

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   97
2. CONTRACT NO.	3. SOLICITATION NO. MDA905-03-R-0003	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 03 Jul 2003	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES DIRECTORATE OF CONTRACTING, BLDG. A1040C 4301 JONES BRIDGE ROAD BETHESDA MD 20814-4799 TEL: FAX:		CODE HU0001	8. ADDRESS OFFER TO (If other than Item 7) CHRISTINA JOHNSON CONTRACT SPECIALIST CJOHNSON@USUHS.MIL (301)295-3069 MD TEL: FAX:		CODE	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and <u>3</u> 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 <u>Block 7</u> until <u>04:00 PM</u> local time <u>04 Aug 2003</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See 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 CHRISTINA JOHNSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-295-3069		C. E-MAIL ADDRESS cjohnson@usuhs.mil		
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<b>OFFER (Must be fully completed by offeror)</b>						
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	
<b>AWARD (To be completed by Government)</b>						
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 (4 copies unless otherwise specified)		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) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
<b>IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.</b>						

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONTRACTOR SHALL PROVIDE CUSTODIAL FFP SERVICES FOR THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS), ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE (AFRI) AND VARIOUS OUT BUILDINGS PER THE STATEMENT OF WORK AND THE MATRIX  BASE YEAR: 1 OCTOBER 2003 THROUGH 30 SEPTEMBER 2004				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	CUSTODIAL SERVICES FOR THE UNIFORMED FFP SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS) FACILITY (BUILDING A (70), BUILDING B (71), BUILDING C (72), BUILDING D (73), GROUND FLOOR, AND UPPER & LOWER PARKING AREAS)				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	CUSTODIAL SERVICES FOR BUILDING 28 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	CUSTODIAL SERVICES FOR BUILDING 53 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	CUSTODIAL SERVICES FOR BUILDING 59 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	CUSTODIAL SERVICES FOR THE ARMED FORCES FFP RADIOBIOLOGY RESEARCH INSTITUTE (AFRRI)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	SERVICE CALLS FFP (This line item is not calculated in the pricing of the proposal.)	300	Hours		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	CONTRACTOR SHALL PROVIDE CUSTODIAL FFP SERVICES FOR THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS), ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE (AFRRI) AND VARIOUS OUT BUILDINGS PER THE STATEMENT OF WORK AND THE MATRIX				

1ST OPTION YEAR: 1 OCTOBER 2004 THROUGH 30 SEPTEMBER 2005

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	CUSTODIAL SERVICES FOR THE UNIFORMED FFP SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS) FACILITY (BUILDING A (70), BUILDING B (71), BUILDING C (72), BUILDING D (73), GROUND FLOOR, AND UPPER & LOWER PARKING AREAS)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	CUSTODIAL SERVICES FOR BUILDING 28 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	CUSTODIAL SERVICES FOR BUILDING 53 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	CUSTODIAL SERVICES FOR BUILDING 59 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	CUSTODIAL SERVICES FOR THE ARMED FORCES FFP RADIOBIOLOGY RESEARCH INSTITUTE (AFRI)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	SERVICE CALLS FFP (This line item is not calculated in the pricing of the proposal.)	300	Hours		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	CONTRACTOR SHALL PROVIDE CUSTODIAL FFP SERVICES FOR THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS), ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE (AFRI) AND VARIOUS OUT BUILDINGS PER THE STATEMENT OF WORK AND THE MATRIX				
2ND OPTION YEAR: 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	CUSTODIAL SERVICES FOR THE UNIFORMED FFP SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS) FACILITY (BUILDING A (70), BUILDING B (71), BUILDING C (72), BUILDING D (73), GROUND FLOOR, AND UPPER & LOWER PARKING AREAS)				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	CUSTODIAL SERVICES FOR BUILDING 28 FFP				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	CUSTODIAL SERVICES FOR BUILDING 53 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD OPTION	CUSTODIAL SERVICES FOR BUILDING 59 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE OPTION	CUSTODIAL SERVICES FOR THE ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE (AFRRI) FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF OPTION	SERVICE CALLS FFP (This line item is not calculated in the pricing of the proposal.)	300	Hours		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	CONTRACTOR SHALL PROVIDE CUSTODIAL FFP SERVICES FOR THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS), ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE (AFRRI) AND VARIOUS OUT BUILDINGS PER THE STATEMENT OF WORK AND THE MATRIX  3RD OPTION YEAR: 1 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	CUSTODIAL SERVICES FOR THE UNIFORMED FFP SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS) FACILITY (BUILDING A (70), BUILDING B (71), BUILDING C (72), BUILDING D (73), GROUND FLOOR, AND UPPER & LOWER PARKING AREAS)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		12	Months		
OPTION	CUSTODIAL SERVICES FOR BUILDING 28				
	FFP				

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		12	Months		
OPTION	CUSTODIAL SERVICES FOR BUILDING 53				
	FFP				

---

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		12	Months		
OPTION	CUSTODIAL SERVICES FOR BUILDING 59				
	FFP				

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	CUSTODIAL SERVICES FOR THE ARMED FORCES FFP RADIOBIOLOGY RESEARCH INSTITUTE (AFRRI)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	SERVICE CALLS FFP (This line item is not calculated in the pricing of the proposal.)	300	Hours		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	CONTRACTOR SHALL PROVIDE CUSTODIAL FFP SERVICES FOR THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS), ARMED FORCES RADIOBIOLOGY RESEARCH INSTITUTE (AFRRI) AND VARIOUS OUT BUILDINGS PER THE STATEMENT OF WORK AND THE MATRIX				

