

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 173	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW37-02-Q-0042		6. SOLICITATION ISSUE DATE 20-Aug-2002
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TAMMY M MOORE		b. TELEPHONE NUMBER (No Collect Calls) 651-290-5408		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 22 Aug 2002	
9. ISSUED BY		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS
TEL:						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
FAX:							
15. DELIVER TO		CODE	16. ADMINISTERED BY		CODE		
<b>SEE SCHEDULE</b>							
17a. CONTRACTOR/ OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY		CODE		
TEL:		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
			TEL:		EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

EVALUATION OF OFFERS

1. The Government intends to award a contract to the responsible offeror whose quote conforms to the solicitation and is most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate the quotes:

- a. price;
- b. Quotes will be accepted only from offers who are offering manufactured homes from manufacturers that are licensed and bonded in Minnesota in accordance with Minnesota Statutes Chapter 327B.
- c. Stafford Act Eligible Vendor: For the purposes of this solicitation a “Stafford Act Eligible” vendor is either a (1) corporation, business partnership, or other recognized business organization, whose primary place of business is in one of the following Minnesota counties: Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnomen, Clay, Becker, Wright, and McLeod. (2) an individual whose domicile is in one of the following Minnesota counties: Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnomen, Clay, Becker, Wright, and McLeod.
- d. Stafford Act Eligible Product: For the purposes of this solicitation a “Stafford Act Eligible” product is a manufactured product in one of the following Minnesota counties: Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnomen, Clay, Becker, Wright, and McLeod.
- e. Stafford Act Evaluation Factor:

VENDOR	PRODUCT	FACTOR ADDED TO TOTAL QUOTE
Non-Stafford Act Eligible	Non-Stafford Act Eligible	10% of quote total
Non-Stafford Act Eligible	Stafford Act Eligible	5% of quote total
Stafford Act Eligible	Non-Stafford Act Eligible	5% of quote total
Stafford Act Eligible	Stafford Act Eligible	0% of quote total

- f. For purposes of evaluating the offeror’s price, the Government will presume that any option items exercised will be in lots of five (5) or more (see quantity discount clause and return with quote, page 143).

2. *Criteria for Award Decision.* The Government intends to make an offer a contract to the responsible vendor with the lowest price.
3. The Government intends to make its award decisions without discussions. Therefore, each offeror is encouraged to provide in their quote to the Government with all of the information necessary to evaluate its proposal under the evaluation factors stated above. Offerors that fail to submit all the information necessary to evaluate their quote with their initial proposal bear the risk that their quote will be rejected without discussions.
4. The quote shall include the pricing schedule, Stafford Act Certification (if applicable), a copy of licence and bond as stated in Evaluation of Quotes 1b.
5. The all or none qualification is only applicable to the CLINs identified in the Section 00010. The Government will award on an "All or None" basis. Evaluation of quotes will be based, among other factors, upon the total price quoted for all items including Option CLINs.
6. *Responsibility.* In evaluating an offeror's responsibility, the Government may consider any information submitted by the offeror or its references as well as any information obtained or maintained by the Government, including any files and databases (such as the Corps' Construction Contractor Appraisal Support System (CCASS)).

(End of Provision)

NOTES TO OFFERORS

1. EFFECTIVE MAY 31, 1998, ALL CONTRACTORS MUST REGISTER WITH THE DEFENSE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ORDER TO RECEIVE ANY CONTRACT AWARD (other than those made via the Government credit card program). Contractors may register on line at <http://www.ccr.gov> . See Clause 252.204-7004 .

2. All Quantities are for CLINS for Home Access Ramp and Home Access Steps and Shleter are estimated quantities.

3. The offeror who provides the lowest quote may be requested to provide the following information:

- 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 be not 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.

4. NOTICE TO LARGE BUSINESS: The U.S. Army Corps of Engineers, St. Paul District, is committed to participation of Small Business, Small Disadvantaged Business and Women-Owned Small Business in the performance of work under this solicitation and resultant contract.

Your attention is directed to the solicitation clauses 52.219-0008 entitled "Utilization of Small Business Concerns", 52.219-0009 entitled "Small Business Subcontracting Plan," and 252.219-7003 entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)".

If you are a large business with a quote exceeding \$500,000, submission of a Subcontracting Plan in accordance with above clauses will be required. The Contracting Officer will review the plan using the following goals to assure that it represents your best efforts to maximize subcontracting opportunities. Award will not be made until the Subcontracting Plan is approved by the Contracting Officer.

The following subcontracting goals are informational only and not legally binding but are considered reasonable and achievable during the resultant contract from this solicitation. The goals expressed in percent of total planned subcontracting dollars are:

Small Business	61.4%
Small Disadvantaged Business	9.1%
Women-Owned Small Business	5.0%
HUBZone Small Business	Maximum Percent (%) Practicable
Veteran-owned Small Business	3.0%
Subcontract Reporting (SF 294 & SF 295)	100.0%

5. 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 govern.

6. The original quote and any modifications must be complete as to all the items on the schedule.

7. Unbalanced Quotes. The Government may reject a quote that is materially unbalanced between contract line items on the pricing schedule. An quote is materially unbalanced when it is based on prices which are significantly

less than cost for some work and prices which are overstated, in relation to cost, for other work. A materially unbalanced quote may be rejected if the Contracting Officer has a reasonable doubt as to whether the quote will result in the lowest overall cost to the government even though it may be the low evaluated offer. Additionally, a quote that is so unbalanced so as to be tantamount to an advance payment will be rejected even if acceptance of the quote would result in the lowest overall cost to the government.

8. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing not later than 24 hours prior to receipt of offers. Questions can be faxed to (651)290-5212, Attention: Tammy Moore. Questions received after the deadline may not be answered prior to closing.

9. This solicitation and all amendments thereto is being issued via e-mail to each firm on the vendor list.

10. Quotes shall be submitted to the attention of F. Mitchell as follows:

- (1) In person at the USACE St. Paul District office--6th floor.
- (2) Via facsimile to fax number: 651-290-5706
- (3) Via expedited mail--fed ex etc to: US Army Corps of Engineers, St Paul District  
190 5th Street East  
St. Paul, MN 55101-1638

11. The person in the company signing the quote will also need to provide a telephone number to be reached at after business hours during the week and on the weekend.

12. The Government will make an offer to the vendor who provides the lowest quotes. Once the Government receives and evaluates all quotes, the Government will then make an offer. Ensure on your quote, you provide a correct fax number and phone number where you can be contacted immediately. To the vendor that receives the signed Government offer, the vendor must return a faxed signed copy of the offer within 24 hours, or the offer from the Government is no longer valid. The signed offer must be faxed to 651-290-5706, Attn: Tammy Moore.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MANUFACTURED HOME	20	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	MANUFACTURED HOME INSTALLATION	20	Each	_____.	_____.

BASE ITEMS (CLINS 0001 – 0002) \$ \_\_\_\_\_

**OPTION ITEMS**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	MANUFACTURED HOME	1	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	MANUFACTURED HOME	1	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057 OPTION	MANUFACTURED HOME	1	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058 OPTION	MANUFACTURED HOME	1	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059 OPTION	MANUFACTURED HOME	1	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060 OPTION	MANUFACTURED HOME	1	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068 OPTION	MANUFACTURED HOME	1	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076		1	Each		
OPTION	MANUFACTURED HOME			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077		1	Each		
OPTION	MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0089		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0090		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0094		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0095		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0096		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0097		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098		1	Each		
OPTION	ADA MANUFACTURED HOME				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0099		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0111		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0113		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0114		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0115		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0116		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0117		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0118		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0119		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0120		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0121		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0122		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0123		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0124		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0125		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0126		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0127		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0128		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0129		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0130		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0131		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0132		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0133		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0134		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0135		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0136		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0137		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0138		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0139		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0140		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0141		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0142		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0143		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0144		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0145		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0146		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0147		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0148		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0149		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0150		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0151		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0152		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0153		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0154		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0155		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0156		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0157		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0158		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0159		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0160		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0161		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0162		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0163		20	Each		
	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0164		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0165		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0166		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0167		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0168		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0169		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0170		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0171		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0172		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0173		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0174		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0175		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0176		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0177		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0178		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0179		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0180		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0181		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0182		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0183		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0184		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0185		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0186		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0187		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0188		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0189		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0190		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0191		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0192		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0193		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0194		1	Each		
OPTION	MANUFACTURED HOME INSTALLATION				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0195		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0196		1	Each		
	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0197		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0198		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0199		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0211		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0212		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0213		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0214		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0215		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0216		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0217		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0218		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0219		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0220		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0221		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0222		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0223		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0224		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0225		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0226		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0227		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0228		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0229		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0230		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0231		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0232		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0233		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0234		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0235		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0236		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0237		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0238		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0239		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0240		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0241		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0242		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0243		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0244		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0245		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0246		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0247		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0248		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0249		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0250		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0251		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0252		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0253		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0254		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0255		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0256		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0257		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0258		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0259		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0260		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0261		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0262		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0263		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0264		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0265		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0266		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0267		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0268		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0269		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0270		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0271		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0272		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0273		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0274		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0275		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0276		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0277		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0278		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0279		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0280		1	Each		
OPTION	ADA HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0281		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0282		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0283		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0284		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0285		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0286		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0287		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0288		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0289		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0290		1	Each		
OPTION	HOME ACCESS STEPS AND SHELTER				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0291		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0292		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0293		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0294		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0295		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0296		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0297		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0298		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0299		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0310		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0311		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0312		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0313		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0314		1	Each		
OPTION	HOME ACCESS RAMPS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0315		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0316		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0317		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0318		1	Each		
OPTION	HOME ACCESS RAMPS				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0319		1	Each		
OPTION	HOME ACCESS RAMPS			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0320		1	Each		
OPTION	HOME ACCESS RAMPS			_____.	_____.

