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|--|--|---|---|--|--------------------------|
| SOLICITATION, OFFER AND AWARD | | | 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. DACW61-02-R-0001 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 15 OCT 2001 | 6. REQUISITION/PURCHASE NO. W25PHS-1262-0794 | |
| 7. ISSUED BY CONTRACTING DIVISION WANAMAKER BUILDING, 100 PENN SQUARE EAST PHILADELPHIA, PA 19107-3390 | | | CODE DACW61 | 8. ADDRESS OFFER TO (If other than Item 7) CODE SEE ITEM 7 | |

SOLICITATION

9. Sealed Offers in original and two (2) 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 1600 local time 09 Nov 2001 (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 ELIZABETH Y. GOETZ | B. TELEPHONE (include area code) (NO COLLECT CALLS) (215) 656-6924 | C. E-MAIL ADDRESS ELIZABETH.Y.GO ETZ@USACE.ARMY.MIL |
|---------------------------|--------------------------------------|--|---|

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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. | DATE |
| | | | | |

| | | | |
|--|--------------------------|---|---|
| 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 (Signature of Contracting Officer) | 28. AWARD DATE |

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 | ANNUAL AMOUNT |
|---------|-------------------|----------|------|---------------|
| 0001 | BASE YEAR | 1 | YEAR | _____ |

FFP- Janitorial Services Contract, Blue Marsh Lake Recreational Facility, Leesport, Berks County, Pennsylvania, for the Base Year (1-DEC-2001 through 30-NOV-2002)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | ANNUAL AMOUNT |
|---------|-------------------|----------|------|---------------|
| 0002 | OPTION YEAR 1 | 1 | YEAR | _____ |

FFP- Janitorial Services Contract, Blue Marsh Lake Recreational Facility, Leesport, Berks County, Pennsylvania, for the First Option Year (1-DEC-2002 through 30-NOV-2003)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | ANNUAL AMOUNT |
|---------|-------------------|----------|------|---------------|
| 0003 | OPTION YEAR 2 | 1 | YEAR | _____ |

FFP- Janitorial Services Contract, Blue Marsh Lake Recreational Facility, Leesport, Berks County, Pennsylvania, for the Second Option Year (1-DEC-2003 through 30-NOV-2004)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | ANNUAL AMOUNT |
|---------|-------------------|----------|------|---------------|
| 0004 | OPTION YEAR 3 | 1 | YEAR | _____ |

FFP- Janitorial Services Contract, Blue Marsh Lake Recreational Facility, Leesport, Berks County, Pennsylvania, for the Third Option Year (1-DEC-2004 through 30-NOV-2005)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | ANNUAL AMOUNT |
|---------|-------------------|----------|------|---------------|
| 0005 | OPTION YEAR 4 | 1 | YEAR | _____ |

FFP- Janitorial Services Contract, Blue Marsh Lake Recreational Facility, Leesport, Berks County, Pennsylvania, for the Fourth Option Year (1-DEC-2005 through 30-NOV-2006)

**SECTION C – DESCRIPTIONS AND SPECIFICATIONS
DESCRIPTION/SPECS/WORK STATEMENT
JANITORIAL SERVICES
BLUE MARSH LAKE RECREATIONAL FACILITIES**

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 Blue Marsh Lake Recreational Facility located near Leesport, Berks County, Pennsylvania. Blue Marsh Lake is a beautiful natural resource and the Corps of Engineers takes great pride in providing a clean environment for public recreation. The facilities to be serviced under the contract are more thoroughly described in Exhibit B. It is highly recommended that prospective contractors participate in the pre-bid site visit to be conducted on November 1, 2001, starting at 9:00 am at the Blue Marsh Lake Ranger Station. Directions to the facility can be obtained by phoning (610) 376-6337 or by accessing the Blue Marsh website at http://www/usace/army.mil/sb/bm_guide.htm.

In order to be considered, proposals must be composed of two separate parts: a cost proposal and a technical proposal. Two copies each of the cost proposal and the technical proposal should be submitted.

CONTRACT PERIOD

The contract will be awarded for a base contract year starting on December 1, 2001 and ending on November 30, 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-December-2002 through 30-November-2003 | 1-November-2002 |
| Option Year 2 | 1-December-2003 through 30-November-2004 | 1-November-2003 |
| Option Year 3 | 1-December-2004 through 30-November-2005 | 1-November-2004 |
| Option Year 4 | 1-December-2005 through 30-November-2006 | 1-November-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 Blue Marsh Recreational Facility. 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 and within the time frames indicated in the attached Schedule of Work. Specific work schedules must be coordinated with the COR in order to avoid interference with Government business and/or public use of the recreational facilities.