4TH OPTION YEAR: 1 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	CUSTODIAL SERVICES FOR THE UNIFORMED FFP SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USUHS) FACILITY (BUILDING A (70), BUILDING B (71), BUILDING C (72), BUILDING D (73), GROUND FLOOR, AND UPPER & LOWER PARKING AREAS)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	CUSTODIAL SERVICES FOR BUILDING 28 FFP	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	CUSTODIAL SERVICES FOR BUILDING 53 FFP	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	CUSTODIAL SERVICES FOR BUILDING 59 FFP	12	Months		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	CUSTODIAL SERVICES FOR THE ARMED FORCES FFP RADIOBIOLOGY RESEARCH INSTITUTE (AFRI)	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	SERVICE CALLS FFP (This line item is not calculated in the pricing of the proposal.)	300	Hours		

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NET AMT

FOB: Destination

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USUHS AND AFRRRI SOW

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## STATEMENT OF WORK

### A. GENERAL REQUIREMENTS

Contractor shall provide all personnel, equipment, materials and supervision required to perform all elements of this contract. The custodial services apply to all designated spaces in Attachments I, II and III, including, but not limited to: halls, rest rooms, office spaces laboratories, work areas, entranceways, lobbies, storage areas, elevators and stairways. The general work locations and specific frequencies are specified in the List of Attachments. The requirements of the contract shall be performed in such a manner that will not disrupt the activities or operations of the Uniformed Services University of the Health Sciences (USUHS) and the Armed Forces Radiobiology Research Institute (AFRRI) facility.

Contractor shall clean all areas under and behind furniture, furnishings, equipment, floor mats and runners. All furniture shall be returned to their original location after cleaning has been completed. The cleaning methods used should not cause airborne dust and particles. Unless specified by the COR, no technical or sensitive equipment such as: computer systems, duplicating machines or laboratory equipment shall be moved. Contractor shall not move papers, personal items, telephones, pictures, bookcases, credenzas, tables or other furniture in cubicles or offices. Contractor shall not "hold" an elevator at a given floor for any reason other than to allow immediate safe entrance or exit. No equipment including wastebaskets, area stands, chairs, etc. shall be placed on top of desks, tables, counters or other surfaces.

Contractor is required to perform daily, two times-daily, three times-daily, weekly, two times-weekly, three times-weekly, monthly, quarterly, semiannual and annual cleaning tasks as set forth in the Matrix (Attachment III). Contractor shall prepare a **Schedule of Performance** (See Section M – Performance Capability) for the work as specified herein. Schedule of performance shall be submitted with your proposal. At a minimum, this schedule must contain location (area and room number), day, shift (A.M. or P.M.), work to be performed and the name of the shift supervisor shall be provided at award.

***NOTE: Contractor personnel shall not enter any animal room unless directed by the Contracting Officer's Representative (COR).***

### A.1 GOVERNMENT FURNISHED FACILITIES, ITEMS AND UTILITIES

#### A.1a General

On a limited basis, the Government will furnish Contractor with the following Government owned or controlled items: Facilities, Specific Materials and Utilities, and Vehicle. The loss or damage resulting from the negligence of the contractor, the contractor will replace the lost or damaged equipment with equipment of the same make and model or a substitute that is acceptable to the Government.

#### A.1b Government Furnished Facilities (Spaces)

Government will provide Contractor with the use of a limited amount of Government owned space to be used for the purpose of an office, supply storage, equipment storage and housekeeping closets (See the List of Attachments). Government affirms that spaces are in a usable condition and ready to be accepted on the date of award. Contractor shall notify the Government within 24 hours of contract award concerning any space that is not suitable or in unusable condition. Contractor shall assume responsibility for the safe keeping of facilities and shall take adequate precautions to prevent fire hazards, odors and vermin. At the completion of the contract all facilities shall be returned to the Government in the same condition as received except for reasonable wear. Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse by Contractor staff, his sub-contractors or their employees. All government owned space utilized by the contractor for office, supply storage, equipment storage, and housekeeping shall be maintained in a clean sanitary condition in accordance with the Statement of Work.

**A.1c Government Furnished Items (Materials and Equipment)**

Due to special cleaning requirements, Government shall furnish cleaning supplies to Contractor for use in the Anatomical Teaching Laboratories (ATL) only. Supplies and equipment will be kept in janitor closet G029. This closet will be kept locked at all times except when access is required by assigned cleaning personnel. Supplies and equipment are intended for restricted use in the ATL. The materials and equipment provided by the Government include special grease and oil removing cleaning chemical, a basin brush for use with Contractor provided floor machine, damp mops, mop wringers, mop buckets, hand soap, stainless steel cleaner, paper towels and a wet vacuum. Contractor shall supply all labor and management necessary for cleaning the ATL. Contractor shall maintain all government furnished equipment. The use of Government furnished material for any other purpose is prohibited. All materials unused at the end of the contract shall be returned to the Government. Government will provide Contractor with a portable radio and charger to insure timely communication with the COR or other USUHS/AFRRI personnel designated by the Contracting Officer during regular working hours, beyond normal working hours and emergency situations. The portable radio shall be carried at all times by the Superintendent or the alternate during regular working hours and beyond normal working hours.