OPTION ITEMS TOTAL (CLINS 0003 – 0320) \$ \_\_\_\_\_

TOTAL FOR BASE + OPTION ITEMS (CLINS 0001-0320) \$ \_\_\_\_\_

## CLAUSES INCORPORATED BY FULL TEXT

## 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.

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

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

this Certification.

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

(End of provision)

#### 52.204-4 PRINTED OR COPIED 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 principles, 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)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT  
(SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$450.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(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.

(d) 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 in order of importance:

#### REFERENCE EVALUATION OF OFFERS

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

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

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2002)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; 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)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) 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

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

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

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

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

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

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

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

(g) Invoice. 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 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 2001) (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).
- (5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(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)

#### 52.215-5 FACSIMILE QUOTES (OCT 1997) (DEVIATION)

(a) Definition. Facsimile quotes, as used in this provision, means a quote, revision or modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile quotes as responses to this solicitation. Facsimile quotes are subject to the same rules as paper quotes

(c) The telephone number of receiving facsimile equipment is: 651-290-5706, Attn: F.J. Mitchell.

(d) If any portion of a facsimile quote received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the quote;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format

requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make an offer to the offeror providing the lowest quote. The Government will sign the quote, which makes the quote an offer from the Government to the vendor. The vendor must sign the return the Government's offer within 24 hours or the Government's offer will be revoked.

(End of provision)

#### EXERCISE OF OPTION ITEMS

The Government may exercise any and all of the options at any time on or before October 1, 2002. The Contracting Officer may exercise the option by written notice, including fax, to the Contractor.

The options under this contract will be exercised in sufficient time so that all work required can be accomplished by October 11, without contractor having to exceed the required rate of delivery.

The Government is under no obligation to exercise the options.

(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)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(a) This clause does not apply to small business concerns.

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

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

(B) Where the concern is owned by one or more disadvantaged 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

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has 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.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) 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: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

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

(ii) Where the concern is owned by one or more disadvantaged 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

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

(2) It has 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. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(e) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
  - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
  - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_ Offeror elects to waive the adjustment.

- (d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
  - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
  - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
  - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 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)

#### 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(f) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and

29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

## 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 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)

## 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(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)

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

The offeror represents that --

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

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

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

(End of provision)

#### 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) 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 paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(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.

(End of clause)

#### 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)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

#### 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)

52.227-2 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.

(g) 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)

52.232-17 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.

(End of clause)

## 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

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

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

(End of clause)

## 52.232-33 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  
Army Corps of Engineers

Contracting Division  
190 Fifth Street East  
St. Paul, MN 55101-1638

(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.

(End of clause)

## 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

## 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

## 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

#### 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

#### 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(h) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### 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)

#### 52.252-1 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):

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of provision)

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

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

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of clause)

#### 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.

(i) 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.

(End of provision)

#### 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.

(j) 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.

(k) 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.

(End of clause)

#### 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 (NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 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.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (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 (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority institutions*, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

#### 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in \_\_\_\_\_, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

#### 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

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

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

- (A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or
- (B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).
- (4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.
- (5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.
- (7) Qualifying country end product means--
- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.
- (c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.
- (d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

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

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, 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).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items 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 end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;

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

(5) 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 product 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)

252.243-7001 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.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

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

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(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 Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., 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 shall 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) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

ESTIMATED QUANTITIES

CLINS 0195 through 0320 are shown as estimated quantities. Those estimated quantities are for evaluation only. The Government will order either home access steps and shelter (CLINS 0195 through 0290) or home access ramps (CLINS 0291 through 0320) or for each home listed under this contract. The estimated quantities are for the purposes of price evaluation only. The Government may order the manufactured homes with all home access steps and shelter, all home access ramps or any combination of the above. A variation from the estimated quantities shall not entitle the contractor to an adjustment in either place on the delivery schedule.

QUANTITY DISCOUNT

1. Applies to Option Items (CLINS 0003- 0320) only.
2. If the Government exercises five (5) or more of the above listed option items on the same calendar day, the price for those items will be discounted by \_\_\_\_\_%. **(If the offeror does not fill in this blank it will be assumed no discount is official and no discount will be taken on evaluation. )**

STAFFORD ACT CERTIFICATION**Stafford Act Certification.**

By submission of this offer I certify that I \_\_\_ MEET \_\_\_ DO NOT MEET the Stafford Act Eligibility requirement specified in Paragraph (2) (below). If I am submitting this offer as a corporation, partnership or other business organization, my primary place of business is in \_\_\_\_\_ County, Minnesota. If I am submitting this offer as an individual, my domicile is in \_\_\_\_\_ County, Minnesota.

By submission of this offer I certify that the manufactured homes \_\_\_ MEET \_\_\_ DO NOT MEET the Stafford Act Eligibility manufactured product requirement specified in Paragraph (2) (below). If I am submitting this offer as a corporation, partnership or other business organization, my primary place of business is in \_\_\_\_\_ County, Minnesota. If I am submitting this offer as an individual, my domicile is in \_\_\_\_\_ County, Minnesota.

(1) Section 307 of the Stafford Act, 42 U.S.C. 5150, provides a preference for local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities. The Contracting Officer has determined that, for this particular procurement a preference for Stafford Act Eligible Vendors and Stafford Act Eligible Products (See Notes to Offerors).

## (2) Stafford Act Eligibility

To be considered Stafford Act Eligible, an offeror must have its primary place of business [or, in the case of an individual, his or her domicile ] in one of the counties listed in paragraph (3), Eligible Minnesota Counties. To be considered a Stafford Act Eligible Product, the manufactured home must have been manufactured in one of the counties listed in paragraph (3).

## (3) Eligible Minnesota Counties:

Kittson, Roseau, Lake of the Woods, Koochiching, Itasca, Beltrami, Clearwater, Marshall, Pennington, Red Lake, Polk, Norman, Mahnomen, Clay, Becker, Wright, and McLeod.

(4) Procurement Procedure: The Government intends to award a contract to the responsible eligible offeror with the lowest evaluated price.(See Clause entitled "Evaluation of Offers").

Organizations, firms and individuals who are NOT Stafford Act Eligible will not be awarded a contract under this solicitation. Offerors must state, in the certification above, whether they are Stafford Act Eligible.

(5) Stafford Act Subcontracting Requirements. The Contractor agrees that, to the extent feasible and practicable, it will give preference on any subcontracts awarded under this contract to businesses whose primary place of business is in the counties listed in paragraph (3). The Contractor also agrees that, to the extent feasible and practicable, it will hire individuals who reside in the counties listed in paragraph (3). In addition, if a subcontracting plan is required by this contract, the contractor shall endeavor to award 30% of the work (including supplies, services and materials) that it subcontracts to Stafford Act Eligible organizations and individuals.