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. Cleaning required as a result of maintenance of building and grounds and/or expected use of facilities (such as heavy use of facilities on weekends and holidays) will not be considered abnormal cleaning.

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.

Additional personnel shall be provided by the Contractor to perform the contractually required tasks. The Contractor may not hire off-duty Government employees or any other persons whose employment could result in a conflict with Standards of Conduct. Workers should wear clothing suitable for the weather and working conditions including, at a minimum, a short sleeved shirt, long trousers and protective work shoes or boots. Contractor employees should understand that this is a public use facility and interaction with the public will occur during the course of contract duties.

Identification: Contractor shall, by magnetic sign or permanent markings, display identification as a maintenance service on vehicles used to perform contract work. Markings should be professional in appearance and sufficient to inform members of the public that the vehicle is being used in a professional capacity (i.e., not as a member of the general public).

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 to perform the tasks specified in the contract. Necessary supplies include, without limitation: toilet paper (roll type, minimum 1,000 sheets per roll); plastic trash bags (minimum 2.0 mil thickness); sanitary napkin receptacle liners; cleanser and stainless steel polish; disinfectant with citrus fragrance; paper towels (made from recycled paper products); non-skid floor wax, strippers and sealers; wood floor conditioner/dust remover; glass cleaner; sponges, mops and dust cloths; liquid hand soap; power scrubber with disc (for cleaning restroom/shower areas with resilient surfaces); and portable electrical and water sources (for cleaning State Hill restroom).

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. 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. Please note that portable electrical and water sources must be provided by the Contractor for the servicing of the State Hill restrooms.

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 or members of the public. 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. Reports may be made to the COR or to the ranger on duty.

ACCIDENT PREVENTION

In order to provide safety controls for protection of 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.

All Contractor personnel shall be physically qualified for performing the duties for which they are assigned. At no time while on duty may employees use or be under the influence of alcohol, narcotics, intoxicants or similar mind-altering substances. Every Contractor employee operating a motor vehicle shall possess, at all times while operating such vehicle on government property or in the performance of duties under the contract, a permit valid for the equipment being operated. Motor vehicles must meet the standards outlined in the Safety Manual.

Contractors are hereby put on notice that employees might be exposed to Blood Borne Pathogens in the course of their duties under the contract. It is the responsibility of the Contractor to train its employees in the proper identification, collection, handling and disposal of Blood Borne Contaminants.

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

The Contractor may be issued keys to buildings or other areas (such as a key to the User Fee Booths). The Contractor must establish and implement methods of ensuring that keys issued to the Contractor by the Government are not lost, misplaced or 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.

In no event shall any Contractor employee accept User Fees, clean or operate cash registers, or clean or empty drop vaults used to collect User Fees.

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 facility users. 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

Meetings will be scheduled by the COR as required to monitor Contractor performance. 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. Use of the Blue Marsh Facilities is seasonal - the workload is heavier during periods of heavy use (such as the Summer months) and lighter during periods of light use (such as the Winter months). Therefore, compensation under the contract will be paid according to the following schedule:

| Month | % of Annual Contract Cost to be Paid At the End of Such Month |
|--------------|--|
| December | 2% |
| January | 2% |
| February | 2% |
| March | 3% |
| April | 5% |
| May | 9% |
| June | 20% |
| July | 20% |
| August | 20% |
| September | 9% |
| October | 5% |
| November | 3% |

EXHIBIT A

I. STANDARDS OF WORK

Special Rules –

- 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:
 - Interactive computer screen and keyboard located in the Visitor Center ARE NOT CLEANED by Contractor
 - Soil marks and smudges on walls and doors are cleaned with a non-abrasive cleanser
 - Plexiglass cleaner is used on plexiglass display cases
 - All debris is bagged and properly disposed of in dumpsters provided (and NOT, for example, swept onto grass or other areas)
 - Any splatters or spills from cleaning operations should be promptly and properly cleaned up (for example, cleaning compound splattered on walls during floor stripping or waxing)

BASIC CLEANING OBJECTIVES:

- **Maintain Floors:**
 - Wood floors shall be swept, dust mopped and treated with wood conditioner/dust remover to ensure that floors remain free from dirt, debris, dust, and other foreign matter. Baseboards, corners and wall/floor edges shall also be clean and free from spider webs and other debris. 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.
 - Restroom floors should be swept, wet mopped and dry mopped as necessary. 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.
 - Terrazzo and Tile Floors shall be stripped, scrubbed, waxed (with non-skid wax) as necessary to maintain sanitary conditions and a clean, uniform appearance. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up and other stains and discoloration.
- **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.
- **Service Trash Receptacles:** All waste baskets and other trash containers (indoors and outdoors) shall, when they have odor or are at least one-half full, be emptied and returned to their original location. Trash receptacle liners shall be replaced with appropriately sized replacement liners. 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.
- **Litter Control of Grounds:** All grassy areas (within mowing limits), swimming beach, boating beaches and picnic areas are to be kept free of litter, trash, garbage and other debris. Contractor shall maintain areas in the area of building entrances, parking lots and pathways free of litter, cigarette butts, trash, leaves, animal droppings and other debris and shall clean hand rails as required. Spider webs, wasp and bee nests, bugs and similar animal debris are to be removed. All such debris is to be removed and deposited in the Government-furnished dumpster. Roads, sidewalks, parking lots and boat ramps are to be kept free of grass, gravel and stones.
- **Maintain Metal/Porcelain Surfaces:** Clean and disinfect all porcelain and metal surfaces, including sinks, drinking fountains, sanitary napkin receptacles and trash receptacles. All porcelain surfaces should be free of streaks, stains, spots, smudges, scale and other obvious soil and all metal surfaces shall be polished to a shiny finish.
- **Clean and Disinfect Restrooms:** Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, plumbing fixtures, partitions, dispensers (including unclogging of liquid soap dispensers to ensure proper functioning), doors, walls, privacy partitions, counters, baby changing stations 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 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.
- **Stock Restroom Supplies:** Sufficient quantities of paper towels, liquid soap, toilet paper, sanitary napkins and paper toilet seat cover dispensers (as applicable) shall be stocked in designated areas to last through normal use until next, scheduled servicing of area.
- **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.
- **Wash Light Fixtures:** Remove globes from all overhead light fixtures (indoor and outdoor) and thoroughly clean, inside and out.

- **Clean Picnic Areas:** Wash down surfaces of picnic tables to maintain clean and sanitary condition. Empty grills of ashes, foil and debris (at a minimum, once a week or when one-quarter full). Empty ashes from ashpits and dispose of offsite in accordance with local sanitary regulations. Sweep and water wash picnic pavilion floors as necessary, ensuring that all standing water is removed after washing is complete. Knock down and remove all spider webs, wasp and bee nests, bugs and similar animal debris.

II. SCHEDULE/FREQUENCY OF WORK

VISITOR CENTER, RANGER STATION, CONFERENCE CENTER:

TASKS:

- 1) Empty waste containers
- 2) Sweep/mop floors
- 3) Service Restrooms
- 4) Clean Kitchen and Drinking Fountains
- 5) Clean Outdoor areas around Building Entrances
- 6) Mop Basement Steps and Floor (Ranger Station only)
- 7) Clean entrance doors, display cases and dust shelves and benches (Visitors Center only)

FREQUENCY:

Ranger Station (May 15 – September 15): once a day, 7 days per week, between 10:00am and 5:00pm

Ranger Station (September 16 – May 14): once a day, 3 days per week (M,W,F), between 10:00am and 5:00pm

Conference Center: once a day, 3 days per week (M,W,F)

Visitor Center (May 1 – September 30): once a day, 7 days per week, between 4:00am and 10:00am

Visitor Center (October 1 – April 30): once a day, 3 times per week, between 4:00am and 10:00am

TASKS:

- 1) Remove scuff marks from floors and soil, smudges and other marks from walls
- 2) Mop Basement Steps and Floor (Conference Center only)
- 3) Clean spider webs and similar debris from exterior and interior of building

FREQUENCY:

Ranger Station: once monthly, between 10:00am and 5:00pm (1st Monday of each month)

Conference Center: once monthly, between 10:00am and 5:00pm (1st Monday of each month)

Visitor Center: once weekly, between 4:00am and 10:00am (Fridays)

TASKS:

- 1) Wash windows, inside and out

Frequency:

Ranger Station: once quarterly (during first week of January, April, July and October)

Conference Center: once quarterly (during first week of January, April, July and October)

Visitor Center: once weekly

TASK:

- 1) Strip, wax and seal floors.
- 2) Clean overhead light fixtures.
- 3) Scrub restroom walls, privacy screens and doors.

Frequency:

Visitor Center: every four months (during the first week of October, February and June)

OUTDOOR RECREATION AREAS

Schedule of Services:

1) 1 October through 30 April - Restroom services at the State Hill Comfort Station, sweeping of pavilion floors and cleaning of pavilion tables as needed. Litter pick up, trash collection, and sweeping of stones and gravel from road entrances and intersections throughout the State Hill Boat Ramp, Visitor Center, Stilling Basin, and Dry Brooks Boat Ramp and Dry Brooks Day Use Areas shall be performed every Friday. Cleaning of the privacy stalls and doors shall be included. All work shall be performed between 4:00am and 10:00am. No service is required at fee collection booths.