**A.1d Government Furnished Utilities (Availability)**

Government will provide water and electricity at no cost to the Contractor. Contractor shall not use outlets located in laboratories. When cleaning laboratory spaces, Contractor is restricted to the use of electrical outlets located in the hallways only or electrical outlets located in laboratory common areas marked "**Buffer Only.**" Information concerning the location of existing outlets may be obtained from the COR. Under no circumstances shall the contractor unplug freezers or equipment to gain access to an electrical outlet. Government will provide contractor with one network cable drop to connect Contractor supplied Personal Computer. (See A.2i)

**A.1e Government Furnished Vehicle**

Government will issue a Government furnished vehicle to deliver plastic pipette tip boxes (See 5.1g) for proper disposal. The central disposal site is National Institute of Health (NIH), Bethesda, MD. The Contractor shall ensure that the Government vehicle is not removed from USUHS/AFRRI by contractor employees except in the performance of duties, which are required by the contract. The Contractor shall ensure no member of the janitorial staff should not use the vehicle for personal use. The Contractor shall ensure the Government furnished vehicle is properly used, is not abused and is kept clean. The Contractor shall immediately report to the USUHS/AFRRI COR any property damage, doesn't function properly, needs repairs or replacement, and the loss of key.

**A.2 CONTRACTOR FURNISHED****A.2a General**

Contractor shall supply all equipment, supplies and material to accomplish and maintain proper performance of contract. Exception: Materials provided for the Anatomical Teaching Laboratories and other items as stated in paragraph A.1c. Contractor may use the Government Services Administration (GSA) schedule for pricing of supplies and materials.

**A.2b Material List and Samples (MSDS)**

Contractor shall provide a list of all Contractor furnished materials to be used as part of contract including name of manufacturer, model number (if applicable) and any available technical specifications. All containers of cleaning chemicals and products such as liquids, powders and pastes must contain the manufactures label to identify the contents. Contractor shall post all Material Safety Data Sheets (MSDS)

for all cleaning substances in a conspicuous location within the Government supplied Contractor's office. A new MSDS is to be provided and posted if brand or type of cleaning compound is changed. A **bound copy** of all MSDS shall be provided to the COR prior to the start of the contract. All materials and supplies are subject to random spot sampling as determined by the Contracting Officer's Representative as directed by the Contracting Officer.

#### **A.2c Protective Guards on Equipment**

All wheeled and moveable equipment must be equipped with protective non-marking rubber bumpers or guards. Fiberglass trash barrels are acceptable. Equipment with improper bumpers or guards is prohibited and shall be removed from service immediately. Damages sustained by the use of prohibited equipment shall be repaired at the expense of the Contractor.

#### **A.2d Compliance with Applicable Fire/Safety Requirements**

Materials that do not comply with National Naval Medical Center (NNMC) fire regulations or any materials bearing an Interstate Commerce Commission (ICC) red label (acids) must not be used or permitted in any buildings or areas covered by this contract. NNMC fire regulations are found in the USUHS Facilities Management office, Room G049.

#### **A.2e Equipment Electrical Safety**

All electrical equipment furnished by Contractor shall be suitable for the existing sources of electrical power. All electrical equipment shall be third-wire grounded and equipped with properly rated Underwriter's Laboratory Inc. approved three conductor electrical cord permanently attached to the machine and equipped with proper plugs to operate from corridor outlets. Electrical machines shall not exceed the rated capacity of the circuits on which they are operated.

#### **A.2f Equipment Safety**

All Contractor supplied equipment considered by the Contracting Officer or the COR to be unsafe and in such a state of disrepair as to cause damage to the facilities or possible harm to personnel must be removed from the work site. The replacement equipment must be approved by the Contracting Officer or the COR.

#### **A.2g Equipment Inspections and Removal**

All Contractor furnished equipment is subject to inspection by the Contracting Officer or the COR. Contractor shall be responsible for maintenance and repair of Contractor owned equipment. All equipment items are subject to inspection for compliance with existing safety standards established or referenced herein. Equipment considered by the Contracting Officer or the COR to be in a state of disrepair or otherwise not conforming to the standards of the Statement of Work must be removed and replaced with equipment that meets the approval of the Contracting Officer or COR.

#### **A.2h Responsibility for Maintenance, Repair and Replacement of Equipment**

Contractor is responsible for the maintenance, repair and replacement of all equipment furnished by Contractor. Contractor will perform spot inspections every day during the course of work to insure the effectiveness and reliability of Contractor provided equipment. Contractor is responsible for maintaining a complete inventory of safe and reliable equipment at all times to insure the proper performance of all terms of the contract. A copy of equipment inventory shall be provided to the Contracting Officer or the COR prior to start of contract.

#### **A.2i Telephone, Computer and Other Miscellaneous Items**

Contractor will supply their own outside telephone lines and associated equipment to Room G018 (Government provided office/locker room space). The Contractor shall provide their own personal computer and monitor to ensure better communication within the USUHS/AFRRRI community. The Contractor shall provide all other necessary equipment to maintain satisfactory performance of Contract.

#### **A.2j Trash Collection Containers**

Contractor shall supply all necessary trash collection carts. All carts must be equipped with silent running casters and suitable vinyl or plastic guard rings to prevent damage to walls and doors. Additionally, carts shall be of such construction that should liquid spill, such liquid will not leak from the cart in the process of their use. **Contractor shall not use government owned carts and containers.**

#### **A.2k Contractor Responsibility In Case of Hazardous Material Spill**

Contractor shall notify the Environmental Health & Occupational Safety Office (EHOS), COR or the Security Office if cleaning personnel suspect hazardous materials have been spilled. Contractor shall not attempt to remove materials that may be hazardous.