WAGE DETERMINATION

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General Decision Number **MN020008**  
 Superseded General Decision No. MN010008

State: **Minnesota**  
 Construction Type:

**BUILDING**

County(ies):

AITKIN	KITTSOON	POLK
BECKER	LAKE OF THE WOODS	RED LAKE
BELTRAMI	LE SUEUR	RICE
CASS	MAHNOMEN	<b>ROSEAU</b>
CHISAGO	MARSHALL	SIBLEY
CLAY	MCLEOD	STEELE
CLEARWATER	MILLE LACS	WABASHA
CROW WING	MORRISON	WADENA
DODGE	NICOLLET	WASECA
GOODHUE	NORMAN	WINONA
HUBBARD	PENNINGTON	WRIGHT
ISANTI	PINE	

**BUILDING CONSTRUCTION PROJECTS** (Does not include Treatment Plant or single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002
1	05/03/2002
2	05/17/2002
3	06/14/2002
4	08/16/2002

COUNTY(ies):

AITKIN	KITTSOON	POLK
BECKER	LAKE OF THE WOODS	RED LAKE
BELTRAMI	LE SUEUR	RICE
CASS	MAHNOMEN	<b>ROSEAU</b>
CHISAGO	MARSHALL	SIBLEY
CLAY	MCLEOD	STEELE
CLEARWATER	MILLE LACS	WABASHA
CROW WING	MORRISON	WADENA
DODGE	NICOLLET	WASECA
GOODHUE	NORMAN	WINONA
HUBBARD	PENNINGTON	WRIGHT
ISANTI	PINE	

\* ASBE0034B 06/01/2002

Rates                      Fringes

CHISAGO, DODGE, GOODHUE, ISANTI, LE SUEUR, MC LEOD, MILLE LACS, MORRISON, NICOLLET, RICE, SIBLEY, STEELE, WABASHA, WASECA, WINONA AND WRIGHT COUNTIES

INSULATOR/ASBESTOS WORKERS (Includes application of all insulating

materials, protective coverings,  
 coatings & finishings to all types  
 of mechanical systems) 29.59 12.34

\* ASBE0049A 06/01/2002

Rates Fringes  
 AITKIN, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD, LAKE OF  
 THE WOODS, PINE, **ROSEAU** & WADENA COUNTIES:

ASBESTOS WORKERS/INSULATORS (Includes  
 application of all insulating  
 materials, protective coverings,  
 coatings & finishings to all types  
 of mechanical systems) 28.33 8.93

\* ASBE0133A 07/01/2002

Rates Fringes  
 BECKER, CLAY, KITTSON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON,  
 POLK & RED LAKE COUNTIES

ASBESTOS WORKERS/INSULATORS (Includes  
 application of all insulating  
 materials, protective coverings,  
 coatings & finishings to all types  
 of mechanical systems) 22.43 7.60

ASBE0205C 05/01/1998

Rates Fringes  
 AITKIN, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD, LAKE OF  
 THE WOODS, PINE, **ROSEAU**, AND WADENA COUNTIES

HAZARDOUS MATERIAL HANDLERS (Includes  
 preparation, wetting, stripping,  
 removal, scrapping, vacuuming,  
 bagging & disposing of all  
 insulation materials, whether they  
 contain asbestos or not, from  
 mechanical systems) 18.21 3.30

ASBE0205Q 01/01/2002

Rates Fringes  
 CHISAGO, DODGE, GOODHUE, ISANTI, LE SUEUR, MC LEOD, MILLE LACS,  
 MORRISON, NICOLLET, RICE, SIBLEY, STEELE, WABASHA, WASECA, WINONA  
 AND WRIGHT COUNTIES

ASBESTOS REMOVAL WORKER/  
 HAZARDOUS MATERIAL HANDLER  
 Includes preparation, wetting,  
 stripping, removal, scrapping,  
 vacuuming, bagging & disposing  
 of all insulation materials from  
 mechanical systems whether they  
 contain asbestos or not 23.06 5.25

BOIL0647A	10/01/1999		
		Rates	Fringes
BOILERMAKERS		23.35	9.71
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BRMN0001B	05/01/2002		
		Rates	Fringes
CHISAGO, ISANTI, MILLE LACS (South of an East-West extension of the northern border of Isanti County) & WRIGHT COUNTIES			
BRICKLAYERS & STONEMASONS		28.64	8.80
-----			
BRMN0001F	05/01/2002		
		Rates	Fringes
LE SUEUR, NICOLLET & SIBLEY COUNTIES:			
BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS			
		27.18	8.80
-----			
BRMN0001H	05/01/2002		
		Rates	Fringes
MARBLE SETTERS		28.64	8.80
-----			
BRMN0001K	05/01/2002		
		Rates	Fringes
MCLEOD COUNTY			
BRICKLAYERS; BLOCKLAYERS & STONEMASONS			
		23.22	3.59
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BRMN0001R	05/01/2002		
		Rates	Fringes
ALL COUNTIES, Except AITKIN (E. Half), DODGE & WABASHA (Cities of Plainview & Elgin south of a line east & west on Hwy #247):			
TILE SETTERS		27.29	9.65
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BRMN0001V	05/01/2002		
		Rates	Fringes
BLUE EARTH, FARIBAULT, FREEBORN, AND MOWER COUNTIES			
TILE FINISHERS		23.90	7.55
-----			
BRMN0003A	05/01/2002		
		Rates	Fringes
AITKIN (Eastern half, on a line with the northeast boundary line of Mille Lacs County) & PINE COUNTIES:			
BRICKLAYERS		26.88	9.46
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* BRMN0003H 05/01/2002			

AITKIN COUNTY (Eastern half on a line with the northeast boundary  
of Mille Lacs County)

	Rates	Fringes
TILE LAYERS	21.96	9.00

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BRMN0007A 05/01/2002

WINONA COUNTY

	Rates	Fringes
BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS	27.27	9.13

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BRMN0008A 09/01/1998

DODGE & WABASHA (Plainview & Elgin and that part south of a line  
running east & west of Hwy #247) COUNTIES:

	Rates	Fringes
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS	22.08	3.80

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BRMN0008D 10/01/1998

DODGE & WABASHA (Cities of Plainview & Elgin south of a line east  
& west on Hwy #247) COUNTIES:

	Rates	Fringes
TILE SETTERS	19.70	

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BRMN0010A 05/01/2002

GOODHUE (West part at a line due north and south from the east  
city limits of Wanamingo), RICE & STEELE (North part at a line  
due east and west of the town of Pratt) COUNTIES:

	Rates	Fringes
BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS	28.33	9.13

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BRMN0010C 05/01/1998

RICE & STEELE (North part at a line due east and west of the town  
of Pratt) COUNTIES:

	Rates	Fringes
CEMENT MASONS	24.79	4.40

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\* BRMN0012A 05/01/2002

KITTSO, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE  
& **ROSEAU** COUNTIES:

	Rates	Fringes
BRICKLAYERS	25.82	9.05

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BRMN0013A 09/04/2000

	Rates	Fringes
MORRISON COUNTY:		
BRICKLAYERS	25.03	6.17
CEMENT MASONS	24.63	6.17
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BRMN0015A 05/01/2002		
	Rates	Fringes
AITKIN (Western half), BECKER, BELTRAMI, CASS, CLAY, CLEARWATER, CROW WING, HUBBARD, LAKE OF THE WOODS, MILLE LACS (North of an east-west extension of the northern border of Isanti County) & WADENA COUNTIES:		
BRICKLAYERS	25.82	9.05
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BRMN0015C 09/04/2000		
	Rates	Fringes
BECKER, BELTRAMI, CASS, CLAY, CROW WING, HUBBARD & WADENA COUNTIES:		
CEMENT MASONS	24.63	6.17
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BRMN0017A 05/01/2002		
	Rates	Fringes
GOODHUE (Eastern half at a line running north & south of the east city limits of Wanamingo) & WABASHA (North of a line running east & west of Hwy #247 & north of the city limits of Plainview) COUNTIES		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS	28.33	9.13
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* BRMN0017B 05/01/2002		
	Rates	Fringes
GOODHUE & WABASHA COUNTIES		
CEMENT MASONS	28.08	9.13
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BRMN0021B 05/01/2002		
	Rates	Fringes
STEELE (South part lying south of a line due east & west of Pratt) & WASECA COUNTIES:		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS & STONEMASONS	27.08	9.13
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* BRMN1000H 05/01/2002		
	Rates	Fringes
TERRAZZO MECHANICS	26.91	10.10
TERRAZZO BASE MACHINES	27.79	8.70
TERRAZZO FINISHERS	27.46	8.70
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CHISAGO, CLAY (Moorhead & up to 5 miles radius), DODGE, GOODHUE, ISANTI, LE SUEUR, MCLEOD, MILLE LACS, MORRISON, NICOLLET, PINE, POLK (East Grand Forks & up to 5 miles radius), RICE, SIBLEY, STEELE, WABASHA, WASECA, WINONA & WRIGHT COUNTIES:

