

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFS 700)	RATING	PAGE OF PAGES 1 of 42
2. CONTRACT NO.	3. SOLICITATION NO. <b>DACW61-01-R-0047</b>	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED <b>19 SEP 2001</b>	6. REQUISITION/PURCHASE NO. <b>W25PHS-1200-8925</b>
7. ISSUED BY <b>CONTRACTING DIVISION WANAMAKER BUILDING, 100 PENN SQUARE EAST PHILADELPHIA, PA 19107-3390</b>		CODE DACW61	8. ADDRESS OFFER TO (If other than Item 7) CODE <b>SEE ITEM 7</b>	

**SOLICITATION**

9. Sealed Offers in original and \_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (hour) \_\_\_\_\_ (date)

CAUTION – LATE Submissions, Modifications and Withdrawals: Section Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>ELIZABETH Y. GOETZ</b>	B. TELEPHONE (include area code) (NO COLLECT CALLS) <b>(215) 656-6924</b>	C. E-MAIL ADDRESS <b>ELIZABETH.Y.GOETZ@USACE.ARMY.MIL</b>
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGES
<b>PART I – THE SCHEDULE</b>				<b>PART II – CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV – REPRESENTATIVES AND INSTRUCTIONS</b>			
	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8_)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (type or print)
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA		28. AWARD DATE
	(Signature of Contracting Officer)		

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B - SERVICES AND PRICES**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE PER MONTH	ANNUAL AMOUNT
0001	BASE YEAR	12	Months	_____	_____

FFP - Janitorial Services Contract, Chesapeake City Project Office and C&D Canal Museum, Chesapeake, Maryland, for the Base Year (from 1-NOV-2001 through 31-OCT-2002)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE PER MONTH	ANNUAL AMOUNT
0002	OPTION YEAR 1	12	Months	_____	_____

FFP - Janitorial Services Contract, Chesapeake City Project Office and C&D Canal Museum, Chesapeake, Maryland, for the First Option Year (1-NOV-2002 through 31-OCT-2003)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE PER MONTH	ANNUAL AMOUNT
0003	OPTION YEAR 2	12	Months	_____	_____

FFP - Janitorial Services Contract, Chesapeake City Project Office and C&D Canal Museum, Chesapeake, Maryland, for the Second Option Year (1-NOV-2003 through 31-OCT-2004)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE PER MONTH	ANNUAL AMOUNT
0004	OPTION YEAR 3	12	Months	_____	_____

FFP - Janitorial Services Contract, Chesapeake City Project Office and C&D Canal Museum, Chesapeake, Maryland, for the Third Option Year (1-NOV-2004 through 31-OCT-2005)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	PRICE PER MONTH	ANNUAL AMOUNT
0005	OPTION YEAR 4	12	Months	_____	_____

FFP - Janitorial Services Contract, Chesapeake City Project Office and C&D Canal Museum, Chesapeake, Maryland, for the Fourth Option Year (1-NOV-2005 through 31-OCT-2006)

## SECTION C – DESCRIPTIONS AND SPECIFICATIONS

### DESCRIPTION/SPECS/WORK STATEMENT JANITORIAL SERVICES CHESAPEAKE CITY PROJECT OFFICE AND C&D CANAL MUSEUM

#### OVERVIEW

The Government is issuing a Request for Proposals (“RFP”) with the intention of entering into a contract for janitorial services to be performed at the U.S. Army Corps of Engineers Chesapeake City Project Office and C&D Canal Museum, Cecil County, Maryland. The facilities to be serviced under the contract are more thoroughly described in Exhibit B. In order to be considered, proposals must be composed of two separate parts: a cost proposal and a separate technical proposal.

It is highly recommended that prospective contractors participate in the pre-bid site visit to be conducted by Mr. Joseph Brennan, who can be reached at (410) 885-5621.

#### CONTRACT PERIOD

The contract will be awarded for a base contract year starting on 1-November-2001 and ending on October 31, 2002 (both dates inclusive). Prospective Contractors will also be required to include price proposals for four (4) additional option years, each option year to be separately exercisable by the Government, as follows:

<u>Option Year</u>	<u>Period of Performance</u>	<u>Final Date on Which Government may Exercise Option</u>
Option Year 1	1-November-2002 through 31-October-2003	1-September-2002
Option Year 2	1-November-2003 through 31-October-2004	1-September-2003
Option Year 3	1-November-2004 through 31-October-2005	1-September-2004
Option Year 4	1-November-2005 through 31-October-2006	1-September-2005

#### CONTRACTING OFFICER REPRESENTATIVE

The contract will be administered for the Government by the designated Contracting Officer’s Representative (referred to as the “COR”). The Contractor will be required to respond to COR concerns and

inquiries in a timely manner and to communicate with the COR on a regular basis throughout the term of the contract. The COR will schedule a "pre-performance" meeting with the selected contractor, prior to the start date of the contract, to review contract management procedures and to give the contractor a chance to raise any concerns or questions about the contract requirements. The COR will help resolve contractual problems as they arise.