### **A.3 ROOM CLEANING**

- a. All furniture, file cabinets, display cases, window frames, sills, doors, baseboard, HVAC systems, grilles, horizontal ledges and other equipment shall be dusted with treated dust clothes. All necessary precautions shall be taken by the Contractor to ensure that miscellaneous items such as papers, books, sensitive equipment, experiments, etc. will remain undisturbed.
- b. All hand sinks and wall fixtures shall be wiped clean. All supply holders for paper towels in all restrooms shall be filled daily or as needed.
- c. All partitions and walls shall be wiped clean to remove smudges, fingerprints, marks and streaks up to a height of 7 feet (7'-0") above the finished floor level.
- d. All upholstered furniture, drapes and fabric-covered cabinets shall be vacuumed inside and out. All other furniture (wood, plastic, metal) including settees and benches shall be cleaned as required to remove dirt, smudges and debris.
- e. Rooms containing chalkboards **NOT** noted "**Do Not Erase**" shall be erased and washed free of chalk dust and streaks. Chalk trays and erasers shall be cleaned.
- f. All exterior and interior door glass, bookcases, display case glass and glass mirrors shall be cleaned and free of any smudges, streaks, film, etc. This includes all window frames, casings and sills located inside the USUHS facility.
- g. All fixtures such as bulletin boards and directional signs shall be cleaned as required leaving no streaks, smudges, and film or water spots.
- h. All door hardware, kick plates and push plates shall be cleaned and polished. All brass/bronze hardware, aluminum bars and other metal on doors shall be polished with a polishing compound. All entrance door glass shall be cleaned on both sides daily. All surfaces shall be free of residue, smears, stains, soil, streaks and markings.
- i. All floor-drains and drinking fountains shall be cleaned using an approved disinfectant.

j. All door-knobs, pulls, handles, push-plates, touch bars, panic-bars, etc. shall have a disinfectant applied to the surface prior to polishing as part of the standard room cleaning service. Contractor shall use “EcoTru” or an approved equal.

k. Spot clean as required. (See Definitions, Section B)

### **A.3a ELEVATOR CLEANING**

Elevator car doors and walls shall be damp wiped clean. Bright metal surface such as stainless steel shall be polished. Door, sills, car tracks and crevices shall be cleaned or vacuumed. Floors shall be vacuumed or damp mopped daily. Tile floors shall be waxed and/or buffed as necessary. The ceilings of all elevator cars consisting of grills and panels shall be dusted and wiped clean. Hoist-way door, sill, jambs and tracks shall be cleaned and vacuumed. Spot cleaning as defined herein shall be performed on all elevators.

### **A.3b STAIRWELL CLEANING**

Stairwells include all steps, risers, walls, landings and railings between floor levels. Stairwells shall be swept, vacuumed or damp mopped clean and spray buffed as required. Walls shall be spot cleaned and railings damp wiped. Contractor shall clean all floor landings. During cleaning operations Contractor shall post a two-sided portable floor sign at each door entranceway to warn individuals of the potential hazard. Portable floor signs shall contain a warning statement on both sides that read “CAUTION WET FLOOR” in large bold letters. All stairwells on the USUHS/AFRRI campus are included in the scope of work. Any stairwells not shown on the Attachment II are not to be excluded from this contract.

### **A.3c SUNDAY CLEANING**

Contractor will provide cleaning services once during regular working hours on Sunday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III) pertaining to this function.

### **A.3d VENDING MACHINE AREA CLEANING**

Exposed portions of the tops of the vending machines located in Building “C” first floor and the vinyl tile floor shall be cleaned two times daily.

### **A.3e WEIGHT ROOM**

All weight room equipment shall be cleaned weekly excluding mechanical parts of equipment. Weight room floor shall be damp mopped and disinfected free of perspiration daily. Vinyl rubber cove base surfaces shall be cleaned daily and disinfected to be free of perspiration. All metal surfaces shall be dusted and spot cleaned as needed. Mirrors shall be cleaned free of dust, dirt, streaks and smudges one time per week. All shelves shall be dusted on a weekly schedule and all necessary precautions shall be taken by the Contractor to ensure that miscellaneous items such as papers, books, equipment, etc. remain undisturbed. Replenish paper towels daily or as required.

### **A.3f COMPUTER ROOMS**

#### **Computer Room Floor**

The computer room floor shall be vacuumed in such a manner to minimized airborne dust. Vacuuming method must have prior approval from the COR or the Contracting Officer. The computer room floor shall be damp mopped in such a way to **not allow water or other liquids** to seep under raised-floor. Raised-floor areas shall be dry stripped, waxed and machine buffed with a buffing pad that produces a minimum amount of fibrous lint to avoid airborne particles. *Note: This service is to be scheduled three times*

*weekly.* For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

### **A.3g HIGH CLEANING**

All Elevators, Anatomical Teaching Lab, Building “D,” and laboratories B2064A and B2064B shall receive high elevation cleaning semi-annually (at intervals of 160 to 200 days per year). All surfaces above seven-foot (7’-0”) from the finished floor shall be free of dust, smudges, stains and other residue. High elevation cleaning includes, but is not limited to, walls, partitions, ledges, grilles, plastic elevator ceiling panels, piping, duct work and all HVAC openings. Cleaning includes damp wiping, dusting and vacuuming.

***Note:*** *Cleaning of suspended ceiling track shall be done in such a manner as to not damage or stain ceiling tile. Contractor is not required to clean ceiling lighting fixtures (See List of Attachments).*

### **A.3h FLOOR SCRUBBING**

Floor scrubbing services will be provided weekly and are performed one time during a seven-day period. For specific rooms, spaces, days and times covered under this function see the guidelines contained in the Matrix (Attachment III).

Contractor shall perform weekly floor scrubbing in laboratory A2051. Floor scrubbing shall remove any wax on the floor surface. **Due to the continuous build up of paraffin wax in this room no wax shall be applied to the floor surface and no buffing operations are permitted.**

## **A.4 SERVICE CALLS**

### **A.4a General**

Contractor shall provide service calls for an estimated 300 hours. Service calls consist of providing labor and material to perform miscellaneous cleaning tasks beyond the requirement of the routine cleaning schedule and the scope of the contract.(e.g., removing water due to broken water pipes, major spills and providing cleaning services for special events outside the normal working hours.) A separate line item is included in Section B – Supplies or Services and Prices, for the service calls. This line item will not be calculated in the pricing of the proposal. **The estimated hours provided are for service calls only.**

### **A.4b Service Calls**

Contractor shall respond within twenty minutes during normal working hours and two hours during periods outside of normal working hours. A government supplied portable radio will be given to respond to emergency service calls.