MILLWRIGHTS	26.24	7.58
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CARP0596B 06/01/1999

	Rates	Fringes
CHISAGO, ISANTI, MCLEOD (E. part, inclu. Winsted, Silver Lake, Lester Prairie, Plato & Glencoe), MILLE LACS (E. of Hwy #169 & S. of Hwy #23, inclu. Princeton & Milaca), PINE (S. part, inclu. Brook Park, Beroun, Henriette & Pine City), SIBLEY (NE part, inclu. Green Isle) & WRIGHT (S. of Hwy #12, inclu. Cokato, Buffalo & Monticello) COUNTIES:		

SOFT FLOOR LAYERS	21.73	8.32
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CARP0606B 05/01/2000

	Rates	Fringes
AITKIN (Northern one-fourth), CASS (Northern portions) & LAKE OF THE WOODS COUNTIES:		

CARPENTERS; PILEDRIVERMEN & SOFT FLOOR LAYERS	18.44	9.02
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CARP0606F 09/01/1998

	Rates	Fringes
BELTRAMI, CLEARWATER, HUBBARD (Northern part, including cities of Becida, Guthrie, Lake George, Laporte, Nary & Rosby), KITTSOON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE & <b>ROSEAU</b> COUNTIES:		

SOFT FLOOR LAYERS	12.80	4.10
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CARP0606H 05/01/2000

	Rates	Fringes
BELTRAMI, CLEARWATER, HUBBARD (Northern part, including cities of Becida, Guthrie, Lake George, Laporte, Nary & Rosby), KITTSOON, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK (Excluding East Grand Forks and an area 5 miles outside city limits), RED LAKE & <b>ROSEAU</b> COUNTIES:		

CARPENTERS & PILEDRIVERMEN	15.53	6.87
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CARP0930B 05/01/1998

	Rates	Fringes
AITKIN (Southern three-fourths) & CROW WING COUNTIES:		

CARPENTERS	14.73	4.70
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BECKER, CASS (Except Northern portions), HUBBARD (Except cities of Becida, Guthrie, Lake George, Laporte, Nary & Rosby) & WADENA COUNTIES:

CARPENTERS	11.63	4.70
CLAY COUNTY (Except Moorhead):		
CARPENTERS	10.86	4.70
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CARP1176A 06/01/1998		
	Rates	Fringes
CLAY COUNTY (City of Moorhead & a radius of 5 miles NE & South of the city limits) & POLK COUNTY (East Grand Forks & an area 5 miles outside city limits):		
CARPENTERS (Does not include Acoustical or Drywall Mechanics)	16.75	3.05
PILEDRIVERMEN	18.75	3.05
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CARP1348D 05/01/2000		
	Rates	Fringes
AITKIN, BECKER, BELTRAMI, CASS, CLAY (Excluding Moorhead & up to 5 miles radius), CLEARWATER, CROW WING, HUBBARD, KITTONSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON, POLK (Excluding East Grand Forks & up to 5 miles radius), RED LAKE, <b>ROSEAU</b> & WADENA COUNTIES:		
MILLWRIGHTS	21.66	10.29
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CARP1382A 06/01/2001		
	Rates	Fringes
DODGE, GOODHUE (Excluding Red Wing City limits & extending 5 miles outward), WABASHA & WINONA COUNTIES:		
CARPENTERS & PILEDRIVERMEN	18.52	7.63
LE SUEUR, NICOLLET (Eastern Portion, excluding cities of Courtland, Klossner & Lafayette), RICE, SIBLEY (Eastern one-third, Excluding Green Isle, New Auburn & Gaylord), STEELE & WASECA COUNTIES:		
CARPENTERS & PILEDRIVERMEN:		
Total contract over \$1,000,000	19.91	6.63
\$1,000,000 & under	17.96	6.63
NICOLLET (Western Portion, including cities or towns of Courtland, Klossner, Lafayette, New Sweden & Nicollet) & SIBLEY (Western two-thirds, Including Green Isle, New Auburn & Gaylord) COUNTIES		
CARPENTERS & PILEDRIVERMEN:		
Total contract over \$1,000,000	16.76	6.28
Total contract \$1,000,000 & under	14.86	6.03
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CARP9900G 05/01/2001		
	Rates	Fringes

CHISAGO, ISANTI, PINE & WRIGHT COUNTIES:

CARPENTERS & PILEDRIVERMEN	27.06	7.63
INSULATORS	27.06	7.63

GOODHUE (Red Wing City limits & extending 5 miles outward) & MCLEOD COUNTIES:

CARPENTERS & PILEDRIVERMEN	22.09	7.63
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CARP9900P 05/01/2001

	Rates	Fringes
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MILLE LACS & MORRISON COUNTIES

CARPENTERS & PILEDRIVERMEN	19.91	6.63
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ELEC0110B 05/01/2001

	Rates	Fringes
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CHISAGO, GOODHUE (West of Belle Creek, Minneola, Roscoe & Vasa Townships), ISANTI, LE SUEUR (East of Cleveland, Sharon, Tyrone & Washington Townships), MILLE LACS (South of Bradbury, Lewis & Onamia Townships), PINE (South of Arione, Barry, Clover, Hinckley & Ogema Townships) & RICE COUNTIES:

ELECTRICIANS	28.28	13.19
CABLE SPLICERS	29.28	13.47

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ELEC0110G 03/01/1998

	Rates	Fringes
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SOUND, SIGNAL & COMMUNICATIONS WORK:  
 Technician (Installation of  
 Controller Only) 19.22 .58+a+b  
 Installer (Excluding Controller  
 Work) 11.31 .34+a+b

FOOTNOTES:

a. 1 year's service - 5 days' paid vacation; 2 years' service - 10 days' paid vacation; 5 years' service - 12 days' paid vacation; 7 years' service - 14 days' paid vacation; 9 years' service - 16 days' paid vacation; 11 years' service - 18 days' paid vacation; 12 years' service - 20 days' paid vacation

b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day

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ELEC0242A 06/01/2002

	Rates	Fringes
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AITKIN, CASS (Bounded on the north by the south line of Leech Lake, **Minnesota** Island, Could, Bay River & Salem Townships), CROW WING, HUBBARD (Except Rockwood, Helga, Farden, Lake Hattie, Schoolcraft, Guthrie, Hart Lake, Lake Alice, Lake George, Hendrickson & Lakeport), MILLE LACS (Including northerly

townships of Kathio, South Harbor, Isle, East Side, Onamia & Harbor), MORRISON, PINE (Except southerly townships of Brook Park, Mission Creek, Munch, Crosby, Pokegama, Cross Lake, Chengwatana, Royalton, Rock Creek & Pine City) & WADENA COUNTIES:

ELECTRICIANS	26.97	44%
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ELEC0292B 05/01/2000

	Rates	Fringes
WRIGHT COUNTY		
ELECTRICIANS:		
Electricians	27.50	12.18
Cable Splicers	28.50	12.62

McLEOD COUNTY

ELECTRICAL CONTRACTS OVER \$300,000:

Electricians	22.95	9.36
Cable Splicers	23.95	9.39

ELECTRICAL CONTRACTS UNDER \$300,000

Electricians	20.00	8.55
Cable Splicers	21.00	8.58

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ELEC0294A 06/01/2002

	Rates	Fringes
CASS (North part bounded on the south by a line extending east & west of the south line of Boy River & Salem Townships) & HUBBARD (North part bounded on the south by a line extending east & west of the south line of Lake Alice & Lake George Townships)		
COUNTIES:		

ELECTRICIANS	26.83	41.5%
CABLE SPLICERS	27.38	41.5%

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ELEC0294E 06/01/2002

	Rates	Fringes
BELTRAMI, CLEARWATER & LAKE OF THE WOODS (Excluding NW angle)		
COUNTIES		

ELECTRICIANS:

Electrical Installations Under \$3,000,000	21.24	2.95+27.5
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All Other Work:

Electricians	26.83	41.5%
Cable Splicers	27.38	41.5%

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\* ELEC0343D 06/01/2002

	Rates	Fringes
DODGE, GOODHUE (Except that portion west of Belle Creek, Minneola, Roscoe & Vasa Townships), LE SUEUR (Cleveland, Le		

Sueur, Ottawa, Sharon, Tyrone, Washington & Kasota Townships),  
 NICOLLET, SIBLEY, STEELE, WABASHA, WASECA & WINONA COUNTIES

ELECTRICIAN	24.72	15%+8.27
CABLE SPLICER	25.72	15%+8.27

ELEC1426E 06/01/1998

BECKER, CLAY, KITTSO, MAHNOMEN, MARSHALL, NORMAN, PENNINGTON,  
 POLK, RED LAKE & **ROSEAU** COUNTIES:

ELECTRICIANS:

	Rates	Fringes
Electricians	14.70	4.64
Cable Splicers	15.45	4.73

\* ELEV0009B 07/03/2002

	Rates	Fringes
ELEVATOR MECHANICS	29.415	7.505a+b

FOOTNOTES:

a. 7 Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Day After Thanksgiving & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years

\* ENGI0049G 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	28.99	7.55
GROUP 2	28.65	7.55
GROUP 3	27.24	7.55
GROUP 4	26.90	7.55
GROUP 5	26.73	7.55
GROUP 6	25.22	7.55
GROUP 7	24.10	7.55
GROUP 8	22.09	7.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Operator; Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over

GROUP 2 - Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over, Concrete Pump 164 ft boom & over.

