

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 965147-3072-3724		PAGE 1 OF 58		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW25-03-T-0034		6. SOLICITATION ISSUE DATE 14-Mar-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JANET L HANCKS			b. TELEPHONE NUMBER (No Collect Calls) 309-794-5443		8. OFFER DUE DATE/LOCAL TIME 03:30 PM 03 Apr 2003	
9. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS CLOCK TOWER BUILDING PO BOX 2004 ROCK ISLAND IL 61204-2004 TEL: 309-794-5613 FAX: 309-794-5172		CODE DACW25	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7349 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 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SAYLORVILLE LAKE PROJECT OFC THOMAS M GUILLAUME SAYLORVILLE LAKE 5600 NW 78TH AVE JOHNSTON IA 50131 TEL: 515-276-4656 X222 FAX:		CODE DACW25	16. ADMINISTERED BY					CODE
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
SEE SCHEDULE								
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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

PERFORM CUSTODIAL SERVICES AT PRAIRIE FLOWER NORTH "A" CAMPGROUND LOCATED AT SAYLORVILLE LAKE, POLK COUNTY, IOWA FOR THE BASE PERIOD OF APRIL 15, 2003 THRU APRIL 14, 2004, AND OPTION PERIOD I OF APRIL 15, 2004 THRU SEPTEMBER 30, 2004 IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK AS FOLLOWS:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD - PERFORM CUSTODIAL SERVICES FOR PRAIRIE FLOWER NORTH "A" CAMPGROUND FOR 117 DAY FOR THE ACTUAL PERFORMANCE PERIOD OF APRIL 17, 2003 THRU SEPTEMBER 30, 2003.	1	Lump Sum	SUM	\$ _____.
0002 OPTION	OPTION PERIOD I - PERFORM CUSTODIAL SERVICES FOR PRAIRIE FLOWER NORTH "A" CAMPGROUND FOR 117 DAY FOR THE ACTUAL PERFORMANCE PERIOD OF APRIL 17, 2003 THRU SEPTEMBER 30, 2003.	1	Lump Sum	SUM	\$ _____.
TOTAL ITEM NO'S. 0001 AND 0002.					\$ _____.

NOTES:

CONTRACT WILL BE AWARDED ON A LUMP SUM PRICE ONLY. THIS BREAKDOWN OF UNIT PRICES IS INCLUDED FOR EVALUATION, FOR INVOICING PRICES FOR EACH SERVICE AND MAY BE USED IN DETERMINING DEDUCTIONS FOR DEFICIENCIES IN ACCORDANCE WITH THE CONTRACT CLAUSES.

THIS SOLICITATION IS AVAILABLE IN ELECTRONIC FORMAT AT THE FOLLOWING ADDRESS:
www.mvr.usace.army.mil

PLEASE COMPLETE THE FAR CLAUSE 52.212-3 "CERTIFICATIONS AND REPRESENTATIONS" AND RETURN WITH YOUR BID SCHEDULE.

THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE IS 7349 /NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE IS 56172.

POC SITE VISIT/TECHNICAL POC

Arrangements for inspecting the site may be made with Park Ranger Mr. Jeff Inks at AC 515-276-4656 Ext. 235. For technical information contact Park Ranger Mr. Jeff Inks at AC 515/276-4656 Ext. 235. Collect calls will not be accepted.

EVALUATION OF OPTIONS

- a. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
- b. The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly overstated for other work.

EXERCISE OF OPTION

The Government reserves the right to exercise this option. The Contractor will be furnished a notice of intent to exercise the option 60 days prior to beginning of the option period. Option years will be exercised only if the total contract price including all option years does not exceed \$100,000.00. If the Government exercises the option the Contractor is obligated to perform.

Data Required by the Privacy Act of 1974:

- a. Authority: P.L. 88-578, as amended.
- b. Principal Purpose: To identify bidders for Park Attendant Contracts
- c. Routine Use: To determine minimal capability to perform duties of Park Attendant, including handling of funds and dealing with the general public.
- d. Disclosure of information is voluntary.

LETTER TO PROSPECTIVE BIDDERS FOR CUSTODIAL CONTRACTS

DEAR BIDDER:

IN AN EFFORT TO HELP YOU BETTER UNDERSTAND OUR CONTRACTING PROCESS, AND THE WORK YOU WILL BE BIDDING ON AT OUR PROJECTS, THE FOLLOWING INFORMATION IS PROVIDED:

1. THOROUGHLY READ ALL REQUIREMENTS OF THE REQUEST FOR QUOTATION YOU ARE FILLING OUT.
2. TAKE SPECIAL NOTE OF THE DEFAULTING CLAUSE SO THAT YOU ARE AWARE OF YOUR RESPONSIBILITY IN THE CASE OF DEFAULT. (FAR 52.0249-0008)
3. A SITE VISIT IS PLANNED FOR THE WORK THAT YOU WILL BE BIDDING ON. ALTHOUGH ATTENDANCE IS NOT REQUIRED AT THIS SITE VISIT MEETING, IT IS RECOMMENDED SINCE IT WILL HELP YOU IN PREPARING YOUR BID. THE SITE VISIT INFORMATION IS STATED ABOVE.
4. YOUR BID SHOULD BE BASED ON THE REQUIREMENTS OF THE JOB AND WHAT IT WILL TAKE TO SUCCESSFULLY COMPLETE THE JOB. DO NOT BASE YOUR BID ON WHAT THE CONTRACT WENT FOR THE PREVIOUS YEAR. PREVIOUS CONTRACTORS MAY OR MAY NOT HAVE MADE ANY PROFIT AND REQUIREMENTS OF THE CONTRACT MAY HAVE CHANGED.
5. BE AWARE THAT YOU MUST HAVE ALL THE EQUIPMENT NEEDED TO FULFILL REQUIREMENTS OF THE CONTRACT BEFORE THE STARTING DATE OF THE CONTRACT.

PLEASE COMPLETE THE ATTACHED EXPERIENCE DATA SHEET AND RETURN IT WITH YOUR BID. THIS WILL NOT BE USED IN EVALUATION OF THE BIDS.

IF AT ANY TIME DURING THE BIDDING PROCESS, YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE TECHNICAL ADVISOR OR THE BUYER LISTED ON THE REQUEST FOR QUOTATION.

QUOTATION NO. _____

EXPERIENCE DATA FOR SERVICE CONTRACTS

COMPLETE APPLICABLE SECTIONS

Name: Husband _____ Wife: _____

Age: Husband _____ Wife: _____

Name and Age of Children under 18: _____

Telephone Number (include area code): _____
(Telephone Number where you can be reached between November and April)

Present Occupation: Husband _____ Wife _____

Firm/Company: _____

Former Occupation (if retired): Husband _____ Wife _____

Firm/Company: _____

What kind of camper or motorhome do you have? _____
Model _____ and Year _____



THIS DATA SHEET SHOULD BE RETURNED ACCOMPANIED WITH EXPERIENCE DATA (ON SEPARATE SHEET) TO SUBSTANTIATE THE FOLLOWING:

- a. Knowledge or experience in service contract operation.
- b. Ability to deal courteously and tactfully with the public.
- c. Ability to communicate orally effectively.
- d. Ability to keep records.
- e. Three references from individuals knowledgeable on your experience (relatives excluded). Please include address and telephone number of references.

RETURN THIS DATA SHEET TO: U.S. Army Corps of Engineers, RI
 Attn: Janet L. Hancks
 Clock Tower Building
 PO Box 2004
 Rock Island, IL 61204-2004

***PARK CUSTODIAN SCOPE OF WORK SAYLORVILLE LAKE
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*PARK CUSTODIAN SCOPE OF WORK
SAYLORVILLE LAKE*

1. GENERAL WORK DESCRIPTION

1.01 Two Person Team. Park Custodian Contractor at minimum shall consist of a two person team, each possessing a valid driver's license. Both persons shall perform all specified contract services daily, including weekends and Federal holidays, except when these days fall on Contractors scheduled days off (section 13 Custodial Service Area Schedule). The term Contractor as used herein shall refer to both members of the Contractor team and all Contractor employees.