Contractor shall have one employee on duty Monday through Friday during the hours of 1430 hours (2:30 P.M.) thru 1630 hours (4:30 P.M.) to ensure timely response to emergency situations and/or to perform vacuuming services in the cafeteria dining room. Contractor shall supply the name of the individual to contact for emergencies outside of normal working hours.

### **A.4c 24-Hour Notification**

Contractor shall provide COR and Contracting Officer with names and telephone numbers of persons to be contacted in case of a USUHS/AFRRRI emergency requiring cleaning personnel.

## **A.5 PERSONNEL**

**A.5a Superintendent of the Contract**

Contractor shall designate in writing a job Superintendent and alternate who will be responsible to insure that all work is completed as specified herein.

**A.5b Authority to Commit the Contractor**

Superintendent or the alternate shall have complete authority to act on behalf of the Contractor concerning all contract matters relating to daily operation and the fulfillment of the contract. Superintendent shall also serve as the Day Shift Supervisor. The Shift Supervisor may serve as Superintendent during alternate shifts.

**A.5c Normal Duty Hours**

During the normal duty hours the Superintendent or the alternate shall be available to discuss problem situations. Superintendent shall meet within 15 minutes of notification with the COR or other personnel designated by the Contracting Officer. After normal duty hours the Superintendent or designated alternate shall be available within two (2) hours of notification.

**A.5d Supervisors**

Contractor will appoint supervisors for each shift. The supervisors shall represent the Contractor and shall be capable of interpreting and implementing all requirements within the contract. They must be able to read, write, speak and understand English. Contractor shall provide the Contracting Officer with the names of responsible supervisors.

**A.5d(i) Supervisory Training**

Supervisors shall attend annual training classes covering the contract related topics listed below. Training shall be accomplished during the first six (6) months for each contract year (including base and option years). A training certification shall be presented to the COR upon completion.

- a. A general orientation in basic bacteriologic concepts.
- b. Familiarization with applicable facility and local base regulations and policies, including fire prevention and ground safety.
- c. The handling of Radioactive or chemical wastes.
- d. Security Requirements.
- e. Asbestos awareness.
- f. Any additional training deemed necessary by USUHS/AFRRI.

**A.5d(ii) Supervisory Tasks**

Supervisory tasks shall include but not be limited to the following:

- a. Provide an adequate labor force including immediate replacement of personnel as required.
- b. Train personnel in the proper performance of work in accordance with the Statement of Work and the List of Attachments contained herein.

- c. Prevent general carelessness in cleaning operations or abuse of facilities. Instruct employees to abide by USUHS/AFRRI safety regulations in order to promote general welfare.
- e. Require employees to participate in fire drills and civil defense exercises. Train employees in how to report fire, hazardous conditions or issues requiring immediate repair or attention.
- f. Use of Government furnished utilities and supplies.
- g. Assure that employees lock all areas after cleaning unless otherwise notified by the COR or Contracting Officer. Supervisor shall return all keys to the USUHS/AFRRI Security Office at the end of each shift. Ensure that Contractor employees do not open more than 10 doors on a floor at one time.
- h. Instruct employees to turn in any lost and found items to the USUHS Security Office.
- i. Ensure that workers announce themselves when cleaning restrooms of the opposite gender.

#### **A.5e CONTRACTOR EMPLOYEES**

Contractor shall furnish sufficient support personnel and supervisors to perform all work specified herein. Contractor shall provide temporary personnel to replace all employees who are absent for any reason. The Contractor agrees to the following:

- a. All employees will conduct themselves in a proper, efficient, courteous and business like manner at all times.
- b. To replace any individual that is deemed by the Contracting Officer to be a National Security risk.
- c. All Contractor employees must furnish adequate documentation of citizenship or resident alien status to the USUHS/AFRRI Security Office before they are permitted to work.
- d. Contractor will maintain health records for all employees and assure that each employee is physically able to perform required services and are free of any infectious or communicable disease.
- e. USUHS/AFRRI are a "smoke free" facility. Smoking will be allowed only in designated smoking areas.
- f. Contractor shall provide a complete list of all employee names, areas and duties.
- g. All the employees who drive vehicles on the facility shall have a valid drivers' license in their possession.
- h. All the employees should be able to read, write, speak and understand a minimum level of English.

#### **Training Requirements**

Contractor is responsible for the cost and providing all training to their employees. Training shall be completed within two weeks prior to start of work for all employees. Developmental training shall be provided throughout the contract period. Additional training must include a review of all topics and areas in the initial training program including deficiencies and corrections. All employees must receive initial training covering the following topics:

- a. A general orientation in basic bacteriological and infection control.
- b. A general indoctrination in the various facilities and systems.
- c. Interpersonal relationships with staff, students and visitors.
- d. A general indoctrination in applicable facility and base regulations and policies including fire, safety and security.
- e. Familiarization with all technical and procedural manuals.
- f. Asbestos awareness.
- g. Any additional training deemed necessary by USUHS/AFRRI.

#### **A.6 REFERENCES (SAFETY)**

Contractor compliance is required but not limited to the following regulations and standards:

- a. Public Law 91-596, Occupational Safety and Health Act of 1976 (O.S.H.A.) and current amendment is applicable.
- b. Most recent issue of National Fire Codes and Standards developed by the National Fire Protection Association (N.F.P.A.).
- c. National Safety Council Accident Prevention Manuals, American National Standards Institutes (A.N.S.I.).
- d. U. S. Army Corps of Engineers Manual (EM385-1-1) entitled General Safety Requirements, as amended.