2) 1 May through 18 May - Full services (restrooms, picnic areas, trash and garbage, roads, etc.) at all areas; services shall be performed on 1 May and each Friday, Saturday, Sunday and Monday. The Bathhouse servicing, and trash and litter pick up below Parking Area "F" shall be accomplished by 8:00am and all other comfort stations, and other work shall be performed by 10:00am. No work shall commence earlier than 4:00am.

3) 19 May through 14 September - Full service at all areas to include User Fee Booths on a daily basis, seven days per week according to the schedule listed below:

(a) Sunday through Saturday - The Bathhouse servicing, and trash and litter pick up below Parking Area "F" shall be accomplished by 8:00am. All other comfort stations, areas, and other work shall be accomplished by 10:00am. No work shall commence earlier than 4:00am.

(b) Saturday, Sunday, and Holidays - A second servicing for the Bathhouse and Dry Brooks Boat Ramp Comfort Station consisting of cleaning toilets, urinals, sinks, sweeping and cleaning the floors and stocking toilet paper shall be performed as follows:

BATHHOUSE: 2:00pm to 2:30pm

DRY BROOKS BOAT RAMP COMFORT STATION: 2:30pm to 3:00pm

Holidays are Memorial Day, Independence Day and Labor Day. If Independence Day falls on a Saturday, the Friday preceding it shall also include the extra servicing. If it falls on a Sunday, the following Monday shall include the extra service.

(c) Daily servicing of Recreation User Fee Booths shall occur on Friday, Sunday and Monday. Weekly service will be performed on Friday. All work shall be performed between 4:00 a.m. and 8:00 a.m. Service will not be performed while Fee Collector is issuing permits.

4) 15 September through 29 September - Full service at all areas. Service shall be performed on Monday, Friday, and Sunday. The Bathhouse shall be serviced by 8:00am and all other stations and work between 4:00 a.m. and 10:00am.

5) 30 September and 1 October - Final full service. Clean and power scrub all restrooms, to include Bathhouse and shower area. Power scrubbing (with disc) will be done on floors with a detergent, rinsed, and damp mopped dry. High pressure cleaning will be applied to walls, stalls, and privacy screens and doors. Screens and doors shall be wiped dry so as not to streak. All mirrors and fixtures will be dried. Ceilings shall not receive spray or water. Light fixtures shall be cleaned and dried. Prior to power scrubbing the floors, all debris shall be swept out. **NOTE:** Portable electrical and water source must be provided by the contractor for the State Hill restrooms.

LITTER PICK UP AND TRASH REMOVAL, REMOTE PARKING AREAS

1) 1 October through 20 April - Pick up litter and empty trash cans by 4:00pm on the first and third Monday of the month.

2) 1 May through 30 September - Pick up litter and empty trash cans by 4:00pm on Monday and Friday of each week (except that litter at Church Road Parking Areas should be emptied DAILY by 4:00pm).

EXHIBIT B 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 should attend the Site Visit before submitting a bid.

(1) RANGER STATION (1,118 sq. ft.) – contains office space with wooden floors, restroom, concrete basement area with steps and kitchen area

(2) CONFERENCE CENTER – contains office, reception area, dining room and hallways with wood floors, kitchen area, concrete basement area with steps, and restroom

(3) VISITOR CENTER (1,095 sq. ft.) – contains display area (with plexiglass display cases and interactive computer display), restrooms and has terrazzo floors

(4) OUTDOOR RECREATION AREAS:

Dry Brooks Day Use Area:

- Bathhouse and Showers – 1632 sq. ft.
- First Aid area of Concession Building (including toilet and shower room) – 198 sq. ft.
- Three picnic area Comfort Stations (restrooms) – each station contains 448 sq. ft.
- Three picnic pavilions
- Universal Accessibility Picnic Shelter
- Two User Fee Booths
- Parking areas

Dry Brooks Boat Launch:

- Boat Ramp Comfort Station (restroom) – 256 sq. ft.
- Boat Ramp Picnic Area
- User Fee Booth

State Hill Boat Launch:

- Boat Ramp Comfort Station (restroom) – 256 sq. ft.
- Boat Ramp Picnic Area
- Auxiliary Parking Area
- User Fee Booth

State Hill Overlook

Stilling Basin

- Picnic area and annex parking lots

Remote Parking Areas:

- Rebers Bridge Parking Area
- Swiftwater Road Parking Area
- Mt. Pleasant Access and Fire Road Area (two areas)
- Church Road Parking Area (including picnic area)
- Lake Road Turnaround Area.
- Spring Creek Parking Area