GROUP 3 - Traveling Tower Crane; Master Mechanic; Pile Driving Operator (when 3 drums are used); Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Derrick (Guy & Stiffleg); Tower Crane (Stationary) 100' & Over; & All Terrain Vehicle Crane, Boom Truck over 100 ft.

GROUP 4 - Crawler Backhoe; Hoist Engineer (3 drums or more);

Locomotive Operator; Overhead Crane Operator (inside **building** perimeter); & Tractor Operator with Boom

GROUP 5 - Air Compressor Operator 450 CFM or over (2 or more machines); Pump Operator and/or Conveyor Operator (2 or more machines); Mechanic; Pumpcrete or Complaco type Machine Operator; Forklift; Boom Truck Operator up to 100 ft; Concrete Mixer Operator; Drill Rig - Heavy Rotary or Churn when used for Caisson Drilling for Elevator Cylinder or **Building** Construction; Front End Loader (Over 1 cu. yd.); Hoist Engineer (1 or 2 drums); Straddle Carrier Operator; Power Plant Engineer (100 KW & over on multiples equal to 100KW & over); Tractor Operator over D2; & Well Point Pump Op.

GROUP 6 - Concrete Batch Plant Operator; Guniting Operator; Tractor Operator D2 or similar size; & Front End Loader Operator, up to 1 cu. yd.

GROUP 7 - Air Compressor Operator 600 CFM or over; Pump and/or Conveyor Operator; Brakeman; Pick-up Sweeper (1 cu. yd. & over Hopper capacity); Truck Crane Oiler; & Welding Machine Operator, Fireman temporary heat.

GROUP 8 - Mechanical Space Heater (Temporary Heat); Oiler or Greaser; & Elevator Operator

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 IRON0512B 05/01/2002

Rates Fringes  
 CHISAGO, DODGE, GOODHUE, ISANTI, LE SUEUR, MCLEOD, MILLE LACS,  
 MORRISON, NICOLLET, RICE, SIBLEY, STEELE, WABASHA, WADENA,  
 WASECA, WINONA & WRIGHT COUNTIES

IRONWORKERS 29.50 11.84  
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IRON0563A 05/01/2002

Rates Fringes  
 AITKIN, BECKER, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD,  
 LAKE OF THE WOODS, MAHNOMEN, PENNINGTON, PINE, RED LAKE & **ROSEAU** COUNTIES:

IRONWORKERS 23.78 12.70  
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IRON0793B 05/01/2002

Rates Fringes  
 CLAY, KITTSON, MARSHALL, NORMAN & POLK COUNTIES

IRONWORKERS 19.14 9.73  
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LABO0010E 05/01/2002

Rates Fringes  
 LANDSCAPERS: Seeding, Sodding &  
 Planting of evergreen & deciduous

shrubs & trees 13.34 5.05

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LABO0132D 05/07/2001

LE SUEUR, MCLEOD, NICOLLET, RICE, SIBLEY & WASECA COUNTIES

LABORERS:

Total Project Cost \$1,000,000 & over:

	Rates	Fringes
GROUP 1	16.64	6.06
GROUP 2	17.14	6.06
GROUP 3	17.34	6.06
FLAGPERSON	14.99	6.06

Total Project Cost under \$1,000,000:

	Rates	Fringes
GROUP 1	14.53	5.72
GROUP 2	15.03	5.72
GROUP 3	15.23	5.72
FLAGPERSON	12.88	5.72

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signalperson; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Wrecking excluding Remodeling; Drill Runner Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Torchman - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mason Tender; Mounted Wall Saw Operator; Nozzle Operator - Gunitite, Cement, Sandblasting; Pipelayer; Pipe Re-habtech; Refractory Worker; Sheeting Setter & Driver, Heavy **Building** Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

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LABO0132F 01/01/2000

AITKIN, BECKER, CASS, CHISAGO, CLAY, CROW WING, DODGE, GOODHUE, HUBBARD, ISANTI, LE SUEUR, MCLEOD, MILLE LACS, MORRISON, NICOLLET, PINE, RICE, SIBLEY, STEELE, WABASHA, WADENA, WASECA, WINONA & WRIGHT COUNTIES:

	Rates	Fringes
LABORERS, Asbestos Abatement	19.16	6.62

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LABO0132K 05/07/2002

CHISAGO, ISANTI, PINE & WRIGHT COUNTIES

LABORERS:

GROUP 1	23.12	7.17
GROUP 2	23.62	7.17
GROUP 3	24.12	7.17

LABORERS CLASSIFICATIONS

GROUP 1 - General; Flagperson/Traffic Control; Carpenter Tender; Concrete; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; JoistHandler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signal Person; Asbestos and Hazardous Waste Technician; Hydro Blast or Waterblast; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Remote Control Tamper

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technical, including Cleaning, Cutting, Cameraing, etc.; Refractory Worker; Sheeting Setter & Driver, Heavy **Building** Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO01320 06/01/1999

CHISAGO, ISANTI, MCLEOD, MILLE LACS, PINE, SIBLEY & WRIGHT  
COUNTIES:

PLASTER TENDERS	23.85	5.59
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LABO0405C 05/01/1999

DODGE, STEELE & WINONA COUNTIES

LABORERS:

GROUP 1	15.49	4.89
GROUP 2	16.19	4.89
FLAGPERSON	13.66	4.89

LABORER CLASSIFICATIONS

GROUP 1 - Construction; General; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Firewatch; Joist Handler; Material Handler - Power Buggy; Rebar; Signalperson; Snow Blower Operator; Demolition & Wrecking, Including Remodeling; Chain Saw Operator; Concrete Saw, Drill

Operator; Concrete Vibrator; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Remote Control Tamper

GROUP 2 - Pipe Rehab Technician, including Cleaning, Cutting, Cameraing, etc.; Caisson Work; Nozzle Operator - Gunitite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy **Building** Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0492A 05/01/2001

	Rates	Fringes
GOODHUE & WABASHA COUNTIES:		
LABORERS:		
GROUP 1	21.00	5.56
GROUP 2	21.50	5.56
GROUP 3	22.00	5.56
FLAGPERSON	19.35	5.56

LABORER CLASSIFICATIONS

GROUP 1: Construction craft laborer, Asbestos and Hazardous Waste removal (non-mechanical), Carpenter Tender, Chain Saw Operator, Cleanup (excluding Janitorial), Concrete Laborer, Concrete Saw, Concrete Drill, Concrete Vibrator, Damp Proof below grade, Demolition & Remodeling excluding demolition of an entire structural system, Drill Runner Tender, dump Person (dirt, asphalt, concrete), Heater Tender all types, Hot Tar Caulker corker, Hydro Blast or Waterblaster, Joist Handlers, Lead Abatement, Mason Tender, Material Handler - all types Power Buggy, Mortar Mixer (Cement or any substitute), Pipe Handler, Pneumatic and Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Remote Control Tamper, Signal Person, Snow Blower, Swing Stage Line Scaffold (not including patent scaffolding), Tool Crib Checker, Torch Person (gas, electric, thermal or similar device)

GROUP 2: Caisson Work, Mounted Wall Saw, Nozzle Operator (gunitite, cement, sandblasting, Micro Abrasive Blasting), Pipelayer, Pipe Rehab Technician (including cleaning, cutting, camera etc), Refractory worker, Sheeting Setter and Driver (heavy **building** excavation), Underground Work (open ditch or excavation 8 ft below grade), Underpinning

GROUP 3: Blaster, Driller for Blasting.