## **SCOPE OF WORK**

The Contractor will furnish all personnel, equipment, and supplies, except as specified herein as Government furnished, to perform custodial services at the Chesapeake City Project Office and the C&D Canal Museum. Performance will be according to the standards indicated in the Schedule of Work attached as Exhibit A. The Contractor will maintain every part of the premises, including the outside areas, in a clean and acceptable condition. The various phases of cleaning and janitorial work will, at a minimum, be carried out at the frequencies as indicated in the attached Schedule of Work. The policing of corridors, lobbies, restrooms, servicing of restrooms with supplies, washing of windows and cleaning of Museum may be carried out at any hours between 0715 hours and 1615 hours, but interference with Government business will be avoided. Work in offices should be carried out before or after the occupants' working hours.

During periods of heavy visitor traffic in the Museum, and at times when not occupied with the cleaning and janitorial work described in Exhibit A, the onsite employee(s) shall monitor visitor traffic through the Museum.

## **ABNORMAL CLEANING**

Any situation requiring cleaning services beyond those normally encountered in routine cleaning work will be considered "abnormal cleaning." Situations requiring abnormal cleaning shall be referred to the COR prior to commencing of work. If the COR determines that the situation requires abnormal effort on the part of the Contractor, equitable reimbursement will be provided to the Contractor for the level of effort over and above that normally required. Examples of situations requiring abnormal cleaning are hurricane or fire damage or construction work. Residue resulting from required building maintenance, such as changing ceiling tiles or moving furniture, is not considered to require abnormal cleaning.

## **HOURS OF OPERATION**

The Contractor shall only perform work in the Main Office Building and the Museum between 0715 hours and 1615 hours, Monday through Saturday. The Main Office Building duty hours are 0715 hours to 1615 hours daily, Monday through Friday (excluding Federal holidays). The Museum's hours of operation are 0800 hours to 1615 hours daily, Monday through Saturday (excluding Federal holidays). Except as otherwise provided in the Statement of Work, services may be performed at any time between the hours of 0715 hours and 1615 hours. Interference with Government work is to be avoided and particularly noisy or intrusive tasks should be performed outside of normal duty hours whenever possible. The Contractor shall coordinate the work schedule for periodic tasks (weekly, monthly, semi-monthly and quarterly tasks) with the COR to avoid interference with Government business.

## **PERSONNEL**

**Supervisor:** The Contractor shall designate a project manager to be responsible for the overall management and coordination of the contract and to act as the central point of contact with the Government. This person must be capable of speaking and understanding English. The Project Manager should be available to speak to the COR during normal, working hours.

**Onsite Presence During Duty Hours:** The Contractor shall provide that at least one employee shall be onsite at all times during normal duty hours (that is to say, Monday through Saturday from 0715 hours to 1615 hours, excluding a one-hour lunch break). This person must be capable of speaking and understanding English and be available to handle cleaning situations as they arise, such as spills, dirt due to inclement weather, restocking of restroom supplies, etc.

**Additional Personnel:** The Contractor must supply additional personnel as required to accomplish the contract tasks. This may include periodically requiring two or more employees to be present at the job site. The Contractor may not hire off-duty Government employees or any other persons whose employment could result in a conflict with Standards of Conduct.

**Identification:** Each Contractor employee will wear a Contractor furnished visible identifying badge that will include, at a minimum, the person's name, the name of the Contractor and the badge number. The Contractor must furnish to the COR the name and badge number of each Contractor employee assigned to work on the job site before that person will be permitted access to the premises. Each onsite Contractor employee must be personally introduced to the COR and shall not be permitted to bring any other person(s) onsite except for those Contractor employees introduced to the COR and properly identified as described above.

**Clothing:** All personnel will be required to wear Contractor or employee provided uniform type clothing. At a minimum, Contractor's employees shall wear a uniform shirt with the name of the Contractor printed across the upper left chest area in a size easily read at a distance. Clothing selected shall be subject to the approval of the COR.

**SCA:** Contractor's employees assigned to this job will be subject to the Service Contract Act of 1956. See the clauses of the Solicitation/Contract regarding statutorily mandated wage rates and other relevant provisions.

## **CONTRACTOR FURNISHED MATERIALS**

The Contractor will furnish all equipment and materials necessary (except those to be furnished by the Government as described below) to perform the tasks specified in the contract. All equipment must have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. All electrical equipment used by the Contractor must meet all safety requirements of the contract. It will be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits. The Contractor will furnish and use commercial type beater bar vacuums for carpeted floors – residential type cleaners are not acceptable. Prior to the Contractor commencing work under the contract, the Contractor must present to the COR for approval all machines, equipment and supplies proposed to be used on the job.