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:

| | | |
|----------|---|----------|
| 2.202-1 | Definitions | MAY 2001 |
| 2.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 2.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 2.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 2.212-4 | Contract Terms and Conditions--Commercial Items | MAY 2001 |
| 2.219-6 | Notice Of Total Small Business Set-Aside | JUL 1996 |
| 2.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 2.222-3 | Convict Labor | AUG 1996 |
| 2.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 2.222-26 | Equal Opportunity | FEB 1999 |
| 2.222-35 | Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era | APR 1998 |
| 2.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 2.222-41 | Service Contract Act Of 1965, As Amended | MAY 1989 |
| 2.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | MAY 1989 |
| 2.223-5 | Pollution Prevention and Right-to-Know Information | APR 1998 |
| 2.223-6 | Drug Free Workplace | MAY 2001 |
| 2.223-10 | Waste Reduction Program | AUG 2000 |
| 2.223-14 | Toxic Chemical Release Reporting | OCT 2000 |
| 2.225-3 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program | FEB 2000 |
| 2.225-13 | Restrictions on Certain Foreign Purchases | JUL 2000 |
| 2.227-1 | Authorization and Consent | JUL 1995 |
| 2.232-1 | Payments | APR 1984 |
| 2.232-17 | Interest | JUN 1996 |
| 2.232-25 | Prompt Payment | MAY 2001 |
| 2.232-33 | Payment by Electronic Funds Transfer--Central | MAY 1999 |

| | | |
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| | Contractor Registration | |
| 2.233-3 | Protest After Award | AUG 1996 |
| 2.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 2.242-13 | Bankruptcy | JUL 1995 |
| 2.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 2.249-2 | Termination For Convenience Of The Government (Fixed-Price) | SEP 1996 |
| 2.249-8 | 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 at least 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 94-2447, Revisions No. 18, dated 05/31/2001, for the Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder and Union, are incorporated in this solicitation and will be a part of any contract awarded as a result of this solicitation.

WAGE DETERMINATION NO: 94-2447 REV (18) AREA: PA,HARRISBURG

WAGE DETERMINATION NO: 94-2447 REV (18) AREA: PA,HARRISBURG

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

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|-----------------------------|------------------------------------|--|
| William W.Gross Director | Division of Wage Determinations | Wage Determination No.: 1994-2447 Revision No.: 18 Date Of Last Revision: 05/31/2001 |
|-----------------------------|------------------------------------|--|

State: **Pennsylvania**

Area: **Pennsylvania** Counties of **Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union**

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| Administrative Support and Clerical Occupations | |
| Accounting Clerk I | 9.67 |
| Accounting Clerk II | 11.69 |
| Accounting Clerk III | 13.47 |
| Accounting Clerk IV | 15.45 |
| Court Reporter | 11.75 |
| Dispatcher, Motor Vehicle | 10.99 |
| Document Preparation Clerk | 9.81 |
| Duplicating Machine Operator | 9.75 |
| Film/Tape Librarian | 11.17 |
| General Clerk I | 7.08 |
| General Clerk II | 7.99 |
| General Clerk III | 9.91 |
| General Clerk IV | 11.12 |
| Housing Referral Assistant | 14.21 |
| Key Entry Operator I | 9.76 |
| Key Entry Operator II | 12.54 |
| Messenger (Courier) | 8.07 |
| Order Clerk I | 10.22 |
| Order Clerk II | 12.96 |
| Personnel Assistant (Employment) I | 9.09 |
| Personnel Assistant (Employment) II | 10.22 |
| Personnel Assistant (Employment) III | 11.17 |
| Personnel Assistant (Employment) IV | 12.79 |
| Production Control Clerk | 15.10 |
| Rental Clerk | 10.69 |
| Scheduler, Maintenance | 11.57 |
| Secretary I | 11.57 |