LABO0563B 05/01/2001

	Rates	Fringes
AITKIN, BECKER, CASS, CLAY (Except City limits of Moorhead), CROW WING, HUBBARD, MILLE LACS, MORRISON & WADENA COUNTIES:		

LABORERS:

Total Construction Projects Over \$950,00:		
GROUP 1	18.02	6.72
GROUP 2	18.77	6.72
GROUP 3	19.02	6.72
FLAGPERSON	16.11	6.72
Total Construction Projects Under \$950,000:		
GROUP 1	16.27	6.72
GROUP 2	17.02	6.72
GROUP 3	17.27	6.72
FLAGPERSON	14.54	6.72

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Asbestos & Hazardous Waste Technician; Carpenter Tender; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Concrete; Damp Proofer Below Grade; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Drill Runner Tender; Dump Person - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker Corker; Hydro Blast or Waterblaster; Joist Handler; Mason Tender; Material Handler - Power Buggy; Mortar Mixer - Cement or any other Substitute material or Composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Remote Control Tamper; Signal Person; Snow Blower Operator; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchperson - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Guniting, Cement, Sandblasting; Pipelayer; Pipe Rehab Technician (Including Cleaning, Cutting, Cameraing, etc.); Refractory Worker; Sheeting Setter & Driver, Heavy **Building** Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovel TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0580A 04/19/1999

	Rates	Fringes
CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:		
LABORERS	14.05	4.34

LABORER CLASSIFICATIONS

Construction; Concrete Bucket; Power Tool Operator; Mortar Mixer; Brick & Plasterers' Tender; Jackhammer Work; Hod Carrier; Non-Metallic Pipe Layer; Gas Line Wrapping or Taping; Cutting Torch for Demolition; Sandblaster & Guniting Pot Tender; & Hose Tender

LABO1097C 05/01/2001



3 PAIN0061B 05/01/2000

	Rates	Fringes
5 CHISAGO & PINE (Southern half, on a line east and west through		
6 Hinckley) COUNTIES:		
7		
8 PAINTERS:		
9 GROUP 1	23.50	8.28
0 GROUP 2	17.63	8.28
1 GROUP 3	24.25	8.28

2

3 PAINTER CLASSIFICATIONS

4

5 GROUP 1 - Brush; Drywall Finisher; & Paperhanger

6 GROUP 2 - Drywall Sander

7 GROUP 3 - Sandblaster; Spray; Swing Stage; Boatswain Chair;

8 Window Jack; Safety Belt; Erected Structural Steel;

9 Bridges; & Application of Epoxy Materials and Materials

0 containing over 50% Creosote

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2

3 PAIN0106E 05/01/2001

	Rates	Fringes
5 PINE COUNTY (Northern part, including Hinckley & Sandstone)		
6		
7 PAINTERS:		
8 REPAINT:		
9 Brush; Roller; & Lead Base Paint		
0 Removal & Abatement with Basic		
1 Hand Tools such as Scrapers	21.23	7.73
2 Paperhanging; Spray; Steel; Taping;		
3 & Lead Base Paint Removal &		
4 Abatement with Other Than Basic		
5 Hand Tools	21.83	7.73
6 NEW:		
7 Brush & Roller	21.23	7.73
8 Paperhanger, Spray, Steel		
9 and Taper	21.83	7.73

0 -----

1

2 PAIN0386B 05/01/2000

	Rates	Fringes
5 ISANTI, MCLEOD & WRIGHT COUNTIES:		
6		
7 PAINTERS:		
8 Brush; Roller; & Wallpaper Hanger	24.31	7.72
9 Spray; Steel; Sandblaster; Swing		
0 Stage & Epoxy	25.06	7.72

1 -----

2

3 PAIN0386D 05/01/2000

	Rates	Fringes
5 ISANTI, MCLEOD & WRIGHT COUNTIES:		
6		
7 PAINTERS:		
8 Drywall Taper/Finisher	23.97	7.85
9 Sander	17.98	7.85

0 -----

1

2 PAIN0681A 05/01/2001

	Rates	Fringes
3 DODGE, GOODHUE, LE SUEUR, NICOLLET, RICE, SIBLEY, STEELE,		
4 WABASHA, WASECA & WINONA COUNTIES		
5		
6 CORPORATE CITY LIMITS OF RED WING, GOODHUE COUNTY; &		
7 WINONA, WINONA COUNTY:		
8		
9 PAINTERS:		
1	22.13	6.07
2	22.38	6.07
3	22.63	6.07
4	23.13	6.07

5 REMAINING AREA:

6 \$600,000 & over in volume including Electrical & Mechanical:

	Rates	Fringes
0 PAINTERS:		
1	22.13	6.07
2	22.38	6.07
3	22.63	6.07
4	23.13	6.07

5 Under \$600,000 in volume including Electrical & Mechanical:

	Rates	Fringes
8 PAINTERS:		
9	18.81	6.07
0	19.02	6.07
1	19.24	6.07
2	19.66	6.07

3 APPLICATION OF EPOXY, CREOSOTE OR ALL OTHER HIGHLY TOXIC  
4 MATERIALS - \$ .25 PREMIUM

5 -----

6 PAIN0681F 05/01/2001

	Rates	Fringes
9 DODGE, GOODHUE, LE SUEUR, NICOLLET, RICE, SIBLEY, STEELE,		
0 WABASHA, WASECA & WINONA COUNTIES		
1		
4	21.74	6.87
5	16.31	6.87

6 -----

7 PAIN0880A 05/01/1999

	Rates	Fringes
0	21.12	2.08+a+b

1 FOOTNOTES:

- 2 a. 8 Paid Holidays: New Year's Day; Memorial Day;
- 3 Independence Day; Labor Day; Thanksgiving Day; the Day After
- 4 Thanksgiving; the last working Day Before Christmas; &
- 5 Christmas Day
- 6
- 7
- 8 b. Vacation Pay: 3 yrs' service - 2 wks' paid vacation; 6 yrs'
- 9 service - 3 wks' paid vacation; 15 yrs' service - 4 wks' paid
- 0 vacation

1 -----

2

3 PAIN0884A 06/01/2002

4 Rates Fringes

5 DRYWALL TAPERS & FINISHERS:

6

7 AITKIN, MILLE LACS & MORRISON COUNTIES:

8 Projects Under \$8,000 16.00 7.06

9 All Other Work 20.01 7.06

0

1 BECKER, BELTRAMI, CASS, CLAY, CLEARWATER, CROW WING, HUBBARD,

2 KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL, NORMAN,

3 PENNINGTON, POLK, RED LAKE, **ROSEAU** & WADENA COUNTIES:

4 Projects Under \$8,000 15.21 6.34

5 All Other Work 19.01 6.34

6

7 PAINTERS:

8

9 AITKIN, BECKER, BELTRAMI, CASS, CLEARWATER, CROW WING, HUBBARD,

0 LAKE OF THE WOODS, MAHNOMEN, MILLE LACS, MORRISON, PENNINGTON,

1 RED LAKE, **ROSEAU** & WADENA COUNTIES:

2

3 Projects Under \$8,000

4 GROUP 1 16.00 7.06

5 GROUP 2 16.61 7.06

6

7 All Other Work:

8 GROUP 1 20.01 7.06

9 GROUP 2 20.76 7.06

0

1 CLAY, KITTSON, MARSHALL, NORMAN & POLK COUNTIES:

2

3 Projects Under \$8,000

4 GROUP 1 14.41 1.87

5 GROUP 2 15.16 1.87

6

7 All Other Work:

8 GROUP 1 18.01 1.87

9 GROUP 2 18.76 1.87

0

1 PAINTER CLASSIFICATIONS

2

3 GROUP 1 - Brush & Roller

4

5 GROUP 2 - Spray; Two Component Paints; Epoxies; Sandblasting &

6 Rigging; Work done on Swing Scaffolding, Safety Harness, Window

7 Jacks, Boatswain's Chair, Coverings & Erection of Scaffolding

8 for same; Work on Erected Structural Steel & Abrasive Blasting

9 -----

0

1 PAIN1324B 06/01/1999

2 Rates Fringes

3 GLAZIERS 24.31 7.89

4 -----

5

6 PLAS0265B 06/01/2000

7 Rates Fringes

8 CHISAGO, ISANTI, MCLEOD, MILLE LACS, PINE (South of the northern

9 boundaries of Dell Grove, Sandstone & Danforth Townships),

0 SIBLEY & WRIGHT COUNTIES:

1			
2	PLASTERERS	24.88	8.35

3 -----

4  
5 PLAS0633B 05/01/2002

6		Rates	Fringes
7	CHISAGO, ISANTI, MCLEOD, MILLE LACS, PINE (South of the northern		
8	boundaries of Dell Grove, Sandstone & Danforth Townships),		
9	SIBLEY & WRIGHT COUNTIES:		