## **GOVERNMENT FURNISHED MATERIALS**

The Government will supply toilet tissue, paper towels, paper cups and hand soap for bathroom and locker room areas. In addition, the Government will provide a dumpster for disposal of trash.

## **DAMAGES CAUSED BY CONTRACTOR**

Contractor shall be held accountable and liable to the Government for any damages to Government facilities, fixtures, furnishings, equipment or grounds caused by the Contractor or its employees.

## **CIRCUMSTANCES TO BE REPORTED**

The Contractor or the Contractor's employees must report: (i) circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work; (ii) unhealthy or hazardous conditions; and (iii) delays of or interference with the work caused by employees of the Government. The Contractor or the Contractor's supervisory employee will make such report immediately upon discovery to the extent possible and in any case no later than 1000 hours of the following duty day.

## **ACCIDENT PREVENTION**

In order to provide safety controls for protection to the life and health of employees and other persons, for the prevention of damage to property, materials, supplies and equipment, and to avoid work interruptions in the performance of the contract, the Contractor shall comply with all pertinent provisions of the Corps of Engineers Safety Manual EM-385-1-1 and shall take such additional measures as the COR may determine to be necessary for the purpose.

The Contractor will maintain an accurate record of, and will report to the COR in the manner and on the forms prescribed by the COR, all accidents resulting in death, traumatic injury, occupational disease and/or damage under the contract.

If the COR notifies the Contractor of any noncompliance with the foregoing provisions, the Contractor shall immediately correct the deficiencies. If the Contractor fails or refuses to comply promptly, the COR may issue an order stopping work under the contract, and payment for work performed under the contract, until satisfactory corrective action has been taken.

## **FIRE DRILLS**

The Contractor and all Contractor personnel assigned to the contract shall become familiar with all fire evacuation routes within the building and shall participate in fire drills and exercises if and when the fire alarm is activated while such personnel are present on the premises.

## **LOST AND FOUND PROPERTY**

It is the responsibility of the Contractor to ensure all articles of possible personal or monetary value found by the Contractor's employees are turned in to the Government.

## **KEY CONTROL**

In the event the Contractor is issued keys to buildings or building areas, the Contractor will establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government may be duplicated. The Contractor shall develop procedures covering key control to be included in the Contractor Quality Control Plan.

The Contractor will be required to reimburse the Government for replacement of locks or re-keying as a result of Contractor losing keys. In the even a master key is lost or duplicated, all locks and keys for that system will be replaced by the Government and the total cost will be deducted from the monthly payment due to the Contractor.

The Contractor shall report the occurrence of a lost key immediately to the COR to the extent possible and, in any event, not later than the next duty day.

It is the responsibility of the Contractor to prohibit the use of the keys issued by the Government by any persons other than the Contractor's employees. It is also the responsibility of the Contractor's employees to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

## **FEDERAL HOLIDAYS**

No work will be required on the following holidays (or on holidays observed in lieu thereof):

New Year's Day	Independence Day
Veteran's Day	Martin Luther King Jr. Day
Presidents' Day	Memorial Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas

## **CONSERVATION OF UTILITIES**

The Contractor will be directly responsible for instructing employees in utilities conservation practices. The Contractor will be responsible for operating under conditions that preclude waste of utilities, including but not limited to taking the following measures:

- Lights to be used only in areas where, and at the time, work is actually being performed;
- Workers are not to adjust mechanical equipment controls for heating, ventilation and air conditioning equipment without the approval of the COR
- Water faucets or valves will be turned off after the required usage has been accomplished

- Government telephones will not be used for personal reasons nor for any toll or long distance calls.

## **QUALITY CONTROL/ QUALITY ASSURANCE**

The Contractor will establish a complete Quality Control Program to assure the requirements of the contract are provided as specified. A copy of the Contractor's Quality Control Program shall be included in the Contractor's proposal. The Contractor's Quality Control Program will be discussed at the pre-performance conference with the COR and an updated copy shall be provided to the COR on the contract start date and as changes occur. The program should include (but not be limited to) the following:

- An inspection system covering the Contract services. It must specify the areas to be inspected on either a scheduled or unscheduled basis, and the title of the individuals who will do the inspection.
- Provide a method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- Maintenance of a file of all inspections conducted by the Contractor and the corrective actions taken. This documentation should be made available to the COR during the term of the contract.