1.02 Labor and Supervision. Contractor shall provide all labor and supervision necessary to perform custodial cleaning services to public recreation area facilities and grounds. All contract services shall be personally performed by the Contractor or by qualified persons with authority to act for the Contractor, subject to approval by the Contracting Officer or his Authorized Representative (COR).

1.03 Personnel Requirements. Contractor shall be physically qualified to perform all work as specified in this contract. Such work includes but is not limited to providing services outdoors under varied and sometimes severe weather conditions, repeated bending and stooping, heavy lifting, standing and walking for long periods, reaching, pulling and climbing on step ladder. The work shall also include providing information and interacting with the public in a calm and courteous manner even under trying circumstances.

1.04 Pre-Work Training Conference. Contractor shall attend a training and orientation meeting at the Saylorville Administration Building on the dates and times specified in the Custodial Service Area Schedule (Section 13). At this meeting Contractor will be provided with a handbook listing Project information, policies and procedures and Government furnished supplies will be distributed. At or prior to this meeting the Contractor shall present to the COR:

a. Safety Plan. A safety plan that addresses all services and duties to be performed by the Contractor;

b. Contingency Plan. A contingency plan for how the Contractor will accomplish the work in the event of illness and emergencies.

1.05 Government Supplied Items. During the term of this contract the Government will furnish only the following supplies, materials, and items as listed for the performance of contract duties and services. All Government furnished chemicals and stocked supplies will be distributed once weekly (Tuesday - 12:30PM to 1:30PM) from the Maintenance Building located on the west end of Saylorville Dam.

a. Chemicals. All chemical cleaners, detergents, disinfectants, deodorizers, wasp and other over the counter pest control agents and weed control herbicides.

b. Restocked Supplies. All toilet paper, trash bag liners and light bulbs.

c. Utilities. All water, lighting, electricity and off Project trash hauling / disposal.

d. Government Provided RV Site and Storage Shed. As defined in section 2.03.

c. Equipment for Occasional Use. A power floor scrubber and a high pressure sprayer / washer, as defined in section 5.03, item d.

f. Miscellaneous Supplies. All forms for submitting required reports, gate and building keys, name tag, identifying cap, magnetic mount vehicle safety light and miscellaneous repair parts / hardware.

1.06 Contractor Supplied Items. During the term of this contract the Contractor shall furnish all of the following equipment, supplies and materials as listed and all other items as may be necessary to perform the duties and services of this contract.

- a. Labor and Supervision. All, as defined in section 1.02
- b. Self-Contained RV. As defined in section 2.
- c. Telephone and Answering Machine. A telephone and answering machine or other approved message recording service / device at their RV Site and pay all connection and monthly service charges.
- d. Suitable Vehicle(s) and Fuel. Contractor shall furnish suitable vehicle(s) and fuel for personal transportation, work area use, pick up and delivery of supplies and transport of refuse from trash cans to bulk storage dumpsters. All vehicles shall be properly licensed and maintained in a safe, clean condition. Relief Custodians will be required to drive from their RV Site to daily work site as often as required to perform the specified services and should consider fuel for vehicle operation in bid calculations. Distances from Relief Custodian's RV Site to daily work sites can be found in Section 13.
- e. Supplies. All paper towels, sponges, rags, scratch pads, and/or other wiping, polishing, drying and scraping cloths / materials.
- f. Equipment. All equipment such as, but not limited to, brooms, mops, buckets, wringer, brushes, water hoses, nozzles, stepladders, lawn and garden rakes, shovel, plunger, dust pan, squeegee, hand tools and lock for storage shed.

1.07 Monthly Meeting. During the contract term, Contractor shall attend (at minimum) monthly safety / information meetings at times and locations as determined by the COR. Contractor will not be required to attend meetings scheduled on Contractors regularly scheduled day off. Purpose of these meetings will be to present a short safety program and to discuss Project policies, procedures and information relevant to the Contractor's operation.

2. TEMPORARY LIVING QUARTERS

2.01 Contractor Supplied Recreational Vehicle (RV). Contractor shall provide a well maintained and fully operable self-contained travel trailer, motor home or fifth wheel RV to serve as temporary living quarters for the duration of the work period. The RV must be of sufficient size and contain appropriate facilities to be lived in without external connection to electrical, water or sewer hookups.

2.02 Determination of Acceptable RV. Pickup campers, pop-up trailers, buses, tents and mobile homes will not be acceptable. Other RVs that, upon inspection, don't meet the self-contained classification or general size and other requirements as described, will not be acceptable. The Park Manager will make the final determination as to acceptance of Contractor's RV.

2.03 Government Provided RV Site. A designated RV site will be provided by the Government at no cost to the Contractor. The site will be supplied with 110 volt electrical service, potable water, sewer hook-up, picnic table, fire ring, garden plot and a wooden yard type storage shed. Contractor shall supply a padlock for the storage shed and be responsible for providing all labor and materials for making connection to Government supplied utilities. The Government assumes no responsibility nor liability for losses resulting from any interruption or outage of utility services, regardless of duration of outage. Contractor shall place RV on site at least one day but no more than three days prior to start of contract work period; and shall remove the RV along with all personal property no later than three days after end of work period; unless prior approval for variation is obtained from the COR.

2.04 Residency Requirement. The physical presence of a person who can contact authorities is often a strong deterrent to vandalism and rowdy behavior. For this reason, Park Custodians are required to Live on Site. Contractor shall use their RV as a regular domicile and shall live on site for the duration of the work period. Living on site includes consuming meals, sleeping and otherwise spending a minimum of 18 hours daily within

the contract area. On weekends and Federal holidays, absences from contract area shall be limited to a maximum of 3 hours. Live On Site requirements do not apply to Contractors scheduled days off.

2.05 Special Requirements for Living on Government Property.

a. Site Appearance. Temporary living site shall be maintained in a clean, sanitary, orderly and uncluttered condition at all times.

b. Animals. Cages, pens or similar facilities for housing pets or raising animals will not be allowed. Contractor's pets shall be confined to the RV or kept on a leash 6 feet or less in length.

c. Firearms. Contractors shall not carry or possess firearms in their RV or anywhere on Government property.

d. Prohibited Activities. Contractor shall not be awarded more than one service contract at any time during this contract period; nor be engaged in any commercial activities on Government property; nor be involved in other activities including childcare and outside employment that conflicts or interferes with the performance of this contract.

e. Operation of Contractor Vehicles. Contractor shall comply with all provisions of Title 36 Code of Federal Regulations pertaining to Corps of Engineers areas. Contractors will not be allowed to operate any motor vehicle (including mopeds, ATVs and utility vehicles) off road, around gates or barricades, on sidewalks, on trails or driving the wrong way on a one way street while performing services under this contract; unless prior written approval is obtained from the COR.

f. Visitors. Contractors are allowed to have visitors stay with them in the Contractors RV. However, visitors with their own RV will be required to stay at a regular campsite and pay the normal camping fee. At no time will any visitor be allowed to connect to utilities provided for the use of the Contractor.

3. PERSONAL APPEARANCE AND CONDUCT

3.01 Professional Image. Contractors shall at all times promote a positive, professional image of themselves and the Corps of Engineers. At no time shall Contractors through their personal appearance, actions or demeanor discredit the Government.

3.02 Enforcement of Regulations. Surveillance of recreation areas and assisting visitors who encounter problems at any time of the day or night are an important part of the Park Custodian's job. However, enforcement of Federal Regulations is the responsibility of the Corps of Engineers personnel and not part of the duties or responsibilities of this contract.

3.03 Violators. Contractors shall not attempt to apprehend violators or enforce regulations; nor argue with or directly accuse a member of the public of wrong doing; nor commit Corps employees to any type of action.

3.04 Prescribed Dress. Contractor shall remain fully clothed while performing Park Custodian duties and shall be appropriately dressed and well groomed at all times when within public view. Required dress when performing contract duties shall include shirt or blouse, long pants or slacks and shoes (shorts, swim wear and open footwear are not allowed). Contractor shall also wear an identifying cap and name tag supplied by the Government.