| | |
|--|-------|
| Secretary II | 12.70 |
| Secretary III | 14.21 |
| Secretary IV | 18.51 |
| Secretary V | 20.55 |
| Service Order Dispatcher | 12.29 |
| Stenographer I | 10.84 |
| Stenographer II | 11.58 |
| Supply Technician | 15.36 |
| Survey Worker (Interviewer) | 11.75 |
| Switchboard Operator-Receptionist | 9.75 |
| Test Examiner | 12.72 |
| Test Proctor | 12.72 |
| Travel Clerk I | 8.91 |
| Travel Clerk II | 9.34 |
| Travel Clerk III | 9.88 |
| Word Processor I | 9.43 |
| Word Processor II | 10.61 |
| Word Processor III | 11.84 |
| Automatic Data Processing Occupations | |
| Computer Data Librarian | 10.48 |
| Computer Operator I | 10.30 |
| Computer Operator II | 12.12 |
| Computer Operator III | 14.62 |
| Computer Operator IV | 15.63 |
| Computer Operator V | 16.82 |
| Computer Programmer I (1) | 13.52 |
| Computer Programmer II (1) | 16.53 |
| Computer Programmer III (1) | 19.70 |
| Computer Programmer IV (1) | 23.49 |
| Computer Systems Analyst I (1) | 20.96 |
| Computer Systems Analyst II (1) | 24.55 |
| Computer Systems Analyst III (1) | 30.64 |
| Peripheral Equipment Operator | 11.54 |
| Automotive Service Occupations | |
| Automotive Body Repairer, Fiberglass | 17.73 |
| Automotive Glass Installer | 16.45 |
| Automotive Worker | 16.45 |
| Electrician, Automotive | 17.16 |
| Mobile Equipment Servicer | 15.04 |
| Motor Equipment Metal Mechanic | 17.69 |
| Motor Equipment Metal Worker | 16.45 |
| Motor Vehicle Mechanic | 17.69 |
| Motor Vehicle Mechanic Helper | 14.32 |
| Motor Vehicle Upholstery Worker | 15.74 |
| Motor Vehicle Wrecker | 16.45 |
| Painter, Automotive | 17.16 |
| Radiator Repair Specialist | 16.45 |
| Tire Repairer | 14.53 |
| Transmission Repair Specialist | 17.69 |
| Food Preparation and Service Occupations | |
| Baker | 10.14 |
| Cook I | 9.26 |
| Cook II | 10.14 |
| Dishwasher | 7.18 |
| Food Service Worker | 8.00 |
| Meat Cutter | 11.66 |
| Waiter/Waitress | 7.73 |

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|---|-------------|
| Furniture Maintenance and Repair Occupations | |
| Electrostatic Spray Painter | 17.16 |
| Furniture Handler | 13.15 |
| Furniture Refinisher | 17.16 |
| Furniture Refinisher Helper | 14.32 |
| Furniture Repairer, Minor | 15.74 |
| Upholsterer | 17.76 |
| General Services and Support Occupations | |
| Cleaner, Vehicles | 8.26 |
| Elevator Operator | 8.26 |
| Gardener | 10.65 |
| House Keeping Aid I | 8.17 |
| House Keeping Aid II | 9.52 |
| Janitor | 8.26 |
| Laborer, Grounds Maintenance | 8.89 |
| Maid or Houseman | 7.61 |
| Pest Controller | 11.16 |
| Refuse Collector | 8.26 |
| Tractor Operator | 10.14 |
| Window Cleaner | 8.89 |
| Health Occupations | |
| Dental Assistant | 10.93 |
| Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 10.93 |
| Licensed Practical Nurse I | 10.02 |
| Licensed Practical Nurse II | 11.24 |
| Licensed Practical Nurse III | 12.57 |
| Medical Assistant | 10.75 |
| Medical Laboratory Technician | 9.77 |
| Medical Record Clerk | 11.24 |
| Medical Record Technician | 12.61 |
| Nursing Assistant I | 6.77 |
| Nursing Assistant II | 7.62 |
| Nursing Assistant III | 8.31 |
| Nursing Assistant IV | 10.02 |
| Pharmacy Technician | 11.34 |
| Phlebotomist | 11.24 |
| Registered Nurse I | 12.80 |
| Registered Nurse II | 15.65 |
| Registered Nurse II, Specialist | 15.65 |
| Registered Nurse III | 18.94 |
| Registered Nurse III, Anesthetist | 18.94 |
| Registered Nurse IV | 22.71 |
| Information and Arts Occupations | |
| Audiovisual Librarian | 17.10 |
| Exhibits Specialist I | 14.88 |
| Exhibits Specialist II | 16.18 |
| Exhibits Specialist III | 19.78 |
| Illustrator I | 14.88 |
| Illustrator II | 16.18 |
| Illustrator III | 19.78 |
| Librarian | 19.25 |
| Library Technician | 11.01 |
| Photographer I | 14.30 |
| Photographer II | 16.38 |
| Photographer III | 17.80 |
| Photographer IV | 21.77 |
| Photographer V | 26.35 |