The Government shall monitor the Contractor's performance under the Contract by conducting periodic, unannounced inspections at least once a week and by monitoring substantiated complaints by building occupants. The COR shall notify the Project Manager of incidents of unacceptable performance. If (i) the problem remains uncorrected after a reasonable period of time (usually within the same day for a daily task), or (ii) an additional complaint of a similar nature is received within a short period of time (that is to say, within a week for a daily task, within a month for a weekly task, within a calendar quarter for a monthly or semi-monthly task, or within a year for quarterly tasks), the COR shall issue a Contract Discrepancy Report ("CDR") requiring the Contractor to explain in writing why the performance was unacceptable, how performance will be returned to acceptable levels and how recurrence of the problem will be prevented.

## **PERFORMANCE EVALUATION MEETINGS**

The Project Manager shall meet with the COR weekly during the first three months of the Contract. Meetings will be scheduled as often as required thereafter as determined by the COR. If a Contract Discrepancy Report is filed, the COR must hold a meeting in which a mutual effort is made to resolve all identified problems. Written minutes shall be made of any such meeting and signed by the COR and concurred to by the Project Manager. Should the Project Manager not concur with the minutes or any portion thereof, he or she shall provide a written statement setting forth the areas in which he or she does not concur. The COR may withhold payment for unsatisfactory services resulting in a CDR. Withholding of payment shall not be deemed to waive or limit any right of the Government to act upon a default by the Contractor as provided in the contract.

## **PAYMENT**

Payment will be made by the Government to the Contractor monthly, in arrears, against proper written invoices submitted to the COR. The COR will process all invoices.

## **EXHIBIT A (TO STATEMENT OF WORK) SCHEDULE OF WORK**

### **Special Rules –**

- Routine vacuuming must be completed by 0830 hours
- Use of harsh or abrasive cleaning materials must be approved in advance by the COR. Contractor shall be held responsible for damage done by use of harsh or otherwise improper cleaning materials. Particular care should be taken to ensure that:
  - computers and other electronic equipment are cleaned ONLY with cleaners approved for use on electronic equipment
  - woodwork, metal trim, baseboards and baseboard heaters of office, as well as hand rails and posts of the porches, are cleaned with a non-abrasive cleanser
  - harsh detergents are not used to remove dirt or smudges from walls
  - NO CLEANER, SOAP OR DETERGENT is used on the Museum floor; if necessary, the museum floor can be wet mopped using only cold, clean, clear water
- All high or hard to reach areas should be dusted with a telescoping or extended handle dust mop

### **I. BASIC CLEANING SERVICES (Contractor should be prepared to perform these services at least DAILY, keeping in mind that more heavily trafficked areas will need to be serviced more frequently than heavily trafficked areas):**

- **Maintain Floors:** All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed and spray buffed as needed to ensure that they have a uniform, glossy appearance and remain free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and other moveable items (i.e., items not weighing more than approximately 60 pounds unless on wheels) shall be moved to maintain floor underneath these items. All moved items shall be returned to their original and proper position.
- **Dust:** The Contractor shall dust or clean all horizontal surfaces to eliminate dust collection. (Papers, documents and other working materials on office desks and tables should not be moved in the dusting process without prior permission of the COR or the owner of the materials.)
- **Clean Interior Glass Surfaces/Mirrors:** Maintain all interior glass, including glass in doors, partitions, walls, display cases, directory boards, picture frames, etc., free from streaks, smudges, watermarks, film or other foreign matter.
- **Remove Trash:** All waste baskets and other trash containers within the building and outside areas (including the parking lots, porches and walkways) will be emptied and returned to their original location. Boxes, cans and papers placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash receptacles shall be left clean, free of foreign matter and free of odors. All refuse, trash and garbage gathered from the premises should be placed in the Government-furnished dumpster.

- **Remove Litter from Exterior Areas/Empty Ashtrays:** The Contractor shall empty all public ashtrays. After cleaning, ashtrays should be free of ashes, odor and stains. Maintain outside areas in the immediate area building entrances, parking lots and pathways free of litter, cigarette butts, trash, leaves, animal droppings and other debris. All such debris is to be removed and deposited in the Government-furnished dumpster.
- **Clean Water Cooler/Kitchen Surfaces:** Clean and disinfect all counters and porcelain and metal surfaces, including sink and refrigerator surfaces. Empty, disinfect and replace overflow tray of water cooler as needed. Counters and metal and porcelain surfaces should be free of streaks, stains, spots, smudges, scale and other obvious soil.
- **Vacuum Carpets:** Vacuum carpeted areas and any area or throw rugs. After vacuuming, carpet area should be free of all visible dirt, debris, litter and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns and raveling shall be brought to the attention of the COR.
- **Clean Stairways:** All floor surfaces shall be cleaned as appropriate for floor covering (see "Vacuum Carpets" and "Maintain Floors" above). Grease and grime should be removed from stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance.
- **General Spot Cleaning:** Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to, removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of soil.