3.05 Cooperation. Contractor shall at all times cooperate fully with and maintain a courteous, polite and respectful manner with all members of the public, other contractors, volunteers, and Government employees.

3.06 Prohibited Conduct. Contractors shall not consume nor be under the influence of alcohol, drugs or medications (except with doctor prescription) during on-duty hours; nor conduct themselves at any time in a manner unbecoming their position or as so to bring discredit to themselves or the Corps of Engineers.

4. REPORTING REQUIREMENTS.

4.01 Disturbances. Contractors shall immediately report all emergency situations, accidents, vandalism, public disturbances and violations of Title 36 CFR to Corps Rangers or local law enforcement personnel; regardless of the time of day or night.

4.02 Damage, Repairs and Maintenance. Contractors shall report all malfunctions of utilities, damaged facilities or fixtures, vandalism, and general area maintenance and repair needs on the same day as discovered; by contacting the Corps Administration Office and submitting a written Work Order Form to the appropriate Corps employee.

4.03 Lost and Found Articles. Contractor shall report to the COR all information concerning either lost or found property on forms provided by the Government. Found property shall be safeguarded by the Contractor and promptly turned in to an authorized Corps employee.

4.04 Off Project Trash Hauling and Disposal. Contractor shall maintain a written record on forms provided by the Government of the servicing of the contract area bulk storage trash dumpsters (the off Project trash hauling and disposal which is provided by others). Contractor will be provided with a schedule of required service dates and times for the trash hauling and disposal service, and shall submit / provide such records for review as directed by the COR. Contractor shall immediately notify the COR any time a scheduled service is not performed so that corrective action may be taken.

5. CUSTODIAL CLEANING SERVICES

Contractor shall perform all Custodial Cleaning Services to the standards and in the manner and methods described herein. All services shall be performed in a complete, thorough and first class manner. Upon completion of each service, all facilities, fixtures and surfaces shall be left in a clean condition, as defined in Section 5.02.

5.01 Required to Perform Services. The requirement to perform cleaning services shall apply to all parts of buildings, facilities and recreation area grounds covered under this contract. The omission of methods or standards for the cleaning of any parts of facilities or contract area shall not relieve the Contractor from the requirement to perform services to those areas or facilities.

5.02 Methods and Definitions.

a. Clean. Cleaning shall consist of the removal of all sand, mud, dirt, dust, litter, trash, insects, webs, nests, scale, mold, mildew, streaks, spots, stains, soap film, mineral deposits, and all other types of debris or foreign particulate matter. Cleaning shall be accomplished by sweeping, mopping, scrubbing, scraping, wiping, rinsing, hosing, polishing, and drying as appropriate and required by contract standards and / or directed by the COR.

b. Disinfect. Disinfecting shall consist of the application of a combination disinfectant, cleaner, mildewstat, deodorizer solution to inhibit the growth of mold and mildew, kill bacterial organisms and clean. Disinfecting shall be accomplished by mopping, scrubbing, spraying or wiping as appropriate and required by contract standards and / or directed by the COR.

c. Litter. Litter pickup services shall consist of the removal of all man made and natural debris that detracts from the appearance of the area, presents a health or safety hazard, or creates a maintenance problem. Litter shall include but is not limited to all cans, bottles, broken glass, paper, plastic foil, cigarette butts, discarded food, dead fish and other animals, fecal material, rocks, limbs, leaves and driftwood.

d. Refuse. Refuse pickup services shall consist of the collection of all discarded solid waste materials from all trash cans, facilities, or other areas, transporting it to and properly placing it in an area bulk storage dumpster. Refuse shall include all discarded solid waste materials regardless of source or whether properly or improperly disposed.

5.03 Special Requirements for Performing Cleaning Services.

a. Convenience to Public. Contractor shall perform all work in such a manner as so to minimize the inconvenience to the public. All facilities shall remain open to the public during the cleaning process unless prior approval for their closure has been obtained in writing from the COR.

b. Proper and Safe use of Equipment and Chemicals.

Contractor shall use all equipment, disinfectants, detergents, and other chemical agents in a safe manner and in accordance with all manufactures instructions and / or as directed by the COR. Contractor shall take extreme care while performing cleaning services to insure that corrosive or abrasive chemicals do not mar, discolor, remove or harm the finish in any way on any facility or fixture. Contractor may be liable for damages to private or Government property caused by their operations when not consistent with approved practices.

c. Securing Utility Rooms, Equipment and Supplies. Contractor shall keep all equipment and supplies secure at all times and safeguard the public by insuring that only the Contractor has access to storage areas and utility rooms. Except when in actual use while servicing buildings, utility / storage rooms shall be kept locked. All supplies in utility rooms shall be stored on shelf units provided by the Government and maintained in an orderly and uncluttered manner. No supplies shall be stored on the floors or on water heaters.

d. Government Supplied Equipment. A power floor scrubber and a high pressure sprayer / washer supplied by the Government shall be provided to the Contractor upon request (if available) for occasional use to perform cleaning services. Contractor may be required to use this equipment to perform cleaning services as deemed necessary and directed by the COR.

e. Reasonable Cleaning Effort. Contractor shall advise the COR of any stains or markings that can not be removed by reasonable cleaning efforts.

f. Water, Wood and Electricity. Water shall not be sprayed on nor allowed to run into electrical fixtures such as outlets, lights and hand dryers. Interior wood surfaces such as ceilings, wood portions of side walls and window sills also shall not be hose sprayed. Exterior wood trim, eaves and facing shall be cleaned using the minimum water necessary. High pressure sprayer / washer shall not be used on these surfaces unless so directed by the COR.

g. Landfill Restricted Items and Recycling Programs. Contractor shall not place any items whose disposal in landfills is restricted, in any of the public trash cans or dumpster units. A disposal container for hazardous items such as tires, batteries, paint cans, etc. shall be located at the Project Maintenance Compound or other suitable location. Contractor shall dispose of hazardous items weekly during cleaning supply pickup day (Tuesday) or as needed. Non-hazardous restricted items such as leaves, limbs, rocks, and other yard debris shall be disposed of at sites designated in each area, as needed. Contractor shall participate in all recycling programs instituted by the Government during the contract term and shall maintain recycling areas / containers in a safe and clean condition and as directed by the COR.

h. Moving Picnic Tables. Contractor will not be required to remove picnic tables from shelters to perform cleaning duties; although it may, at times be necessary for the Contractor to move individual tables to perform required services. Contractor shall report missing or displaced tables (Reporting Requirements, section 4.02) and assist Corps employees with relocating such tables as occasionally requested.

i. Variance in Number of Miscellaneous Facilities. The location and number of trash cans, picnic sites, tables, grills and area of service may increase or decrease by as much as five percent during the contract term without additional compensation or deduction to the Contractor.

j. Opening / Closing Area Gates and Buildings. Contractor shall daily open and close area entrance gates and comfort stations at the times listed for each Day Use Area (not campgrounds) as listed in section 13; and at other times as may be necessary to protect the public from hazards or facilities from damage, and as directed by the COR.

k. Scheduled Primary Cleaning Services. Primary cleaning services and the frequency they are to be performed are listed for each type of facility cleaned and service performed (sections 6 and 7). Contractor shall daily begin performing Primary Cleaning Services no later than 6AM and complete them by 12 Noon. Exception: Primary cleaning services for all **buildings and shelters** shall be completed by **10 AM**.

l. Secondary Cleaning Services. Secondary cleaning services shall be performed on all buildings and shelters. Secondary services shall be performed from 3PM to 6PM daily. Secondary cleaning services shall consist of inspecting buildings and shelters for malfunctions and correcting or reporting them as needed; wiping all fixtures, seats, benches and tables clean and dry; restocking toilet tissue, flushing soiled toilets and urinals; removing excess water and debris from floor and cleaning any unsanitary conditions.

m. Additional Unscheduled Services. Any unsanitary or unsafe condition reported to the Contractor by the public, other Contractors or Corps employees between 6AM and 10PM shall be cleaned, disinfected or corrected to contract standards. Contractor shall perform unscheduled services without additional compensation.

n. Facility List By Contract Area.