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|---|-------|
| Laundry, Dry Cleaning, Pressing and Related Occupations | |
| Assembler | 7.27 |
| Counter Attendant | 7.27 |
| Dry Cleaner | 8.53 |
| Finisher, Flatwork, Machine | 7.27 |
| Presser, Hand | 7.27 |
| Presser, Machine, Drycleaning | 7.27 |
| Presser, Machine, Shirts | 7.27 |
| Presser, Machine, Wearing Apparel, Laundry | 7.27 |
| Sewing Machine Operator | 9.50 |
| Tailor | 10.28 |
| Washer, Machine | 7.19 |
| Machine Tool Operation and Repair Occupations | |
| Machine-Tool Operator (Toolroom) | 17.16 |
| Tool and Die Maker | 19.46 |
| Material Handling and Packing Occupations | |
| Forklift Operator | 13.93 |
| Fuel Distribution System Operator | 15.04 |
| Material Coordinator | 17.84 |
| Material Expediter | 17.84 |
| Material Handling Laborer | 15.51 |
| Order Filler | 10.94 |
| Production Line Worker (Food Processing) | 13.60 |
| Shipping Packer | 11.80 |
| Shipping/Receiving Clerk | 11.80 |
| Stock Clerk (Shelf Stocker; Store Worker II) | 12.47 |
| Store Worker I | 10.16 |
| Tools and Parts Attendant | 11.80 |
| Warehouse Specialist | 13.26 |
| Mechanics and Maintenance and Repair Occupations | |
| Aircraft Mechanic | 17.69 |
| Aircraft Mechanic Helper | 14.32 |
| Aircraft Quality Control Inspector | 18.39 |
| Aircraft Servicer | 15.74 |
| Aircraft Worker | 16.46 |
| Appliance Mechanic | 17.16 |
| Bicycle Repairer | 14.53 |
| Cable Splicer | 20.34 |
| Carpenter, Maintenance | 17.60 |
| Carpet Layer | 16.45 |
| Electrician, Maintenance | 17.12 |
| Electronics Technician, Maintenance I | 13.50 |
| Electronics Technician, Maintenance II | 18.93 |
| Electronics Technician, Maintenance III | 21.69 |
| Fabric Worker | 15.74 |
| Fire Alarm System Mechanic | 17.69 |
| Fire Extinguisher Repairer | 15.04 |
| Fuel Distribution System Mechanic | 17.69 |
| General Maintenance Worker | 16.46 |
| Heating, Refrigeration and Air Conditioning Mechanic | 17.69 |
| Heavy Equipment Mechanic | 17.69 |
| Heavy Equipment Operator | 17.69 |
| Instrument Mechanic | 17.69 |
| Laborer | 11.67 |
| Locksmith | 17.16 |
| Machinery Maintenance Mechanic | 18.19 |
| Machinist, Maintenance | 18.13 |

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|--|-------|
| Maintenance Trades Helper | 14.32 |
| Millwright | 17.69 |
| Office Appliance Repairer | 17.16 |
| Painter, Aircraft | 17.16 |
| Painter, Maintenance | 17.16 |
| Pipefitter, Maintenance | 18.70 |
| Plumber, Maintenance | 18.14 |
| Pneudraulic Systems Mechanic | 17.69 |
| Rigger | 17.69 |
| Scale Mechanic | 16.45 |
| Sheet-Metal Worker, Maintenance | 17.69 |
| Small Engine Mechanic | 16.45 |
| Telecommunication Mechanic I | 17.69 |
| Telecommunication Mechanic II | 18.39 |
| Telephone Lineman | 17.69 |
| Welder, Combination, Maintenance | 17.69 |
| Well Driller | 17.69 |
| Woodcraft Worker | 17.69 |
| Woodworker | 15.04 |
| Miscellaneous Occupations | |
| Animal Caretaker | 9.14 |
| Carnival Equipment Operator | 8.42 |
| Carnival Equipment Repairer | 9.26 |
| Carnival Worker | 7.18 |
| Cashier | 6.27 |
| Desk Clerk | 7.41 |
| Embalmer | 16.57 |
| Lifeguard | 6.85 |
| Mortician | 16.57 |
| Park Attendant (Aide) | 8.60 |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 6.87 |
| Recreation Specialist | 9.29 |
| Recycling Worker | 10.14 |
| Sales Clerk | 6.87 |
| School Crossing Guard (Crosswalk Attendant) | 7.18 |
| Sport Official | 5.97 |
| Survey Party Chief (Chief of Party) | 11.13 |
| Surveying Aide | 7.62 |
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 9.80 |
| Swimming Pool Operator | 11.66 |
| Vending Machine Attendant | 10.14 |
| Vending Machine Repairer | 11.66 |
| Vending Machine Repairer Helper | 10.14 |
| Personal Needs Occupations | |
| Child Care Attendant | 7.28 |
| Child Care Center Clerk | 10.34 |
| Chore Aid | 7.61 |
| Homemaker | 10.66 |
| Plant and System Operation Occupations | |
| Boiler Tender | 17.69 |
| Sewage Plant Operator | 17.16 |
| Stationary Engineer | 17.69 |
| Ventilation Equipment Tender | 14.32 |
| Water Treatment Plant Operator | 17.16 |
| Protective Service Occupations | |
| Alarm Monitor | 9.28 |
| Corrections Officer | 18.18 |