## **II. BASIC CLEANING OF RESTROOMS, LOCKER ROOM AND SHOWER FACILITIES**

**(Contractor should be prepared to perform these services at least DAILY as conditions require):**

- **Clean and Disinfect:** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls and other such surfaces using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals and toilets.
- **Descal Shower, Toilet Bowls and Urinals:** Descaling shall be performed monthly at a minimum and as often as necessary to keep areas free of scale, soap films and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits and rust stains.
- **Sweep and Mop Floors:** After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue or any evidence of soil, stain, film or standing water. Moveable items (weighing 60 pounds or less unless on wheels) shall be tilted or moved to sweep and damp mop underneath. Floors shall

be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean, uniform appearance.

- **Stock Restroom Supplies:** Paper towels, soap, toilet paper, sanitary napkins and paper toilet seat cover dispensers (as applicable) shall be serviced to last approximately 1- 2 days of normal use.

### III. PERIODIC CLEANING SERVICES (Minimum frequency as noted)

- **Strip, Scrub, Seal and Wax Floors:** Strip, scrub, seal and wax floors as necessary to maintain a uniform, glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up and other stains and discoloration.
- **Clean Windows – Exterior and Interior:** Periodically clean interior and exterior window surfaces. Remove window screens, clean and replace as needed. After surfaces have been cleaned, all traces of film, dirt smudges, water and other foreign matter shall be removed from frames, casings, sills and glass. (Minimum frequency - once a month except as follows: (i) exterior of second floor windows may be cleaned every other month and (ii) windows of dispatcher's office should be cleaned weekly)
- **Clean/Shampoo Carpets:** All carpets shall be cleaned in accordance with standard commercial practice. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items. Chairs, trash receptacles, and other moveable items shall be moved to clean carpets underneath, and returned to their original locations. (Minimum frequency – quarterly)
- **Maintain Metal Surfaces:** Polish all bright work and metal surfaces in Museum displays. Clean rust from steel surfaces and coat with a light oil. (Minimum frequency – weekly, except steel surfaces may be done monthly)
- **Wash Light Fixtures, Blinds:** Wash overhead light fixtures, inside and out, and thoroughly clean venetian blinds. (Minimum frequency – every two months)
- **Maintain Museum Exterior:** Pull and discard weeds growing in cracks or walls of Museum exterior. (Minimum frequency during growing season: weekly)
- **Clean Wood Paneling:** Clean and polish wood paneling so it is free of accumulated dirt and grime. (Minimum frequency: weekly)

**EXHIBIT B (TO STATEMENT OF WORK)  
DESCRIPTION OF AREAS SUBJECT TO THE CONTRACT**

**The following is general information about the facilities that are the subject of the proposed contract. As stated in the solicitation, potential contractors are urged to arrange a site visit by contacting Mr. Joe Brennan, phone (410) 885-5621, before submitting a bid.**

Chesapeake City Project Office: The Chesapeake City Project Office is a two-story building containing approximately 4400 square feet of useable space. Further details of this space are as follows: The space includes six offices, one conference room, two fax/copier rooms, a kitchen, 3 restrooms (1 upstairs, 2 downstairs, having a combined area of about 325 square feet) and a 900 square foot shower room with stone walls. The floor is carpeted throughout, with the exception of the restrooms, which have resilient vinyl flooring. Except as otherwise stated, the walls are painted wallboard. Among other facilities, this building contains the Marine Controller's Office, which has wooden wall paneling, carpeted floors and large windows (that must be kept clean to allow optimum view of marine traffic). The Marine Traffic Controller's Office is public area and inclined to be busy from 0800 hours until close of business daily. Exterior walkways and parking areas are concrete.

C&D Canal Museum: The Museum is a two-story stone building with wooden floors. It contains about 9744 useable square feet. In addition to exhibit areas, the Museum contains 4 restrooms and a handicapped restroom.

## SECTION I – CONTRACT CLAUSES

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

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

The following clauses of FAR are incorporated by reference:

52.202-1	Definitions	MAY 2001
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2001
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.232-1	Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central	MAY 1999

	Contractor Registration	
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 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.)

XX(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).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

XX (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--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

XX (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (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).

XX (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).

XX (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.)

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

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

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

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

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

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

(e) 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)

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

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the end of Option Year 4 (as such Option Year 4 may have been previously extended through exercise of this provision).

(End of clause)

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

(a) The Government may extend the term of this contract for an additional year by written notice to the Contractor given within 30 days before the end of each of the Base Year, Option Year 1, Option Year 2 and/or Option Year 3.

