22.14
Engineering Technician I	12.68
Engineering Technician II	14.97
Engineering Technician III	16.73
Engineering Technician IV	20.44
Engineering Technician V	21.68
Engineering Technician VI	27.22
Environmental Technician	19.17
Flight Simulator/Instructor (Pilot)	28.52
Graphic Artist	24.15
Instructor	19.33
Laboratory Technician	16.15
Mathematical Technician	20.44
Paralegal/Legal Assistant I	14.61
Paralegal/Legal Assistant II	18.40
Paralegal/Legal Assistant III	19.51
Paralegal/Legal Assistant IV	23.66
Photooptics Technician	20.44
Technical Writer	25.48
Unexploded (UXO) Safety Escort	16.93
Unexploded (UXO) Sweep Personnel	16.93
Unexploded Ordnance (UXO) Technician I	16.93
Unexploded Ordnance (UXO) Technician II	20.48
Unexploded Ordnance (UXO) Technician III	24.55
Weather Observer, Combined Upper Air and Surface Programs (3)	16.15
Weather Observer, Senior (3)	17.71
Weather Observer, Upper Air (3)	16.15
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.60
Parking and Lot Attendant	8.76
Shuttle Bus Driver	13.97
Taxi Driver	12.91
Truckdriver, Heavy Truck	17.50
Truckdriver, Light Truck	13.97
Truckdriver, Medium Truck	16.80
Truckdriver, Tractor-Trailer	17.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives 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 explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents

a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or

arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary

ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**\*\* 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.

&&&&&&&&&

**WAGE DETERMINATION PRICE ADJUSTMENTS**

Ref: FAR 52.222-43 Fair Labor Standards and Service Contract Act--Price Adjustment  
(Multiple Year and Option Contracts)

Encl: (1) Wage Determination Hourly Adjustment Worksheet/Request Form

1. In accordance with the reference, the contract price will be adjusted to reflect the Contractor's **actual** increases (or decreases) in applicable wages and fringe benefits as a result of revised DOL Wage Determinations. The following procedures shall be followed to effect the applicable adjustments.
2. Upon contractual incorporation of a revised Wage Determination which has an impact on wage and fringe benefits paid under the contract, the Contractor shall complete and submit a form similar to the *Wage Determination Hourly Adjustment Worksheet/Request Form* (Enclosure (1)) to the Contracting Officer for review and approval.
3. The following provides guidance for preparation of Enclosure (1).

A. Changes required as a result of increases/decreases in **WAGES**.

- (1) Separate forms shall be submitted for different places of performance.
- (2) The following is an explanation of each column on the worksheet.

Wages-	<table border="0"> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black; width: 20px;"></td><td>(a) - Wage Determination (W/D) Classification</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(b) - Employee Name</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(c) - Current wage/salary (hourly rate)</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(d) - New W/D hourly rate</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(e) - Hourly rate increase (d - c = e)</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(f) - Total hours for each person for fiscal year (FY)/lot</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(g) - Total Wage/Salary Increase (f x e = g)</td></tr> </table>		(a) - Wage Determination (W/D) Classification		(b) - Employee Name		(c) - Current wage/salary (hourly rate)		(d) - New W/D hourly rate		(e) - Hourly rate increase (d - c = e)		(f) - Total hours for each person for fiscal year (FY)/lot		(g) - Total Wage/Salary Increase (f x e = g)
	(a) - Wage Determination (W/D) Classification														
	(b) - Employee Name														
	(c) - Current wage/salary (hourly rate)														
	(d) - New W/D hourly rate														
	(e) - Hourly rate increase (d - c = e)														
	(f) - Total hours for each person for fiscal year (FY)/lot														
	(g) - Total Wage/Salary Increase (f x e = g)														

Concomitants-	<table border="0"> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black; width: 20px;"></td><td>(h - l) - Concomitants, as applicable to each state, applied to column (g).</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(m) - Total Concomitant (total h thru l)</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(n) - Salary adjustment (g + m = n)</td></tr> </table>		(h - l) - Concomitants, as applicable to each state, applied to column (g).		(m) - Total Concomitant (total h thru l)		(n) - Salary adjustment (g + m = n)
	(h - l) - Concomitants, as applicable to each state, applied to column (g).						
	(m) - Total Concomitant (total h thru l)						
	(n) - Salary adjustment (g + m = n)						

Fringes-	<table border="0"> <tr><td style="border-top: 1px solid black; border-bottom: 1px solid black; width: 20px;"></td><td>(o) - Current fringe benefit</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(p) - New fringe benefit as applicable</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(q) - Fringe increase (p - o = q)</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(r) - Actual hours worked during FY</td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td>(s) - Total fringe increase (r x q = s)</td></tr> </table>		(o) - Current fringe benefit		(p) - New fringe benefit as applicable		(q) - Fringe increase (p - o = q)		(r) - Actual hours worked during FY		(s) - Total fringe increase (r x q = s)
	(o) - Current fringe benefit										
	(p) - New fringe benefit as applicable										
	(q) - Fringe increase (p - o = q)										
	(r) - Actual hours worked during FY										
	(s) - Total fringe increase (r x q = s)										

(t) - Total Adjustment (n + s = t)

- (3) The concomitants are applicable to each state and supporting documentation should be provided.