#### **A.7 ENERGY CONSERVATION**

Contractor shall actively participate in and comply with the USUHS energy conservation program. Superintendent shall represent Contractor interests at all meetings of the Energy Conservation Activities and Resource Management Committee. The Contracting Officer shall approve the use of all equipment or tools to ensure they comply with the USUHS/AFRRI energy conservation program.

#### **B. DEFINITIONS**

- a. A.M. Shift Cleaning:** Any cleaning or associated services contained in the Statement of Work that is performed during the morning hours.
- b. Annually:** Service performed one time during a 12-month period at 1 occurrence per year. These services are subject to advance scheduling.
- c. Bimonthly:** (Two Times Monthly) Services performed two times during a 1-month period at 24 occurrences per year.
- d. Two Times Weekly:** Services performed two times during a 5-day period, Monday through Friday at 104 occurrences per year.

- e. **Clean:** The term “clean” as used herein means to remove by appropriate method all dirt, stains, marks, smears, scuff marks or foreign matter that can be removed without damage to surfaces.
- f. **Contracting Officers Representative (COR):** A representative of the Contracting Officer who perform visual inspection and evaluation of Contractors performance.
- g. **Contracting Officer:** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- h. **Contractor:** The term Contractor as used herein refers to both the prime contractor and any sub-contractors.
- i. **Daily:** Services performed one time in every 24-hour period, Monday through Friday at 252 occurrences per year (excluding Legal holidays).
- j. **Full Week:** Services performed Monday through Sunday.
- k. **Inspection Unit:** A unit of inspection will consist of a room, laboratory, stairwell, corridor, restroom, office or closet as defined in the Matrix.
- l. **Interior Glass:** For the purpose of this contract, interior glass is defined as any glass surface that is part of an interior wall or partition.
- m. **Monthly:** Services performed during calendar month at intervals of 28 to 31 days at 12 occurrences per year. Monthly services are subject to advance scheduling.
- n. **P.M. Shift Cleaning:** Any cleaning or associated services contained in the Statement of Work that is performed during the afternoon hours.
- o. **Normal Working Hours:** University normal working hours are between (0700 hours) 7:00 A.M. and (1600 hours) 4:00 P.M.
- p. **Quarterly:** Services performed every three (3) months at intervals of 87 to 93 days at 4 occurrences per year.
- q. **Regular Working Hours:** Custodial services shall be provided during 0500 hours (5:00 AM) thru 2300 hours (11:00P.M.).
- r. **Restrictive Signs:** If ever the Contractor encounters a sign indicating “as directed,” “as required,” “as permitted,” “approval,” “acceptance” or “work out of similar import” it shall be understood that the Contractor must get permission to enter the area from the COR.
- s. **Semi Annually:** Services performed during the contract period at intervals of 160 to 200 days at 2 occurrences per year. There are two (2) semi annual periods within the term of the contract. Semi-annual services are subject to advance scheduling.
- t. **Spot Cleaning:** Custodial services performed during regular working hours that include but are not limited to removal of smudges, pencil marks, dust, grease or any substance that temporarily discolors or stains carpet, walls or counter-tops. Vinyl floors and furniture are not included in spot cleaning as defined herein. **Unless otherwise specified herein, spot cleaning shall be performed at the request of the COR only.**
- u. **Three Times Daily:** Services performed three (3) times in a 24-hour period Monday through Friday at 756 occurrences per year.

**v. Three Times Weekly:** Services performed three (3) times in a five (5) day period Monday through Friday at 147 occurrences per year.

**w. Two Times Daily:** Services performed two (2) times in a 24-hour period Monday through Friday at 504 occurrences per year.

**x. Two Times Weekly:** Services performed two (2) times in a five (5) day period Monday through Friday at 104 occurrences per year.

**y. Weekly:** Services performed one (1) time during each seven (7) day period at 52 occurrences per year.

## **C. CUSTODIAL REQUIREMENTS**

### **C.1 General**

Custodial work requirements are divided into three categories contained throughout this document.

### **C.2 Service Work Requirements**

Normal service

### **C.3 Project Work Requirements**

Scheduled events.

### **C.4 Indefinite Quantity Work Requirements**

Service calls and special events

**\*\*\*NOTE: If there is a conflict between the listed rooms for service and the Matrix, the Matrix prevails.\*\*\***

## **1.0 SWEEPING AND DUST MOPPING**

### **1.1a General**

Except carpeted floors, all accessible floor areas shall be swept or dust mopped. Chairs, trash receptacles and easily moveable items shall be moved to allow sweeping or dust mopping under larger objects such as furniture or equipment. All necessary precautions shall be taken by the Contractor to ensure that miscellaneous items such as papers, books, sensitive equipment, experiments, etc. shall remain undisturbed. Chewing gum and other substances shall be removed without causing damage to floor or other surfaces. Both disposable and non-disposable mop heads shall be changed at the end of each workday. Sweeping and dust mopping may either be on the A.M. or P.M. shift schedule. For more information see the guidelines contained in the Matrix (Attachment III).