Buildings and facilities as described in sections 6 and 7 are not found in all contract areas. For a listing of the actual facilities to be serviced under this contract, refer to section 13, Custodial Service Area Schedule, Facility List.

6. REQUIRED CLEANING SERVICES FOR ALL BUILDINGS.

Contractor shall perform the following services as described and to the standards required and defined in section 5 and elsewhere in this contract, and/or as deemed necessary and required by the COR.

The public use of areas and facilities will vary greatly from day to day and at different times throughout the contract period. The requirement to Clean Daily (or as scheduled) shall not necessarily require the Contractor to perform cleaning duties on all parts of facilities each time services are performed but rather shall require that upon completion of Primary Cleaning all parts of all facilities shall meet the standard of clean as defined in section 5.02 item a.

The requirement to Disinfect Daily (or as scheduled) shall require the Contractor to perform that service on all facilities / fixtures as scheduled and as defined in section 5.02 item b., regardless of the appearance of clean. Contractor shall at times also be required to perform disinfecting duties on parts of facilities that normally will not require such service, in order to clean and disinfect unsanitary conditions.

6.01 Shower Buildings and Comfort Stations.

a. Frequency. Perform daily primary cleaning items as listed, 6AM to 10AM.

b. Clean and Disinfect Daily. All sinks, faucets, counters, mirrors, hand dryers, handrails, door handles/plates, toilets, seats, urinals, tissue holders and shower stalls (all parts). Polish and dry all fixtures daily. All floors shall be daily cleaned and disinfected by scrubbing with a disinfectant solution and floor brush suitable for use on quarry tile and hose rinsed. Mopping shall not be considered an acceptable means for cleaning and disinfecting quarry tile floors. Excess water on floors shall be removed by mop, broom, or squeegee.

c. Service Daily. Restock toilet tissue by filling all tissue holders. Empty all trash cans upon completion of building cleaning and replace plastic liners. Clean and disinfect trash cans as needed.

d. Clean Daily; Disinfect at Minimum twice a week (Monday and Friday). All interior tile walls, and all toilet stall partitions and doors. Dry all surfaces upon completion of cleaning.

e. Clean Daily. All light fixtures / covers, doors / jams, utility supply rooms, vents, windows, ceilings, exterior walls, eaves, entryways and sidewalks. Contractor shall disassemble, clean and disinfect building vents on occasion as needed and / or as deemed necessary and required by the COR.

f. Daily Perform Secondary Cleaning. 3PM to 6PM as defined in section 5.03 item 1.

6.02 Reserved.

6.03 Reserved.

6.04 Campground Shelters. (open sided, contain an average of 6 tables, and 1 group grill.)

a. Frequency. Perform primary cleaning as listed Friday through Monday, Federal Holidays, and the day before and after holidays.

On Scheduled Service Days:

b. Clean Daily; Disinfect at Minimum Once a week (Friday). All picnic tables in and adjacent to shelters and floors. Excess water on floor shall be removed by mop, broom or squeegee. Picnic tables shall be wiped dry.

c. Clean Daily. All ceilings, sidewalks, light fixtures and outlets.

d. Clean at Minimum Once a Week (Monday). All group grills by removing and properly disposing of ashes, litter and all debris. Grills and shall normally be cleaned without the use of water.

e. Service Daily. Empty all trash cans upon completion of shelter cleaning and replace plastic liners. Clean and disinfect trash cans as needed. Remove all hanging objects (balloons, streamers, signs, tape, banners, etc.).

f. Perform Secondary Cleaning. From 6AM to 10AM on all days primary cleaning is not performed and daily from 3PM to 6PM, as defined in section 5.03, item 1.

6.05 Reserved.

6.06 Reserved.

7. REQUIRED CLEANING SERVICE FOR ALL AREA GROUNDS AND MISCELLANEOUS FACILITIES.

Contractor shall perform the following services as described and to the standards required and defined in section 5 and elsewhere in this contract and / or as deemed necessary and required by the COR.

The public use of areas and facilities will vary greatly from day to day and at different times throughout the contract period. The requirement to Clean Daily (or as scheduled) shall not necessarily require the Contractor to perform cleaning duties on all parts of facilities each time services are performed but rather shall require that upon completion of Primary Cleaning all parts of all facilities shall meet the standard of clean as defined in section 5.02 item a.

The requirement to Disinfect Daily (or as scheduled) shall require the Contractor to perform that service on all facilities / fixtures as scheduled and as defined in section 5.02 item b., regardless of the appearance of clean. Contractor shall at times also be required to perform disinfecting duties on parts of facilities that normally will not require such service, in order to clean and disinfect unsanitary conditions.

7.01 Litter Pickup.

a. Frequency. Perform daily primary litter pickup services as listed, 6AM to 12 Noon.

b. Service Daily. All grounds areas and all facilities within the contract area. Boundary for litter pickup service shall extend 25 feet beyond all mowed edges and / or facility edges. Service area and facilities shall include all buildings, playgrounds, ball fields, boat ramps, boatways, campsites, picnic sites, tables, fountains, grills, trails, sidewalks, roads, parking lots, road shoulders, curbing, drains, mowed areas and ornamental shrub beds.

7.02 Refuse Pickup. The collection of refuse from the bulk storage dumpsters and its transport to a solid waste disposal site is performed by others and is not part of the services provided under this contract.

a. Frequency. Perform daily primary refuse pickup services as listed, 6AM to 12 Noon.

b. Service Daily. All grounds areas, facilities, and trash cans within the contract area. Upon completion of service, all trash cans will be empty, clean, disinfected as needed, fitted with a new plastic liner as needed, trash can properly placed on holder with lid in place, and lids to bulk storage dumpsters properly closed. Contractor shall haul all refuse to the contract area bulk storage dumpsters in such a manner so that no refuse or effluent will be lost. Vehicles used to transport refuse shall be kept clean and odor free. Open end of trash liners shall be tied closed prior to disposal in the area dumpster.

c. Service Twice Daily. Trash / carp cans located along the outlet channel fishing access in Bob Shetler Area shall be fitted with double plastic liners and serviced twice daily (Primary 6AM to 12 Noon and Secondary 3PM to 6PM.)

7.03 Drinking Fountains.

a. Frequency. Perform daily primary cleaning as listed, 6AM to 12 Noon.

b. Clean and Disinfect Daily. All parts of all fountains.

7.04 Campsites, Picnic Sites, Tables, Grills, and Electrical Boxes.

a. Frequency. Perform daily primary cleaning as listed, 6AM to 12 Noon.

b. Inspect and Clean Daily as Available; Disinfect as Needed. Contractor normally will not be required to service occupied campsites, picnic sites, tables, grills or electrical boxes. Picnic tables shall be scrubbed clean, disinfected, rinsed and dried at a minimum of once annually as directed by the COR. Grills shall normally be cleaned without the use of water. Litter and food residue shall be removed daily. All ashes shall be removed and placed in area dumpsters at a minimum of once weekly (Wednesday). Contractor shall take proper care to insure that no hot coals or ashes are placed in area dumpsters.

7.05 Playgrounds, Ballfields, Horseshoe Pits, and Sand Volleyball Courts.

a. Frequency. Perform daily primary cleaning items as listed, 6AM to 12 Noon.

b. Inspect and Clean Daily. All facilities, all parts.

Sand and pea gravel portion of facilities shall be raked at minimum once weekly (Tuesday); to more evenly distribute the material, reduce compaction and cover heavily used areas. Contractor shall complete and submit a weekly (Tuesday) safety inspection form supplied by the Government.

7.06 Trailer Dump Stations.

a. Frequency. Perform daily primary cleaning as listed, 6AM to 12 Noon.

b. Clean and Disinfect Daily. Entire concrete slab drain area, drain cover, hoses, faucets, and water towers.

c. Daily Perform Secondary Cleaning. 3PM to 6PM as defined in section 5.03, item 1.