B. Changes required as a result of increases/decreases in **FRINGE BENEFITS**.

The contractor shall provide complete rationale in a similar format to Enclosure (1) to justify any change requested due to revisions in health and welfare, vacation, or holiday requirements.

C. **COLLECTIVE BARGAINING AGREEMENTS**.

For those items where the contractor is requesting an adjustment due to changes in a Collective Bargaining Agreement, the following information shall be provided:

(1) Detailed statement as to why the adjustment is justified/applicable under the terms of the contract.

(2) Copy of applicable pages of both the Current and Previous agreements covering the item for which the adjustment is requested.

(3) Detailed pricing information in accordance with the applicable requirements of paragraph A and B, above.

4. The Contractor shall provide the total requested dollar amount for Price Adjustment by combining each area in paragraph 3 above. The total requested dollar amount shall be apportioned appropriately among the directly affected CLIN/SLIN in Schedule B of the contract.

5. The Contractor shall provide the same information required in paragraph 3 and 4 above for each remaining option period in the contract.

6. The Contractor is required to comply with the requirements of FAR 15.804-2 Requiring Certified Cost or Pricing Data in cases where the total dollar amount of the notification exceeds the thresholds. The applicable dollar threshold under this contract is \$500,000. This threshold dollar amount is determined by adding together the requested adjustments for the current year and all option years.

WAGE DETERMINATION HOURLY ADJUSTMENT WORKSHEET/REQUEST FORM																				
CONTRACT NO. _____ MODIFICATION NO. _____																				
PLACE OF PERFORMANCE: _____																				
APPLICABLE WAGE DETERMINATION NO. _____																				
PRICE ADJUSTMENT FOR LOT _____ FY _____																				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	
FY	SITE	Employee	Actual	New W/D	Hourly	Hrly	FY	Total					Total	Salary	Actual	New W/D				Total
Classification	Name	Salary	Rate	Incr	Hrs	Increase	FICA	FUI	SUI	SDI	WCI	Concomitant	Adjustment	Fringe Benefit	Fringe Increase	Fringe Increase	FY Hours	Fringe Increase	Total	
							7.65%	0.20%	1.90%		0.40%									
Laborer, GM	Sample	15.05	15.27	0.22	2080	457.60	35.01	0.92	8.69		1.83	46.45	504.05	2.56	2.56	0.00		0.00	504.05	
Laborer, GM		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Laborer, GM		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Truck Driver, HT		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Refuse Truck Dr		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Laborer		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Janitor		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Janitor		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Truck Driver, MT		0	0	0.00	2080	0.00	0.00	0.00	0.00		0.00	0.00	0.00	2.56	2.56	0.00		0.00	0.00	
Totals						457.60						46.45	504.05					0.00	504.05	

NOTE: ALL RATES USED IN THIS SAMPLE WERE CREATED FOR EXAMPLE PURPOSES ONLY.

**DOL WAGE DETERMINATION ADJUSTMENT BASELINE**

The Offeror shall supply, by completing the chart below, the unburdened hourly labor rates utilized to calculate pricing for planned requirements by fiscal year for each labor category proposed. Rates supplied shall be a composite rate for all personnel in each labor category. If necessary, additional categories may be added.

Location: Eau Galle Lake Project, Spring Valley Wisconsin

<u>LABOR CATEGORY</u>	<u>FY-01</u>	<u>FY-02</u>	<u>FY-03</u>	<u>FY-04</u>	<u>FY05</u>
1. Laborer, Grounds Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. Truck Driver, Heavy Truck	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. Refuse Truck Driver	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. Laborer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. Truck Driver, Medium Truck	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6. Janitor	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>FRINGE RATE</u>	<u>FY-01</u>	<u>FY-02</u>	<u>FY-03</u>	<u>FY-04</u>	<u>FY05</u>
1. Fringe Rate in \$/hr	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
example:	\$1.92	\$1.92	\$1.92	\$1.92	\$1.92