0			
1	CEMENT MASONS	27.34	9.31

2 -----

3  
4 PLAS0633J 05/01/2002

5		Rates	Fringes
6	AITKIN & PINE (North of T 24N) COUNTIES		

7			
8	CEMENT MASONS	22.79	9.30

9 -----

0  
1 PLAS0633M 05/01/2002

2		Rates	Fringes
3	WINONA COUNTY		

4			
5	CEMENT MASONS	22.26	8.05

6 -----

7  
8 PLAS0633P 07/01/2000

9		Rates	Fringes
0	DODGE, LE SUEUR, NICOLLET, STEELE (South part at a line due East		
1	& West of the town of Pratt) & WASECA COUNTIES:		

2	CEMENT MASONS:		
3	Total Construction Projects		
4	\$1,000,000 and Over	20.67	4.58
5	Total Construction Projects		
6	Under \$1,000,000	18.07	4.53

7 -----

8  
9  
0 PLAS0633R 06/01/2001

1		Rates	Fringes
2	WINONA COUNTY		

3			
4	vPLASTERERS	26.20	2.60

5 -----

6  
7 PLAS6330B 05/01/2000

8		Rates	Fringes
9	AITKIN & PINE (North of T 24N) COUNTIES:		

0			
1	PLASTERERS	19.62	8.70

2 -----

3  
4 PLAS6330S 07/01/1999

5		Rates	Fringes
6	CLEARWATER, KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL,		
7	NORMAN, PENNINGTON, POLK, RED LAKE & ROSEAU COUNTIES:		

8

9	CEMENT MASONS	18.35	5.80
0	-----		
1			
2	PLAS6330X 05/01/2000		
3		Rates	Fringes
4	CLEARWATER, KITTSON, LAKE OF THE WOODS, MAHNOMEN, MARSHALL,		
5	NORMAN, PENNINGTON, POLK, RED LAKE & ROSEAU COUNTIES:		
6			
7	PLASTERERS	17.75	4.65
8	-----		
9			
0	PLUM0006A 08/01/2001		
1		Rates	Fringes
2	DODGE, GOODHUE (Southern half), RICE, STEELE, WABASHA, WASECA		
3	& WINONA COUNTIES:		
4			
5	PIPEFITTERS; PLUMBERS; & STEAMFITTERS:		
6	Mechanical Contracts Up to		
7	\$75,000.00	22.93	8.35
8	All Other Mechanical Contracts	28.66	8.35
9	-----		
0			
1	PLUM0011D 05/01/2001		
2		Rates	Fringes
3	PINE COUNTY		
4			
5	PLUMBERS, PIPEFITTERS		
6	and STEAMFITTERS	26.35	9.15
7	-----		
8			
9	PLUM0015B 05/01/2001		
0		Rates	Fringes
1	ISANTI, MCLEOD, MILLE LACS & WRIGHT COUNTIES		
2			
3	PLUMBERS	28.80	9.71+a
4			
5	FOOTNOTE:		
6	a. Paid Holiday: Labor Day		
7	-----		
8			
9	PLUM0015G 05/01/2001		
0		Rates	Fringes
1	MORRISON COUNTY		
2			
3	PLUMBERS	25.80	9.71+a
4			
5	FOOTNOTE:		
6	a. Paid Holiday: Labor Day		
7	-----		
8			
9	* PLUM0034A 05/01/2002		
0		Rates	Fringes
1	CHISAGO & GOODHUE (Northern half) COUNTIES		
2			
3	PLUMBERS	30.55	10.29+a
4			
5	FOOTNOTE:		
6	a. 1 Paid Holiday: Labor Day		
7	-----		

8			
9	* PLUM0034G	05/02/2002	
0			Rates Fringes
1	LE SUEUR, NICOLLET & SIBLEY COUNTIES		
2			
3	PLUMBERS & GAS FITTERS	25.05	10.49+a
4			
5	FOOTNOTE:		
6	a. 1 Paid Holiday: Labor Day		
7	-----		
8			
9	* PLUM0126A	05/15/2002	
0			Rates Fringes
1	AITKIN, BECKER, BELTRAMI, CASS (Southern half), CLAY, CLEARWATER,		
2	CROW WING, HUBBARD, KITTSON, LAKE OF THE WOODS, MAHNOMEN,		
3	MARSHALL, NORMAN, PENNINGTON, POLK, RED LAKE, <b>ROSEAU</b> & WADENA		
4	COUNTIES:		
5			
6	PLUMBERS & STEAMFITTERS:		
7	Mechanical Projects		
8	under \$2,000,000	25.89	8.31
9	Mechanical Projects		
0	\$2,000,000 and above	28.29	8.31
1	-----		
2			
3	PLUM0455A	05/01/2001	
4			
5			Rates Fringes
6	CHISAGO & GOODHUE (Northern half) COUNTIES		
7			
8	PIPEFITTERS & STEAMFITTERS	29.10	10.10
9	-----		
0			
1	PLUM0455H	05/01/2001	
2			Rates Fringes
3	LE SUEUR, NICOLLET & SIBLEY COUNTIES		
4			
5	PIPEFITTERS & STEAMFITTERS	24.31	9.28
6	-----		
7			
8	PLUM0539B	05/01/2001	
9			Rates Fringes
0	ISANTI, MCLEOD, MILLE LACS & WRIGHT COUNTIES		
1			
2	PIPEFITTERS	29.77	9.51
3	-----		
4			
5	PLUM0539I	05/01/2001	
6			Rates Fringes
7	MORRISON COUNTY:		
8			
9	PIPEFITTERS	23.72	11.83
0	-----		
1			
2	PLUM0589B	06/01/2001	
3			Rates Fringes
4	CASS COUNTY (North of a parallel line drawn from the northern		
5	boundary of Crow Wing County, west to the east boundary of		
6	Wadena County)		

7			
8	PIPEFITTERS; PLUMBERS; &		
9	STEAMFITTERS	23.62	11.42
0	-----		
1			
2	ROOF0096B 06/01/2001		
3		Rates	Fringes
4	DODGE, LE SUEUR, NICOLLET, STEELE, AND WASECA COUNTIES		
5			
6	ROOFERS	19.11	5.05
7			
8	WINONA COUNTY		
9			
0	ROOFERS	18.08	5.05
1	-----		
2			
3	ROOF0096D 07/01/2000		
4		Rates	Fringes
5	PINE COUNTY:		
6			
7	ROOFERS	22.20	7.15
8	-----		
9			
0	ROOF0096F 05/01/2001		
1		Rates	Fringes
2	CHISAGO, GOODHUE, ISANTI (South of State Highway #95, including		
3	Cambridge), MCLEOD, RICE, SIBLEY, WABASHA & WRIGHT (South of		
4	County Road #39) COUNTIES:		
5			
6	ROOFERS	26.04	8.00+a
7			
8	FOOTNOTE:		
9	a. 1 Paid Holiday: Labor Day		
0	-----		
1			
2	ROOF0096K 07/01/2000		
3		Rates	Fringes
4	AITKIN, CASS, CROW WING, HUBBARD & WADENA COUNTIES:		
5			
6	ROOFERS	19.96	5.65
7	-----		
8			
9	ROOF0096L 06/01/2001		
0		Rates	Fringes
1	ISANTI (North of State Highway #95, excluding Cambridge),		
2	MILLE LACS, MORRISON & WRIGHT (North of Wright County Road #39,		
3	from South Haven to Monticello, including both towns) COUNTIES:		
4			
5	ROOFERS	22.95	5.80
6	-----		
7			
8	ROOF0096O 05/01/2001		
9		Rates	Fringes
0	BELTRAMI, CLEARWATER, LAKE OF THE WOODS & MAHNOMEN COUNTIES		
1			
2	ROOFERS	15.49	5.45
3	-----		
4			
5	ROOF0214A 04/01/1998		