### **1.1b Daily Sweeping or Dust Mopping Services**

Sweeping or dust mopping services provided daily are normally performed Monday through Friday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

### **1.1c Three Times a Week Sweeping or Dust Mopping Services**

Sweeping or dust mopping services provided three times a week are normally performed every Monday, Wednesday and Friday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

### **1.1d Weekly Sweeping or Dust Mopping Services**

Weekly sweeping or dust mopping services are performed once over seven days. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III) Parking Lot and Elevator Entrance Sweeping: sweep ten feet away from all USUHS/AFRRI parking lot and elevator entrances on all parking levels weekly including the brick and concrete entrance areas near G191 and G180 weekly. (See the Matrix (Attachment III))

## **2.0 DAMP MOPPING**

### **2.1a General**

All accessible areas shall be mopped. Chairs, trash receptacles and easily moveable items shall be moved to allow mopping under large objects such as furniture or equipment. All necessary precautions shall be taken by the Contractor to ensure that miscellaneous items such as papers, books, sensitive equipment, experiments, etc. shall remain undisturbed. No mop strands shall remain after mopping and the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris or standing water. There shall be no splash marks or mop streaks on furniture, equipment, walls or baseboards. While performing mopping operations Contractor shall post signs that read, "CAUTION WET FLOOR" in large bold letters. In addition, the Contractor shall post two sided portable floor signs at strategic locations throughout the work area to adequately warn the general public of the potential hazard. Portable floor signs shall contain a warning statement on both sides that read "CAUTION WET FLOOR" in large bold letters. **Do not mop wood or carpeted floors.**

### **2.1b Daily Damp Mopping Services**

Daily damp mopping services are normally performed Monday through Friday. For specific rooms, spaces, and specific days and times see the guidelines contained in the Matrix (Attachment III).

### **2.1c Three Times a Week Damp Mopping Services**

Damp mopping services provided three times a week are normally performed every Monday, Wednesday and Friday. For specific rooms, spaces, days and times see the guidelines contained the Matrix (Attachment III).

### **2.1d Weekly Damp Mopping Services**

Damp mopping services that are provided weekly shall be performed once every seven days. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

## **2.2 Inclement Weather**

### **Entrance Ways, Corridors and Crosswalks**

All floors shall be dry and or damp mopped as often as necessary to maintain them in a clean, safe condition. All floors will be spot checked for any rainwater, food, drink or other spillage throughout the buildings during working hours and shall be cleaned as required. In addition, the Contractor shall post two sided portable floor signs at each door entranceway to warn of potential hazard. Portable floor signs shall contain a warning on both sides that read "CAUTION WET FLOOR" in large bold letters.

During inclement weather, Contractor shall place buckets under any leaks in the overhead glass to catch water falling on the third floor crosswalks and falling through to the second floor crosswalks. As often as necessary, Contractor shall remove any residual water on the second and third floor crosswalks that the buckets may have missed. Contractor shall also post signs at each door entrance to crosswalks that read "CAUTION WET FLOOR" in large bold letters. In addition, Contractor shall post two sided portable floor signs at each door entranceway to warn of the potential hazard. Portable floor signs shall contain a warning statement on both sides that read "CAUTION WET FLOOR" in large bold letters.

***NOTE: Corridors include all primary and secondary passageways throughout all buildings.***

### **3.0 VACUUMING/SPOT CLEANING**

#### **3.1a General**

Contractor shall vacuum all carpets and rugs. After vacuuming carpeted areas shall be free of all dirt. Chairs, trash receptacles and easily moveable large objects shall be tilted or moved for vacuum access. "Traffic pattern" vacuuming is not acceptable. All spots or stains shall be removed as soon as possible. Any spot or stain having an area of two square feet or more shall be the responsibility of the government.

#### **3.1b Daily Vacuuming/Spot Cleaning**

Vacuums and spot cleaning services are provided once during a twenty-four hour period and usually performed Monday through Friday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

##### **(a) Student Health Clinic**

Student Health Clinic rooms shall be vacuumed daily. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

##### **(b) Learning Resource Center (LRC)**

Vacuums and spot cleaning shall be performed two times weekly for all carpeted areas contained in the Matrix (Attachment III). The public teaching areas (Matrix, Attachment III) for the specific rooms that needs to be vacuumed two times weekly between the hours of 0600 hours (6:00 A.M.) and 0700 hours (7:00 A.M.).

##### **(c) Cafeteria Building "B"**

Carpeted areas of rooms B1002A and B1002B shall be deep vacuumed every *Tuesday* and *Friday afternoon* between the hours of 1430 hours (2:30 P.M.) and 1700 hours (5:00 P.M.). All tables and chairs shall be moved for vacuuming and properly repositioned. Spot vacuuming shall be done as needed.

#### **3.1c Carpet Entrance Mats (Inside and Outside)**

Carpet entrance mats shall be vacuumed daily to remove soil and grit. Soil and moisture under the mats shall be removed. Mats shall be returned to their normal location after cleaning.

#### **3.1d Two Times Daily Vacuuming/Spot Cleaning**

Vacuums and spot cleaning services are provided two times during a twenty-four hour period and usually performed Monday through Friday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

### 3.1e Two Times Weekly Vacuuming/Spot Cleaning

Vacuuming provided two times during a twenty-four hour period is usually performed Monday through Friday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

### 3.2 Board of Regents Conference Room

The Board of Regents conference rooms D3001A and D3001B shall be vacuumed two times daily, one time in the morning and one time in the afternoon or evening.