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

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS  
(MAY 2001)**

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

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

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**SECTION J – LIST OF ATTACHMENTS**

**Note to Contractor- The Applicable Service Wage Rates, Wage Determination 94-2097, Revisions No. 15, dated 7/12/2001, for the States of Delaware, Maryland and New Jersey, are incorporated in this solicitation and will be a part of any contract awarded as a result of this solicitation.**



**WAGE DETERMINATION NO: 94-2097 REV (15) AREA: DE,WILMINGTON**

WAGE DETERMINATION NO: **94-2097** REV (15) AREA: DE,WILMINGTON  
 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

William W.Gross	Division of	Wage Determination No.: 1994-2097
Director	Wage Determinations	Revision No.: 15
		Date Of Last Revision: 07/12/2001

States: Delaware, **Maryland**, New Jersey  
 Area: Delaware Counties of Kent, New Castle  
**Maryland** Counties of Caroline, **Cecil**, Dorchester, Kent, Talbot  
 New Jersey County of Salem

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.02
Accounting Clerk II	11.59
Accounting Clerk III	13.09
Accounting Clerk IV	15.48
Court Reporter	14.77
Dispatcher, Motor Vehicle	13.35
Document Preparation Clerk	10.99
Duplicating Machine Operator	10.99
Film/Tape Librarian	13.48
General Clerk I	8.24
General Clerk II	10.22
General Clerk III	11.34
General Clerk IV	13.85
Housing Referral Assistant	17.29
Key Entry Operator I	10.27
Key Entry Operator II	13.46
Messenger (Courier)	9.22
Order Clerk I	9.71
Order Clerk II	12.62
Personnel Assistant (Employment) I	10.99
Personnel Assistant (Employment) II	13.48
Personnel Assistant (Employment) III	14.97
Personnel Assistant (Employment) IV	16.57
Production Control Clerk	16.57
Rental Clerk	13.48

Scheduler, Maintenance	13.51
Secretary I	13.51
Secretary II	14.77
Secretary III	17.29
Secretary IV	18.18
Secretary V	20.39
Service Order Dispatcher	11.98
Stenographer I	16.28
Stenographer II	17.12
Supply Technician	18.18
Survey Worker (Interviewer)	12.84
Switchboard Operator-Receptionist	11.41
Test Examiner	14.77
Test Proctor	14.77
Travel Clerk I	9.52
Travel Clerk II	10.36
Travel Clerk III	11.20
Word Processor I	12.00
Word Processor II	13.31
Word Processor III	14.56
Automatic Data Processing Occupations	
Computer Data Librarian	11.19
Computer Operator I	14.50
Computer Operator II	15.97
Computer Operator III	19.06
Computer Operator IV	20.32
Computer Operator V	23.03
Computer Programmer I (1)	16.64
Computer Programmer II (1)	20.61
Computer Programmer III (1)	24.81
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.47
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	12.87
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.46
Automotive Glass Installer	15.27
Automotive Worker	17.44
Electrician, Automotive	18.11
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.80
Motor Equipment Metal Worker	17.44
Motor Vehicle Mechanic	18.81
Motor Vehicle Mechanic Helper	15.38
Motor Vehicle Upholstery Worker	16.74
Motor Vehicle Wrecker	17.44
Painter, Automotive	18.11
Radiator Repair Specialist	17.44
Tire Repairer	13.58
Transmission Repair Specialist	18.80
Food Preparation and Service Occupations	
Baker	11.66
Cook I	10.73
Cook II	11.66
Dishwasher	8.83
Food Service Worker	8.83

Meat Cutter	13.41
Waiter/Waitress	9.39
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	19.04
Furniture Handler	15.27
Furniture Refinisher	19.04
Furniture Refinisher Helper	16.02
Furniture Repairer, Minor	17.53
Upholsterer	19.04
General Services and Support Occupations	
Cleaner, Vehicles	9.60
Elevator Operator	10.15
Gardener	11.21
House Keeping Aid I	9.48
House Keeping Aid II	10.15
Janitor	10.15
Laborer, Grounds Maintenance	10.80
Maid or Houseman	9.48
Pest Controller	11.20
Refuse Collector	10.15
Tractor Operator	11.83
Window Cleaner	10.80
Health Occupations	
Dental Assistant	12.07
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.39
Licensed Practical Nurse I	10.27
Licensed Practical Nurse II	11.53
Licensed Practical Nurse III	12.90
Medical Assistant	10.55
Medical Laboratory Technician	10.55
Medical Record Clerk	10.55
Medical Record Technician	13.89
Nursing Assistant I	8.37
Nursing Assistant II	9.42
Nursing Assistant III	9.84
Nursing Assistant IV	10.51
Pharmacy Technician	12.50
Phlebotomist	10.55
Registered Nurse I	15.97
Registered Nurse II	19.55
Registered Nurse II, Specialist	19.55
Registered Nurse III	23.64
Registered Nurse III, Anesthetist	23.64
Registered Nurse IV	28.35
Information and Arts Occupations	
Audiovisual Librarian	17.80
Exhibits Specialist I	15.87
Exhibits Specialist II	19.79
Exhibits Specialist III	22.46
Illustrator I	15.87
Illustrator II	19.79
Illustrator III	22.46
Librarian	21.52
Library Technician	12.84
Photographer I	13.77
Photographer II	16.49
Photographer III	20.57