7.07 Reserved.

8. MINOR MAINTENANCE SERVICES.

Contractor shall perform minor maintenance services on Contract area facilities, structures and grounds as needed and / or deemed necessary and directed by the COR. Such activities will include only those the Contractor could be expected to accomplish in a reasonable amount of time using typical hand tools and equipment. Examples of such activities includes but is not limited to the following:

- a. Clogged Drains. Unclog floor drains, showers, fountains, urinals, and toilets.
- b. Utilities. Check electrical breakers and test / reset them; turn water or electricity on / off if needed.
- c. Out of Order. Post out-of-order signs on buildings or individual facilities and lock / unlock.
- d. Stall Doors. Unlock vacant locked stall doors.
- e. Tissue Holders. Replace damaged toilet tissue holders.
- f. Weeding. Maintain play areas, sidewalks, paved areas, mulched ornamental plantings, and Contractor RV site weed free by using herbicide provided by Government and removing debris.
- g. Pest Control. Inspect all facilities for wasps and other pests and apply insecticides or other control agents provided by the Government as needed or directed and according to label instructions.
- h. Signs. Inspect and clean as needed, tighten bolts, straighten posts, and replace damaged signs (not posts).
- i. Barricades. Set up and remove portable road barricades to mark hazards, close campsites, areas or facilities.
- j. Sweeping. Removal of rocks, broken glass and other debris from sidewalks, parking lots, roadways and intersections.
- k. Reporting. All major maintenance or repair needs and / or minor maintenance beyond the ability of the Contractor to immediately resolve shall be reported on the same day as discovered by contacting the Corps Administration Office and submitting a written Work Order Form to the appropriate Corps employee. Contractor shall also maintain written records of all such minor maintenance activities they complete on Work Order Forms.

9. RESERVED

10. CONTRACTOR NONPERFORMANCE.

Any service under this contract not performed in compliance with the contract requirements shall be performed again by the Contractor within two hours of notification of noncompliance; without additional cost to the Government. If the Contractor fails to perform the services within two hours and take corrective action to insure future contract compliance or the Government is unable to contact the Contractor within a reasonable time period, the Government will have the right to have the services performed and charge to the Contractor all costs related to the performance of those services.

11. TERMINATION OF CONTRACT

Failure of the Contractor to conduct him/herself in an appropriate manner or to provide the items and services listed in the contract specifications will be grounds for termination of this contract. Examples of Contractor actions which may result in contract termination include, but are not limited to:

- a. Repeated failure to provide cleaning services as required.
- b. Consuming alcohol, drugs, or being intoxicated while on duty.

- c. Theft of private property, Government property or supplies.
- d. Repeated instances of discourtesy, harassment, or giving false information to the public or Corps personnel.
- e. Repeated documented complaints pertaining to Contractors conduct, actions or attitude.
- f. Lack of cooperation or failure to implement policies and programs as directed.

12. PAYMENT PROCEDURES.

12.01 Monthly Invoice. The Contractor shall submit a monthly invoice to the Saylorville Lake Administration Office, 5600 NW 78th Avenue, Johnston, Iowa 50131 for the work completed during the billing period. Payment will be made from the finance and accounting office for the Rock Island District in accordance with contract provisions and the Prompt Payment Act. The Contractor shall include on the invoice, a total of labor hours worked under this contract which will be used for a Contractor Man Hour Accident Exposure Report. A sample invoice will be provided to the contractor at the orientation meeting.

12.02 Closing of Areas. Major storm damage, floods, high lake pool level, other natural causes, major construction activities or National Security may result in the partial or total closure of contract recreation areas at times. During such times it may be necessary for the Government to suspend the Contractors operations on part or all of a contract area and suspend payment or renegotiate the contract bid price.

13. ANNUAL SCHEDULES

Version Dated Oct, 2001

2003 SAYLORVILLE LAKE RECREATION SEASON

CAMPGROUNDS*

DATES

CHERRY GLEN	28 MAR - 2 NOV
BOB SHETLER	1 MAY - 30 SEP
ACORN VALLEY	1 MAY - 30 SEP
PRAIRIE FLOWER	1 MAY - 30 SEP

* Open to campers 24 hrs daily, closed to visitors from 10PM-6AM.

* Open 8AM - first day of season, close 3PM - last day of season.

DAY USE AREAS*

DATES

HOURS

COTTONWOOD PICNIC	29 MAR - 31 OCT	DAILY 6AM-10PM**
CHERRY GLEN PICNIC	29 MAR - 31 OCT	DAILY 6AM-10PM**
SANDPIPER PICNIC & BEACH	1 MAY - 30 SEP	DAILY 6AM-10PM
WALNUT RIDGE PICNIC	1 MAY - 30 SEP	DAILY 6AM-10PM
BOB SHETLER PICNIC	1 MAY - 30 SEP	DAILY 6AM-10PM
OAK GROVE PICNIC & BEACH	17 MAY - 7 SEP	DAILY 6AM-10PM
BOB SHETLER FISHING ACCESS	OPEN ALL YEAR	OPEN 24 HOURS
ACORN VALLEY FISHING ACCESS	SEASONAL***	OPEN 24 HOURS
LAKEVIEW PICNIC SHELTER	SEASONAL***	DAILY 6AM-10PM

* Day Use Area gates and buildings are open/closed and locked daily at times indicated; areas close at 6PM on last day of season.

** Cottonwood and Cherry Glen Picnic Areas open at 7AM & close at SUNSET during the months of April and October.

*** Area closed when snow/ice covered - no winter road maintenance.

BOAT RAMPS

DATES

HOURS

LAKEVIEW BOAT RAMPS	SEASONAL***	OPEN 24 HOURS
CHERRY GLEN BOAT RAMPS	SEASONAL***	OPEN 24 HOURS
SANDPIPER BOAT RAMP	SEASONAL***	OPEN 24 HOURS

*** Area closed when snow/ice covered - No winter road maintenance.

VISITOR CENTER BUILDING*

DATES

HOURS

JANUARY - MAY	SAT 10AM-5PM SUN 12PM-5PM
MEMORIAL DAY - LABOR DAY DAILY	10AM-6PM
SEPTEMBER - OCTOBER	SAT 10AM-5PM SUN 12PM-5PM
NOVEMBER - DECEMBER	CLOSED

**CUSTODIAL SERVICE AREA SCHEDULE
SAYLORVILLE LAKE 2003**

CONTRACT AREA:* PRAIRIE FLOWER NORTH CAMPGROUND "A" AREA

CONTRACT PERIOD: 27 APRIL - 30 SEPTEMBER 2003

PRE-WORK TRAINING CONFERENCE: 9:00 AM - 4:00 PM; 27 & 28 APR 2003

Contractor will be paid only for the actual days worked during the contract period, as listed in the contract duty schedule.

CONTRACT DUTY SCHEDULE:		FACILITY LIST:	
27 APR - 2 MAY	6	SHOWER BUILDINGS	3
6 MAY - 14 MAY		9 CAMPSITES**	113
19 MAY - 3 JUN	16	CAMPGROUND SHELTERS***	11
8 JUN - 18 JUN	11	PLAYGROUNDS	1
23 JUN - 29 JUN	7	SAND VOLLEYBALL CTS.	1
4 JUL - 14 JUL	11	TRASH CANS	9
19 JUL - 29 JUL	11	DRINKING FOUNTAINS	14
3 AUG - 17 AUG		15	
22 AUG - 28 AUG	7		
3 SEP - 8 SEP	6		
13 SEP - 30 SEP	18		
TOTAL DAYS WORKED	117		

RELIEF SCHEDULE:	
3 MAY - 5 MAY	3
15 MAY - 18 MAY	4
4 JUN - 7 JUN	4
19 JUN - 22 JUN	4
30 JUN - 3 JUL	4
15 JUL - 18 JUL	4
30 JUL - 2 AUG	4
18 AUG - 21 AUG	4
29 AUG - 2 SEP	5
9 SEP - 12 SEP	4
TOTAL DAYS OFF	40

* Prairie Flower North Campground except for Shower Building #6.

* Roadway of Prairie Flower North to fee booth parking area.