6		Rates	Fringes
7	BECKER, CLAY, KITTSO, MARSHALL, NORMAN, PENNINGTON, POLK,		
8	RED LAKE & ROSEAU COUNTIES:		
9			
0	ROOFERS	10.83	
1	-----		
2			
3	SFMN0669B 04/01/2002		
4		Rates	Fringes
5	SPRINKLER FITTERS	27.76	8.05
6	-----		
7			
8	SHEE0010A 05/01/2002		
9		Rates	Fringes
0	AITKIN COUNTY		
1			
2	SHEET METAL WORKERS	26.21	11.15
3	-----		
4			
5	* SHEE0010E 07/01/2002		
6			
7		Rates	Fringes
8	CHISAGO, ISANTI, MCLEOD, PINE, RICE, SIBLEY & WRIGHT COUNTIES		
9			
0	SHEET METAL WORKERS	29.60	11.57+a
1			
2	FOOTNOTE:		
3	a. Paid Holiday: Labor Day		
4	-----		
5			
6	SHEE0010G 05/01/2002		
7		Rates	Fringes
8	DODGE, GOODHUE, STEELE & WABASHA COUNTIES		
9			
0	SHEET METAL WORKERS	25.76	9.62
1	-----		
2			
3	* SHEE0010I 06/01/2002		
4		Rates	Fringes
5	CASS, CROW WING, HUBBARD & WADENA COUNTIES		
6			
7	SHEET METAL WORKERS	24.57	10.05
8	-----		
9			
0	SHEE0010J 05/01/2002		
1		Rates	Fringes
2	WINONA COUNTY		
3			
4	SHEET METAL WORKERS	22.27	8.28
5	-----		
6			
7	* SHEE0010K 06/01/2002		
8		Rates	Fringes
9	BELTRAMI, CLEARWATER & LAKE OF THE WOODS COUNTIES		
0			
1	SHEET METAL WORKERS	22.03	8.09
2	-----		
3			
4	SHEE0010M 05/01/2002		

5		Rates	Fringes
6	BECKER, MAHNOMEN, MILLE LACS & MORRISON COUNTIES		
7			
8	SHEET METAL WORKERS	26.07	10.53
9	-----		
0			
1	SHEE0010P 05/01/2002		
2		Rates	Fringes
3	LE SUEUR, NICOLLET & WASECA COUNTIES		
4			
5	SHEET METAL WORKERS	25.06	8.31
6	-----		
7			
8	* SHEE0010T 06/01/2002		
9		Rates	Fringes
0	KITTSOON, MARSHALL, PENNINGTON, POLK, RED LAKE & ROSEAU COUNTIES		
1			
2	SHEET METAL WORKERS	20.07	7.16
3			
4	-----		
5			
6	* SHEE1000D 06/01/2002		
7		Rates	Fringes
8	CLAY & NORMAN COUNTIES		
9			
0	SHEET METAL WORKERS	20.04	7.30
1	-----		
2			
3	TEAM0132B 05/01/1999		
4		Rates	Fringes
5	LE SUEUR, MCLEOD, NICOLLET, RICE, SIBLEY & WASECA COUNTIES:		
6			
7	TRUCK DRIVERS:		
8	Where Total Project Cost is		
9	\$1,000,000.00 & OVER	15.81	
0			
1	Where Total Project Cost is UNDER		
2	\$1,000,000.00	13.71	
3	-----		
4			
5	TEAM0132D 05/01/2000		
6		Rates	Fringes
7	CHISAGO (Northern half), ISANTI & PINE COUNTIES:		
8			
9	TRUCK DRIVERS	23.08	
0	-----		
1			
2	TEAM0221B 05/30/1998		
3		Rates	Fringes
4	LANDSCAPE - SOD, TREES, SHRUBS & BLACK DIRT:		
5	Single Axles & Farm Tractors	12.15	4.00
6	Tandem Axles	12.30	4.00
7	Truck Train Combination	12.45	4.00
8	-----		
9			
0	TEAM0346B 05/01/1998		
1		Rates	Fringes
2	CHISAGO (Southern half) & WRIGHT COUNTIES:		
3			

4	TRUCK DRIVERS:		
5	GROUP 1 - Boom Truck Operator	19.55	4.50
6	GROUP 2 - Ready-Mix; Tractor-Trailer	19.00	4.50
7	GROUP 3 - Mechanic; Fork Lift		
8	Operator; & Tandem or 3 Axles	18.90	4.50
9	GROUP 4 - Farm Tractor; Single or		
0	2 Axles; & Dumps	18.65	4.50
1	-----		
2			
3	TEAM0405B 05/01/1999		
4		Rates	Fringes
5	DODGE, STEELE & WINONA COUNTIES		
6			
7	TRUCK DRIVERS	15.49	
8	-----		
9			
0	TEAM0492B 05/01/1999		
1		Rates	Fringes
2	GOODHUE & WABASHA COUNTIES:		
3			
4	TRUCK DRIVERS	18.32	
5	-----		
6			
7	TEAM0563B 05/01/1999		
8		Rates	Fringes
9	AITKIN, BECKER, CASS, CLAY (Except City limits of Moorhead),		
0	CROW WING, HUBBARD, MILLE LACS, MORRISON & WADENA COUNTIES:		
1			
2	TRUCK DRIVERS:		
3	Total Construction Projects of		
4	Over \$950,000.00	15.59	
5	Total Construction Projects Under		
6	\$950,000.00	13.84	
7	-----		
8			
9	TEAM0580B 04/19/1999		
0		Rates	Fringes
1	CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:		
2			
3	TRUCK DRIVERS	14.05	
4	-----		
5			
6	TEAM1097C 05/01/1999		
7		Rates	Fringes
8	BELTRAMI, CLEARWATER, KITSON, LAKE OF THE WOODS, MAHNOMEN,		
9	MARSHALL, NORMAN, PENNINGTON, POLK (Excluding the city limits		
0	of East Grand Forks), RED LAKE & <b>ROSEAU</b> COUNTIES:		
1			
2	TRUCK DRIVERS:		
3	Under \$760,000.00, including		
4	Mechanical & Electrical	11.86	
5			
6	\$760,000.00 & Over, including		
7	Mechanical & Electrical	13.95	
8	-----		
9			
0	WELDERS - Receive rate prescribed for craft performing operation		
1	to which welding is incidental.		
2	=====		

3  
 4 Unlisted classifications needed for work not included within  
 5 the scope of the classifications listed may be added after  
 6 award only as provided in the labor standards contract clauses  
 7 (29 CFR 5.5(a)(1)(ii)).

8 -----  
 9 In the listing above, the "SU" designation means that rates  
 0 listed under that identifier do not reflect collectively  
 1 bargained wage and fringe benefit rates. Other designations  
 2 indicate unions whose rates have been determined to be  
 3 prevailing.

4  
 5 WAGE DETERMINATION APPEALS PROCESS  
 6

7 1.) Has there been an initial decision in the matter? This can  
 8 be:

- 9  
 0 \* an existing published wage determination  
 1 \* a survey underlying a wage determination  
 2 \* a Wage and Hour Division letter setting forth a  
 3 position on a wage determination matter  
 4 \* a conformance (additional classification and rate)  
 5 ruling  
 6

7 On survey related matters, initial contact, including requests  
 8 for summaries of surveys, should be with the Wage and Hour  
 9 Regional Office for the area in which the survey was conducted  
 0 because those Regional Offices have responsibility for the  
 1 Davis-Bacon survey program. If the response from this initial  
 2 contact is not satisfactory, then the process described in 2.)  
 3 and 3.) should be followed.  
 4

5 With regard to any other matter not yet ripe for the formal  
 6 process described here, initial contact should be with the Branch  
 7 of Construction Wage Determinations. Write to:

8  
 9 Branch of Construction Wage Determinations  
 0 Wage and Hour Division  
 1 U. S. Department of Labor  
 2 200 Constitution Avenue, N. W.  
 3 Washington, D. C. 20210  
 4

5 2.) If the answer to the question in 1.) is yes, then an  
 6 interested party (those affected by the action) can request  
 7 review and reconsideration from the Wage and Hour Administrator  
 8 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

9  
 0 Wage and Hour Administrator  
 1 U.S. Department of Labor  
 2 200 Constitution Avenue, N. W.  
 3 Washington, D. C. 20210  
 4

5 The request should be accompanied by a full statement of the  
 6 interested party's position and by any information (wage payment  
 7 data, project description, area practice material, etc.) that the  
 8 requestor considers relevant to the issue.  
 9

0 3.) If the decision of the Administrator is not favorable, an  
 1 interested party may appeal directly to the Administrative Review

2 Board (formerly the Wage Appeals Board). Write to:

3

4           Administrative Review Board

5           U. S. Department of Labor

6

7           200 Constitution Avenue, N. W.

8           Washington, D. C. 20210

9

0 4.) All decisions by the Administrative Review Board are final.

1

          END OF GENERAL DECISION