| | |
|---|-------|
| Court Security Officer | 18.18 |
| Detention Officer | 18.18 |
| Firefighter | 18.18 |
| Guard I | 8.28 |
| Guard II | 11.85 |
| Police Officer | 19.78 |
| Stevedoring/Longshoremen Occupations | |
| Blocker and Bracer | 15.25 |
| Hatch Tender | 15.25 |
| Line Handler | 15.25 |
| Stevedore I | 14.58 |
| Stevedore II | 15.89 |
| Technical Occupations | |
| Air Traffic Control Specialist, Center (2) | 27.00 |
| Air Traffic Control Specialist, Station (2) | 18.62 |
| Air Traffic Control Specialist, Terminal (2) | 20.47 |
| Archeological Technician I | 12.32 |
| Archeological Technician II | 13.80 |
| Archeological Technician III | 17.08 |
| Cartographic Technician | 16.76 |
| Civil Engineering Technician | 16.88 |
| Computer Based Training (CBT) Specialist/ Instructor | 18.89 |
| Drafter I | 12.12 |
| Drafter II | 13.39 |
| Drafter III | 15.71 |
| Drafter IV | 17.08 |
| Engineering Technician I | 12.62 |
| Engineering Technician II | 14.16 |
| Engineering Technician III | 15.84 |
| Engineering Technician IV | 19.63 |
| Engineering Technician V | 24.00 |
| Engineering Technician VI | 29.03 |
| Environmental Technician | 15.09 |
| Flight Simulator/Instructor (Pilot) | 23.08 |
| Graphic Artist | 18.23 |
| Instructor | 17.16 |
| Laboratory Technician | 14.11 |
| Mathematical Technician | 16.18 |
| Paralegal/Legal Assistant I | 12.87 |
| Paralegal/Legal Assistant II | 17.10 |
| Paralegal/Legal Assistant III | 20.93 |
| Paralegal/Legal Assistant IV | 25.32 |
| Photooptics Technician | 18.29 |
| Technical Writer | 19.70 |
| Unexploded (UXO) Safety Escort | 17.16 |
| Unexploded (UXO) Sweep Personnel | 17.16 |
| Unexploded Ordnance (UXO) Technician I | 17.16 |
| Unexploded Ordnance (UXO) Technician II | 20.76 |
| Unexploded Ordnance (UXO) Technician III | 24.88 |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 13.12 |
| Weather Observer, Senior (3) | 15.93 |
| Weather Observer, Upper Air (3) | 13.12 |
| Transportation/ Mobile Equipment Operation Occupations | |
| Bus Driver | 10.69 |
| Parking and Lot Attendant | 7.90 |
| Shuttle Bus Driver | 10.32 |
| Taxi Driver | 8.64 |

| | |
|------------------------------|-------|
| Truckdriver, Heavy Truck | 16.96 |
| Truckdriver, Light Truck | 10.32 |
| Truckdriver, Medium Truck | 12.73 |
| Truckdriver, Tractor-Trailer | 16.96 |

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; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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:

(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):

| Number of Employees | Average Annual Gross Revenues |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 – 100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101 – 250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 – 500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501 - 750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> 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
NONE

Listed Countries of Origin
NA

(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:

| | | |
|---------|--|----------|
| 2.212-1 | Instructions to Offerors--Commercial Items | OCT 2000 |
| 2.215-5 | Facsimile Proposals | OCT 1997 |
| 2.237-1 | Site Visit | APR 1984 |
| 2.252-2 | 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:

2.217-5 Evaluation Of Options

JUL 1990

EVALUATION FACTORS ESTABLISHED BY THE SELECTION PLAN:

Each Offer should consist of a Price Proposal and a Technical Proposal. Price Proposals will be evaluated separately from Technical Proposals. Award will be made to the offeror whose proposal offers the best value and is 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 Proposal will be evaluated on the basis of the following factors: (Factors 1, 2 & 3 are of equal importance and will be given the most weight in selecting a contractor; Factor 4 is of less weight than Factors 1, 2 & 3, but has more weight than factors 5 & 6; Factors 5 & 6 are of equal importance, but have less weight than Factors 1, 2, 3 or 4):

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

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
- Realistic plan for timely response to emergencies and problems (both large and small)

Factor 3- Past Performance

Minimally adequate past performance includes –

- Offeror has at least two years experience in cleaning/maintaining public parks or recreation areas and five years of general cleaning experience
- 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

Factor 4- Price

Factor 5 – Attendance at Pre-Bid Site Visit

Factor 6 – Contractor Location near to Project Facility

It is preferred that the Contractor be located within 100 miles of the Blue Marsh Facility