** A campsite typically includes 1 table and 1 grill.

*** Campground shelters contain an average of 6 picnic tables.

2003 ROTATION SCHEDULE: PRAIRIE FLOWER CAMPGROUND RELIEF CUSTODIAN

Prairie Flower North Campground "A" Area (PFA): Prairie Flower North Campground except for Shower Building #6

Prairie Flower Campground "B" Area (PFB): Prairie Flower South Campground Aster Loop and Blazingstar Loop and Prairie Flower North Campground Shower Building # 6

Prairie Flower South Campground "C" Area (PFC): Prairie Flower South Campground Coneflower Loop and Dogbane Loop

AREA	DATE	AREA	DATE
PFA	03 MAY - 05 MAY	PFA	15 JUL - 18 JUL
PFB	06 MAY - 08 MAY	PFC	19 JUL - 22 JUL
PFC	09 MAY - 11 MAY	PFB	23 JUL - 26 JUL
OFF	12 MAY - 14 MAY	OFF	27 JUL - 29 JUL
PFA	15 MAY - 18 MAY	PFA	30 JUL - 02 AUG
PFB	19 MAY - 22 MAY	PFC	03 AUG - 06 AUG
PFC	23 MAY - 26 MAY	PFB	07 AUG - 10 AUG
OFF	27 MAY - 30 MAY	OFF	11 AUG - 14 AUG
PFB	31 MAY - 03 JUN	PFC	15 AUG - 17 AUG
PFA	04 JUN - 07 JUN	PFA	18 AUG - 21 AUG
PFC	08 JUN - 10 JUN	PFB	22 AUG - 25 AUG
OFF	11 JUN - 14 JUN	OFF	26 AUG - 28 AUG
PFB	15 JUN - 18 JUN	PFA	29 AUG - 02 SEP
PFA	19 JUN - 22 JUN	PFC	03 SEP - 05 SEP
PFC	23 JUN - 26 JUN	PFB	06 SEP - 08 SEP
OFF	27 JUN - 29 JUN	PFA	09 SEP - 12 SEP
PFA	30 JUN - 03 JUL	PFC	13 SEP - 15 SEP
PFB	04 JUL - 07 JUL		
PFC	08 JUL - 10 JUL		
OFF	11 JUL - 14 JUL		

2004 SAYLORVILLE LAKE RECREATION SEASON

CAMPGROUNDS*

DATES

CHERRY GLEN	1 APR - 31 OCT
BOB SHETLER	30 APR - 30 SEP
ACORN VALLEY	30 APR - 30 SEP
PRAIRIE FLOWER	30 APR - 30 SEP

- * Open to campers 24 hrs daily, closed to visitors from 10PM-6AM.
- * Open 8AM - first day of season, close 3PM - last day of season.

DAY USE AREAS*

DATES

HOURS

COTTONWOOD PICNIC	1 APR - 31 OCT	DAILY 6AM-10PM**
CHERRY GLEN PICNIC	1 APR - 31 OCT	DAILY 6AM-10PM**
SANDPIPER PICNIC & BEACH	1 MAY - 30 SEP	DAILY 6AM-10PM
WALNUT RIDGE PICNIC	1 MAY - 30 SEP	DAILY 6AM-10PM
BOB SHETLER PICNIC	1 MAY - 30 SEP	DAILY 6AM-10PM
OAK GROVE PICNIC & BEACH	22 MAY - 12 SEP	DAILY 6AM-10PM
BOB SHETLER FISHING ACCESS	OPEN ALL YEAR	OPEN 24 HOURS
ACORN VALLEY FISHING ACCESS	SEASONAL***	OPEN 24 HOURS
LAKEVIEW PICNIC SHELTER	SEASONAL***	DAILY 6AM-10PM

* Day Use Area gates and buildings are open/closed and locked daily at times indicated; areas close at 6PM on last day of season.

** Cottonwood and Cherry Glen Picnic Areas open at 7AM & close at SUNSET during the months of April and October.

*** Area closed when snow/ice covered - no winter road maintenance.

BOAT RAMPS

DATES

HOURS

LAKEVIEW BOAT RAMPS	SEASONAL***	OPEN 24 HOURS
CHERRY GLEN BOAT RAMPS	SEASONAL***	OPEN 24 HOURS
SANDPIPER BOAT RAMP	SEASONAL***	OPEN 24 HOURS

*** Area closed when snow/ice covered - No winter road maintenance.

VISITOR CENTER BUILDING*

DATES

HOURS

JANUARY - MAY	SAT 10AM-5PM SUN 12PM-5PM
MEMORIAL DAY - LABOR DAY DAILY	10AM-6PM
SEPTEMBER - OCTOBER	SAT 10AM-5PM SUN 12PM-5PM
NOVEMBER - DECEMBER	CLOSED

VISITOR CENTER GROUNDS

DATES

HOURS

JANUARY - DECEMBER	OPEN 24 HOURS
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* Visitor Center schedule is approximate, please phone 276-0433 or 964-0672 for current listing of open hours and interpretive programs

CUSTODIAL SERVICE AREA SCHEDULE
SAYLORVILLE LAKE 2004

CONTRACT AREA:* PRAIRIE FLOWER NORTH CAMPGROUND "A" AREA

CONTRACT PERIOD: 26 APRIL - 30 SEPTEMBER 2004

PRE-WORK TRAINING CONFERENCE: 9:00 AM - 4:00 PM; 26 & 27 APR 2004

Contractor will be paid only for the actual days worked during the contract period, as listed in the contract duty schedule.

CONTRACT DUTY SCHEDULE:	FACILITY LIST:	
24 APR - 12 MAY	19	SHOWER BUILDINGS 3
17 MAY - 28 MAY	12	CAMPSITES** 113
2 JUN - 16 JUN	15	CAMPGROUND SHELTERS***11
21 JUN - 27 JUN	7	PLAYGROUNDS 1
2 JUL - 12 JUL	11	SAND VOLLEYBALL CTS. 1
17 JUL - 27 JUL	11	TRASH CANS 9
1 AUG - 15 AUG	15	DRINKING FOUNTAINS 14
20 AUG - 26 AUG	7	
1 SEP - 6 SEP	6	
11 SEP - 30 SEP	20	
TOTAL DAYS WORKED	123	

RELIEF SCHEDULE:

13 MAY - 16 MAY	4
29 MAY - 1 JUN	4
15 JUN - 20 JUN	4
28 JUN - 1 JUL	4
13 JUL - 16 JUL	4
28 JUL - 31 JUL	4
16 AUG - 19 AUG	4
27 AUG - 31 AUG	5
7 SEP - 10 SEP	4
TOTAL DAYS OFF	37

* Prairie Flower North Campground except for Shower Building #6

* Roadway of Prairie Flower North to fee booth parking area.

** A campsite typically includes 1 table and 1 grill.

*** Campground shelters contain an average of 6 picnic tables.

2004 ROTATION SCHEDULE: PRAIRIE FLOWER CAMPGROUND RELIEF CUSTODIAN

Prairie Flower North Campground "A" Area (PFA): Prairie Flower North Campground except for Shower Building #6

Prairie Flower Campground "B" Area (PFB): Prairie Flower South Campground Aster Loop and Blazingstar Loop and Prairie Flower North Campground Shower Building # 6

Prairie Flower South Campground "C" Area (PFC): Prairie Flower South Campground Coneflower Loop and Dogbane Loop