Photographer IV	22.97
Photographer V	29.00
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.83
Counter Attendant	6.83
Dry Cleaner	8.34
Finisher, Flatwork, Machine	6.83
Presser, Hand	6.83
Presser, Machine, Drycleaning	6.83
Presser, Machine, Shirts	6.83
Presser, Machine, Wearing Apparel, Laundry	6.83
Sewing Machine Operator	9.00
Tailor	9.64
Washer, Machine	7.32
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.04
Tool and Die Maker	22.08
Material Handling and Packing Occupations	
Forklift Operator	14.81
Fuel Distribution System Operator	15.00
Material Coordinator	19.08
Material Expediter	19.08
Material Handling Laborer	12.52
Order Filler	12.31
Production Line Worker (Food Processing)	16.11
Shipping Packer	13.27
Shipping/Receiving Clerk	13.27
Stock Clerk (Shelf Stocker; Store Worker II)	14.84
Store Worker I	11.18
Tools and Parts Attendant	16.02
Warehouse Specialist	16.11
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.82
Aircraft Mechanic Helper	16.02
Aircraft Quality Control Inspector	21.90
Aircraft Servicer	17.53
Aircraft Worker	18.30
Appliance Mechanic	19.04
Bicycle Repairer	16.17
Cable Splicer	21.40
Carpenter, Maintenance	19.04
Carpet Layer	18.30
Electrician, Maintenance	20.89
Electronics Technician, Maintenance I	13.57
Electronics Technician, Maintenance II	21.07
Electronics Technician, Maintenance III	22.62
Fabric Worker	17.53
Fire Alarm System Mechanic	19.82
Fire Extinguisher Repairer	16.94
Fuel Distribution System Mechanic	19.82
General Maintenance Worker	18.30
Heating, Refrigeration and Air Conditioning Mechanic	22.68
Heavy Equipment Mechanic	19.82
Heavy Equipment Operator	19.82
Instrument Mechanic	19.82
Laborer	13.55
Locksmith	19.04

Machinery Maintenance Mechanic	18.45
Machinist, Maintenance	19.20
Maintenance Trades Helper	16.02
Millwright	22.97
Office Appliance Repairer	19.04
Painter, Aircraft	19.04
Painter, Maintenance	19.04
Pipefitter, Maintenance	24.74
Plumber, Maintenance	21.90
Pneudraulic Systems Mechanic	19.82
Rigger	19.82
Scale Mechanic	18.30
Sheet-Metal Worker, Maintenance	19.82
Small Engine Mechanic	18.30
Telecommunication Mechanic I	19.82
Telecommunication Mechanic II	20.54
Telephone Lineman	19.82
Welder, Combination, Maintenance	19.82
Well Driller	19.82
Woodcraft Worker	19.82
Woodworker	17.53
Miscellaneous Occupations	
Animal Caretaker	10.01
Carnival Equipment Operator	9.85
Carnival Equipment Repairer	10.73
Carnival Worker	8.83
Cashier	9.62
Desk Clerk	11.78
Embalmer	19.55
Lifeguard	10.49
Mortician	19.55
Park Attendant (Aide)	13.24
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.49
Recreation Specialist	16.33
Recycling Worker	11.83
Sales Clerk	10.49
School Crossing Guard (Crosswalk Attendant)	8.83
Sport Official	10.49
Survey Party Chief (Chief of Party)	14.88
Surveying Aide	9.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.53
Swimming Pool Operator	11.13
Vending Machine Attendant	10.29
Vending Machine Repairer	11.13
Vending Machine Repairer Helper	10.29
Personal Needs Occupations	
Child Care Attendant	11.78
Child Care Center Clerk	14.69
Chore Aid	8.24
Homemaker	16.33
Plant and System Operation Occupations	
Boiler Tender	19.82
Sewage Plant Operator	19.04
Stationary Engineer	19.82
Ventilation Equipment Tender	16.02
Water Treatment Plant Operator	19.04
Protective Service Occupations	

Alarm Monitor	12.55
Corrections Officer	17.83
Court Security Officer	18.45
Detention Officer	18.45
Firefighter	18.45
Guard I	8.53
Guard II	13.71
Police Officer	19.16
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.40
Hatch Tender	18.40
Line Handler	18.40
Stevedore I	17.63
Stevedore II	18.89
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.78
Air Traffic Control Specialist, Station (2)	19.15
Air Traffic Control Specialist, Terminal (2)	21.09
Archeological Technician I	14.27
Archeological Technician II	16.00
Archeological Technician III	19.79
Cartographic Technician	22.76
Civil Engineering Technician	19.79
Computer Based Training (CBT) Specialist/ Instructor	24.47
Drafter I	11.25
Drafter II	15.12
Drafter III	16.50
Drafter IV	23.77
Engineering Technician I	14.79
Engineering Technician II	16.59
Engineering Technician III	20.46
Engineering Technician IV	24.91
Engineering Technician V	30.31
Engineering Technician VI	32.38
Environmental Technician	17.67
Flight Simulator/Instructor (Pilot)	26.20
Graphic Artist	21.28
Instructor	20.84
Laboratory Technician	16.57
Mathematical Technician	20.38
Paralegal/Legal Assistant I	15.09
Paralegal/Legal Assistant II	19.79
Paralegal/Legal Assistant III	24.19
Paralegal/Legal Assistant IV	29.31
Photooptics Technician	18.41
Technical Writer	22.54
Unexploded (UXO) Safety Escort	17.65
Unexploded (UXO) Sweep Personnel	17.65
Unexploded Ordnance (UXO) Technician I	17.65
Unexploded Ordnance (UXO) Technician II	21.36
Unexploded Ordnance (UXO) Technician III	25.60
Weather Observer, Combined Upper Air and Surface Programs (3)	15.00
Weather Observer, Senior (3)	18.45
Weather Observer, Upper Air (3)	15.00
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.97
Parking and Lot Attendant	12.29

Shuttle Bus Driver	9.73
Taxi Driver	10.56
Truckdriver, Heavy Truck	17.57
Truckdriver, Light Truck	14.97
Truckdriver, Medium Truck	16.86
Truckdriver, Tractor-Trailer	17.88

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work

at the same Federal facility. (Reg. 29 CFR 4.173)

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

communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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.

OCCUPATION NOTES:

Window Cleaner: The rate for the Window Cleaner occupation does not apply to Salem County, New Jersey.

\*\* 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.

&&&&&&&&&&



**SECTION K – REPRESENTATIONS, CERTIFICATES AND OTHER STATEMENTS OF OFFERORS**

CLAUSES INCORPORATED BY FULL TEXT

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, state, or local) 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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) 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 public (Federal, state, or local) 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

(E) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2001)**

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

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

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

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

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

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

Over 1,000  Over \$17 million

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products

Line Item No.:-----

(List as necessary)

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

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

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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

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

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

(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)

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

The offeror represents that --

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

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

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

(End of provision)

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

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

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

(End of provision)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## **SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

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

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

The following Clauses are incorporated by reference:

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.215-5	Facsimile Proposals	OCT 1997
52.237-1	Site Visit	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998

### **CLAUSES INCORPORATED BY FULL TEXT**

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from CENAP-CTS, USACE – Philadelphia District, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107-3390.

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

(End of provision)

## SECTION M – EVALUATION FACTORS FOR AWARD

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

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

The following Clause is incorporated by reference:

52.217-5 Evaluation Of Options JUL 1990

### EVALUATION FACTORS ESTABLISHED BY THE SELECTION PLAN:

Each Offer should consist of a Price Proposal and a separate Price Proposal. Price Proposals will be evaluated separately from technical proposals. Award will be made to the offeror whose proposal offers the best value and most advantageous to the Government. **ALTHOUGH COST IS ONE OF THE FACTORS TO BE EVALUATED, IT IS NOT AS IMPORTANT AS TECHNICAL COMPETENCE. AWARD OF A CONTRACT WILL NOT BE BASED SOLELY ON A LOWEST COST BASIS.**

Each Technical Proposal will be evaluated on the basis of the following factors, which are of equal importance:

#### **Factor 1- Technical Adequacy of Proposal**

Indicia of Technical Adequacy include –

- Cleaning supplies sufficient in amount and type and indications that care will be taken to use specialty products (such as non-abrasive cleansers, electronics only cleansers, etc) when necessary
- Detailed plan for performing all contract-required tasks
- Plan to ensure proper locking/unlocking of Museum and activation/deactivation of Museum security alarm

#### **Factor 2 – Managerial/Organizational Capability of Offeror**

Indicia of Managerial/Organization Capability include --

- Availability of experienced supervisors to respond to COR inquiries and to communicate with COR on an ongoing basis
- Detailed Quality Control/Quality Assurance plan
- Sufficient staff to maintain daily, on-site presence required
- Availability of additional staff to augment on-site employee(s) as needed for periodic large tasks

#### **Factor 3- Past Performance**

Minimally adequate past performance includes –

- Offeror has at least three years experience in providing general cleaning services
- Offeror's employees have at least two years' general cleaning experience
- Offeror has supplied at least three references attesting to the good quality of past work performed by the contractor and/or its employees