<u>AREA</u>	<u>DATE</u>	<u>AREA</u>	<u>DATE</u>
PFB	04 MAY - 06 MAY	PFC	01 AUG - 04 AUG
PFC	07 MAY - 09 MAY	PFB	05 AUG - 08 AUG
OFF	10 MAY - 12 MAY	OFF	09 AUG - 12 AUG
PFA	13 MAY - 16 MAY	PFC	13 AUG - 15 AUG
PFB	17 MAY - 20 MAY	PFA	16 AUG - 19 AUG
PFC	21 MAY - 24 MAY	PFB	20 AUG - 23 AUG
OFF	25 MAY - 28 MAY	OFF	24 AUG - 26 AUG
PFA	29 MAY - 01 JUN	PFA	27 AUG - 31 AUG
PFB	02 JUN - 05 JUN	PFB	01 SEP - 03 SEP
PFC	06 JUN - 08 JUN	PFC	04 SEP - 06 SEP
OFF	09 JUN - 12 JUN	PFA	07 SEP - 10 SEP
PFB	13 JUN - 16 JUN	PFB	11 SEP - 14 SEP
PFA	17 JUN - 20 JUN	PFC	15 SEP - 17 SEP
PFC	21 JUN - 24 JUN		
OFF	25 JUN - 27 JUN		
PFA	28 JUN - 01 JUL		
PFB	02 JUL - 05 JUL		
PFC	06 JUL - 08 JUL		
OFF	09 JUL - 12 JUL		
PFA	13 JUL - 16 JUL		
PFC	17 JUL - 20 JUL		
PFB	21 JUL - 24 JUL		
OFF	25 JUL - 27 JUL		
PFA	28 JUL - 31 JUL		

<p>STANDARD FORM 98 Rev. Feb. 1973 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS</p>	<p>NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE <i>(See Instructions on Reverse)</i></p>	<p>1. NOTICE NO. MOU C2501024</p>			
<p>MAIL TO:</p> <div style="border: 1px solid black; width: 100%; height: 100%; margin: 10px 0;"></div> <p style="text-align: center;">Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210</p>		2. Estimated solicitation date (use numerals)			
		Month 11	Day 15	Year 02	
		3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)			
		Month 11	Day 30	Year 02	
		4. Date contract performance to begin (use Numerals)			
		Month 03	Day 01	Year 03	
5. PLACE(S) OF PERFORMANCE Prairie Flower "A", Polk County, Iowa		6. SERVICES TO BE PERFORMED (describe) Custodial services			
7. INFORMATION ABOUT PERFORMANCE					
<p>A. <input checked="" type="checkbox"/> Services now performed by a Contractor</p> <p>B. <input type="checkbox"/> Services now performed by Federal Employees</p> <p>C. <input type="checkbox"/> Services not presently being Performed</p>					
8. IF BOX A IN ITEM 7 IS MARKED. COMPLETE ITEM 8 AS APPLICABLE.					
a. Name and address of incumbent contractor		b. Number(s) of any wage determination(s) in incumbent's contract			
Jack Routson		94-2205			
c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). <i>Important: Attach copies of current applicable collective bargaining agreements</i>		<p style="text-align: center;">RESPONSE TO NOTICE <i>(by Department of Labor)</i></p> <p>A. <input checked="" type="checkbox"/> The attached wage determination(s) Listed below apply to procurement. 94-2205(19) _____</p> <p>B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.</p> <p>C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (<i>see attached explanation</i>).</p> <p>D. <input type="checkbox"/> Notice returned for additional information (<i>see attached explanation</i>)</p>			
9. OFFICIAL SUBMITTING NOTICE					
SIGNED:		DATE			
TYPED OR PRINT NAME AIMEE D. VERMEULEN		TELEPHONE NO. (309) 794-5311			
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.					

Office of Counsel
U.S. Army Engineer District, Rock Island
Clock Tower Building, P.O. Box 2004
Rock Island, Illinois 61204-2004



SIGNED:

(U.S. Army Corps of Engineers)

(Date)

<p>If employed by this agency and subject to the provisions of 5 U.S.C. §5341, these service employees would be paid hourly rates as indicated above. In addition, they would receive fringe benefits including health and life insurance, retirement, sick Leave, paid holidays and paid vacations. The cost to the Rock Island District of these fringe benefits would be the equivalent of an addition to the hourly rate of 22%</p>		

WAGE DETERMINATION NO: 94-2205 REV (19) AREA: IA,DES MOINES

WAGE DETERMINATION NO: **94-2205** REV (19) AREA: IA,DES MOINES
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2205
 William W.Gross Division of | Revision No.: 19
 Director Wage Determinations| Date Of Last Revision: 05/28/2002

State: Iowa

Area: Iowa Counties of Adair, Appanoose, Audubon, Boone, Calhoun, Carroll, Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas, Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren, Wayne, Webster, Winnebago, Worth, Wright

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.88
Accounting Clerk II	10.70
Accounting Clerk III	12.49
Accounting Clerk IV	14.87
Court Reporter	11.85
Dispatcher, Motor Vehicle	13.63
Document Preparation Clerk	10.75
Duplicating Machine Operator	10.75
Film/Tape Librarian	9.20
General Clerk I	7.88
General Clerk II	8.87
General Clerk III	9.71
General Clerk IV	10.89
Housing Referral Assistant	16.67
Key Entry Operator I	16.14
Key Entry Operator II	10.20
Messenger (Courier)	8.73
Order Clerk I	10.20
Order Clerk II	12.43
Personnel Assistant (Employment) I	9.89
Personnel Assistant (Employment) II	11.11
Personnel Assistant (Employment) III	12.44
Personnel Assistant (Employment) IV	15.93
Production Control Clerk	14.51
Rental Clerk	9.20
Scheduler, Maintenance	11.63
Secretary I	11.63
Secretary II	13.01
Secretary III	16.67
Secretary IV	20.51
Secretary V	22.11
Service Order Dispatcher	12.17
Stenographer I	11.60
Stenographer II	13.13
Supply Technician	19.96
Survey Worker (Interviewer)	11.85
Switchboard Operator-Receptionist	10.61

Test Examiner	13.01
Test Proctor	13.01
Travel Clerk I	9.47
Travel Clerk II	10.06
Travel Clerk III	10.68
Word Processor I	9.29
Word Processor II	10.84
Word Processor III	12.12
Automatic Data Processing Occupations	
Computer Data Librarian	8.94
Computer Operator I	8.35
Computer Operator II	11.68
Computer Operator III	13.52
Computer Operator IV	16.29
Computer Operator V	16.56
Computer Programmer I (1)	13.25
Computer Programmer II (1)	15.29
Computer Programmer III (1)	17.93
Computer Programmer IV (1)	21.70
Computer Systems Analyst I (1)	21.89
Computer Systems Analyst II (1)	26.30
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.77
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.14
Automotive Glass Installer	15.00
Automotive Worker	15.00
Electrician, Automotive	15.56
Mobile Equipment Servicer	13.79
Motor Equipment Metal Mechanic	16.80
Motor Equipment Metal Worker	15.00
Motor Vehicle Mechanic	15.14
Motor Vehicle Mechanic Helper	13.21
Motor Vehicle Upholstery Worker	14.39
Motor Vehicle Wrecker	15.00
Painter, Automotive	15.56
Radiator Repair Specialist	15.00
Tire Repairer	13.32
Transmission Repair Specialist	16.80
Food Preparation and Service Occupations	
Baker	10.59
Cook I	8.84
Cook II	9.59
Dishwasher	7.44
Food Service Worker	8.03
Meat Cutter	10.14
Waiter/Waitress	7.01
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.57
Furniture Handler	13.43
Furniture Refinisher	15.57
Furniture Refinisher Helper	13.21
Furniture Repairer, Minor	14.39
Upholsterer	15.90
General Services and Support Occupations	
Cleaner, Vehicles	8.73
Elevator Operator	8.73
Gardener	10.75
House Keeping Aid I	7.90
House Keeping Aid II	7.90
Janitor	8.73
Laborer, Grounds Maintenance	9.27
Maid or Houseman	8.18
Pest Controller	10.14
Refuse Collector	8.73
Tractor Operator	10.21
Window Cleaner	9.35

Health Occupations		
Dental Assistant	12.91	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		11.55
Licensed Practical Nurse I	10.02	
Licensed Practical Nurse II	11.24	
Licensed Practical Nurse III	12.57	
Medical Assistant	12.20	
Medical Laboratory Technician		12.93
Medical Record Clerk	11.24	
Medical Record Technician		13.54
Nursing Assistant I	8.42	
Nursing Assistant II	9.47	
Nursing Assistant III	10.33	
Nursing Assistant IV	11.58	
Pharmacy Technician	12.19	
Phlebotomist	11.24	
Registered Nurse I	15.53	
Registered Nurse II	19.00	
Registered Nurse II, Specialist	19.00	
Registered Nurse III	22.99	
Registered Nurse III, Anesthetist	22.99	
Registered Nurse IV	27.54	
Information and Arts Occupations		
Audiovisual Librarian	18.17	
Exhibits Specialist I	15.72	
Exhibits Specialist II	19.86	
Exhibits Specialist III	23.64	
Illustrator I	15.29	
Illustrator II	19.32	
Illustrator III	23.25	
Librarian	17.50	
Library Technician	10.57	
Photographer I	12.19	
Photographer II	15.32	
Photographer III	18.42	
Photographer IV	21.20	
Photographer V	25.64	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.06	
Counter Attendant	7.06	
Dry Cleaner	8.15	
Finisher, Flatwork, Machine		7.06
Presser, Hand	7.06	
Presser, Machine, Drycleaning		7.60
Presser, Machine, Shirts	7.06	
Presser, Machine, Wearing Apparel, Laundry		7.06
Sewing Machine Operator		8.66
Tailor	10.53	
Washer, Machine	7.65	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		15.57
Tool and Die Maker	18.02	
Material Handling and Packing Occupations		
Forklift Operator	13.30	
Fuel Distribution System Operator		15.86
Material Coordinator	13.76	
Material Expediter	13.76	
Material Handling Laborer	11.20	
Order Filler	11.42	
Production Line Worker (Food Processing)		12.28
Shipping Packer	12.24	
Shipping/Receiving Clerk	10.81	
Stock Clerk (Shelf Stocker; Store Worker II)		12.30
Store Worker I	10.59	
Tools and Parts Attendant	12.51	
Warehouse Specialist	12.28	
Mechanics and Maintenance and Repair Occupations		

Aircraft Mechanic	18.10	
Aircraft Mechanic Helper	13.73	
Aircraft Quality Control Inspector	17.70	
Aircraft Servicer	14.96	
Aircraft Worker	15.59	
Appliance Mechanic	17.91	
Bicycle Repairer	13.32	
Cable Splicer	18.66	
Carpenter, Maintenance	15.57	
Carpet Layer	15.50	
Electrician, Maintenance	17.28	
Electronics Technician, Maintenance I	15.93	
Electronics Technician, Maintenance II	16.55	
Electronics Technician, Maintenance III	17.17	
Fabric Worker	14.39	
Fire Alarm System Mechanic	16.80	
Fire Extinguisher Repairer	13.79	
Fuel Distribution System Mechanic	18.37	
General Maintenance Worker	14.95	
Heating, Refrigeration and Air Conditioning Mechanic		16.85
Heavy Equipment Mechanic	18.28	
Heavy Equipment Operator	17.72	
Instrument Mechanic	16.80	
Laborer	10.97	
Locksmith	15.57	
Machinery Maintenance Mechanic		16.51
Machinist, Maintenance	16.51	
Maintenance Trades Helper	13.21	
Millwright	16.18	
Office Appliance Repairer	15.90	
Painter, Aircraft	15.57	
Painter, Maintenance	16.54	
Pipefitter, Maintenance	20.92	
Plumber, Maintenance	17.91	
Pneudraulic Systems Mechanic	16.80	
Rigger	16.80	
Scale Mechanic	15.00	
Sheet-Metal Worker, Maintenance	18.43	
Small Engine Mechanic	14.98	
Telecommunication Mechanic I	16.44	
Telecommunication Mechanic II	17.07	
Telephone Lineman	16.80	
Welder, Combination, Maintenance		16.18
Well Driller	16.80	
Woodcraft Worker	16.80	
Woodworker	14.11	
Miscellaneous Occupations		
Animal Caretaker	7.34	
Carnival Equipment Operator		8.88
Carnival Equipment Repairer		9.35
Carnival Worker	7.59	
Cashier	7.79	
Desk Clerk	9.55	
Embalmer	15.82	
Lifeguard	9.42	
Mortician	19.99	
Park Attendant (Aide)	11.84	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.86
Recreation Specialist	13.24	
Recycling Worker	10.29	
Sales Clerk	11.26	
School Crossing Guard (Crosswalk Attendant)		7.59
Sport Official	9.42	
Survey Party Chief (Chief of Party)		21.30
Surveying Aide	11.41	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		16.11
Swimming Pool Operator	11.64	

Vending Machine Attendant	10.37	
Vending Machine Repairer	11.74	
Vending Machine Repairer Helper	10.37	
Personal Needs Occupations		
Child Care Attendant	9.55	
Child Care Center Clerk	11.91	
Chore Aid	8.18	
Homemaker	17.51	
Plant and System Operation Occupations		
Boiler Tender	19.56	
Sewage Plant Operator	15.90	
Stationary Engineer	19.56	
Ventilation Equipment Tender	13.21	
Water Treatment Plant Operator	15.69	
Protective Service Occupations		
Alarm Monitor	13.65	
Corrections Officer	18.36	
Court Security Officer	15.34	
Detention Officer	18.36	
Firefighter	15.34	
Guard I	8.21	
Guard II	13.85	
Police Officer	18.94	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	15.00	
Hatch Tender	15.00	
Line Handler	15.00	
Stevedore I	13.91	
Stevedore II	15.12	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.21	
Air Traffic Control Specialist, Station (2)	19.46	
Air Traffic Control Specialist, Terminal (2)	21.43	
Archeological Technician I	15.27	
Archeological Technician II	16.61	
Archeological Technician III	21.15	
Cartographic Technician	19.82	
Civil Engineering Technician	18.59	
Computer Based Training (CBT) Specialist/ Instructor		19.88
Drafter I	12.11	
Drafter II	13.60	
Drafter III	17.09	
Drafter IV	21.15	
Engineering Technician I	12.77	
Engineering Technician II	14.33	
Engineering Technician III	18.01	
Engineering Technician IV	22.30	
Engineering Technician V	27.25	
Engineering Technician VI	32.97	
Environmental Technician	18.54	
Flight Simulator/Instructor (Pilot)	22.37	
Graphic Artist	18.64	
Instructor	20.08	
Laboratory Technician	16.69	
Mathematical Technician	21.16	
Paralegal/Legal Assistant I	11.93	
Paralegal/Legal Assistant II	18.29	
Paralegal/Legal Assistant III	22.38	
Paralegal/Legal Assistant IV	27.08	
Photooptics Technician	18.96	
Technical Writer	20.91	
Unexploded (UXO) Safety Escort		17.93
Unexploded (UXO) Sweep Personnel		17.93
Unexploded Ordnance (UXO) Technician I		17.93
Unexploded Ordnance (UXO) Technician II		21.70
Unexploded Ordnance (UXO) Technician III		26.01
Weather Observer, Combined Upper Air and Surface Programs (3)		14.58

Weather Observer, Senior (3)	17.56
Weather Observer, Upper Air (3)	14.58
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.70
Parking and Lot Attendant	7.38
Shuttle Bus Driver	11.11
Taxi Driver	9.92
Truckdriver, Heavy Truck	16.87
Truckdriver, Light Truck	11.11
Truckdriver, Medium Truck	11.58
Truckdriver, Tractor-Trailer	16.87

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

(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:

See attached Schedule B and the Scope of Work (Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are Evaluated along with the Option Peroids. (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

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

(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 (JUL 2002)
ALTERNATE I (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 or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN:-----

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract 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:

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

(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 --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, 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" 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":

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (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

Listed Countries of Origin

(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.

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

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

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

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (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 (MAY 2002) ALTERNATE I (FEB 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

(Contracting Officer shall check as appropriate.)

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

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

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

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

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

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

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

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

(d) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, 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. 2012(a));

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

(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)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 YEARS.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

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

(End of clause)

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

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

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

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

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

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

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

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

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

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

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

www.acq.osd.mil/db/dfars/htmlr2002030/tochtml.htm for the DFARS clauses and
www.arnet.gov/far/loadmainre.html for the FAR clauses.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

 X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, 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 (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.243-7001 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.