### 3.3 Teaching Areas and Library

The following areas shall be vacuumed daily:

Executive Dining Room: B1012, B1013 and B1014

Auditorium: B1010, B1012, B1013, B2010 and B2014

Lecture Halls: A1033A, A1033B, A1042, C1032 and C1027

Lobbies: All carpeted lobbies

Conference Rooms: B2090, B3004 and B4004

Rooms: A1010A, A1010, A1018, A1019, A2011, A2015, A2052, A2053 and A2054

Hallways: A1901, A1902, A1903, A1031, A1905, A1906, A1907 C1901, C1907

\*\* Student Community Center Room and C1026

Learning Resource Center (LRC): D1008 and D1016 (between the hours of 0600 hours(6:00 A.M.) – 0700 hours (7:00 A.M))

**\*\*NOTE:** *Student Community Center Room (C1026) shall be vacuumed at 0730 hours (7:30 A.M.) each morning.*

### 3.4 Auditorium

Auditorium (Bldg. B) shall be vacuumed daily. In addition, the Auditorium shall be vacuumed on Sunday evening to ensure availability for any early events on Monday morning. A spot check shall be completed prior to 0730 hours (7:30 A.M.) on Monday morning. Contractor shall be contacted by the COR of a scheduled event. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

## 4.0 GENERAL CLEANING IN SPECIFIC AREAS

### 4.1a Daily Service

Contractor shall perform daily room cleaning. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III)

- a. Teaching Area Room Cleaning:
- b. Student Health Clinic Rooms:
- c. Student Activities Center:
- d. Lecture Rooms
- e. Conference Rooms:

Cleaning services will be provided by Contractor once during a twenty-four hour period and usually performed Monday through Friday. For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

#### **4.2 Auditorium Room Cleaning**

In addition to room cleaning performed one time during a twenty-four hour period from Monday through Friday, (See Item 8.5) the following rooms shall be cleaned one additional time Monday mornings before 0730 hours (7:30 A.M.). For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

#### **4.3 Anatomical Teaching Laboratory (ATL) Rooms: G039 & G034**

Contractor shall provide cleaning services one time during a twenty-four hour period Monday through Friday. For specific times see the guidelines contained in the Matrix (Attachment III) pertaining to the following functions.

Sweeping or Dust Mopping  
Damp Mopping  
Room Cleaning  
Vacuuming/Spot Cleaning  
Waste Removal.

Contractor shall clean floors, by scrubbing if necessary, to remove grease or oil. Floor scrubbing operations may be performed using special (Government supplied) grease removing chemicals. Floor scrubbing operations may be performed using a (Contractor supplied) floor machine. Floor scrubbing operations may be performed using a (Government supplied) basin floor machine brush for oil and grease removal. All floor mats shall be vacuumed daily. Clean all sinks and fountains. Replenish paper towel holders and dry or liquid soap dispensers. Empty all waste receptacles.

##### **4.3a Hours of Cleaning**

ATL Cleaning will be conducted between 0500 hours (5:00 A.M.) and 0700 hours (7:00 AM.), Monday through Friday. It is the Contractor's responsibility to have the necessary personnel on hand between the hours of 0500 hours (5:00 A.M.) and 0700 hours (7:00 AM.) to complete cleaning operations.

Room cleaning services that are provided three times a week are performed every Monday, Wednesday and Friday for the following areas, rooms, offices, file rooms, study areas, libraries or laboratories: B2064A and B2064B.

***NOTE: All cleaning must be completed and floors must be dry before classes begin at 0700 hours (7:00 A.M.).***

#### **4.4 RESTROOM CLEANING**

##### **4.4a General**

(a) Restrooms shall include all bathrooms, shower rooms and tub rooms. Restroom fixtures include: water closets, urinals, toilets, lavatories, soap dispensers and sinks. All restroom fixtures shall be cleaned free of stains and odors utilizing an approved disinfectant.

(b) Sanitary napkin waste receptacles shall have their contents removed and properly disposed of. Receptacles shall then be thoroughly cleaned and disinfected.

(c) Partitions shall be cleaned and polished. Restroom walls shall be cleaned (disinfected), and be free of film, streaks and stains. All metal fixtures and hardware shall be clean and bright. Restrooms may contain shower-stalls or shower-enclosures with curtains the cleaning of which are included within the scope of this contract.

(d) Carpeted restroom floors or portions thereof shall be vacuumed clean. Tile floors shall be wet mopped with disinfectant. Ceramic floors shall **not** be waxed. Contractor shall display a sign that says "CLOSED FOR CLEANING" at the entrance to restrooms during the cleaning process.

(e) All restroom supply holders including paper toilet seat covers, paper towels, toilet paper, sanitary napkins, tampons (rooms A1 001 and B 1007 only) and soap dispensers shall be replenished. All waste receptacles shall be emptied and cleaned. Contractor shall report any equipment or fixture malfunctions to the COR.

For specific rooms, spaces, days and times see the guidelines contained in the Matrix (Attachment III).

#### **4.4b LRC Restrooms**

LRC rest rooms D3013 and D3015 shall be cleaned and serviced *one time on Sunday* in addition to the two times a day service Monday through Friday.

### **4.5 QUARTERLY CLEANING**

#### **4.5a Executive Dining Room/Glassware Washing Rooms**

The Executive Dining Room and associated kitchen shall be cleaned four times per year. The following glassware washing rooms shall be machine scrubbed quarterly: A3043, B2027, B3083, B4049, B4143 and C2054A. For specific times see the guidelines contained in the Matrix (Attachment III).

### **4.6 ANNUAL CLEANING**

Cleaning services provided by the Contractor one time during a twelve-month period. For specific times see the guidelines contained in the Matrix (Attachment III). The exterior brick and concrete entrance areas near rooms G191 and G180 shall be machine or hand scrubbed and rinsed with a pressure washer annually. All rugs and carpeted floors surfaces are to be shampooed annually.

#### **4.6a Anatomical Laboratory Stainless Steel Cleaning and Polishing**

Concerning the ATL, the government will provide Contractor with special polishing compound for cleaning the stainless steel. The following stainless steel items or areas shall be cleaned and polished annually: 48 laboratory cadaver tables, 48 grids, 48 cadaver trays, 48 service carts and all refrigeration/freezer storage units. The ATL stainless steel cleaning shall occur between June and July of each year. The ATL areas to receive stainless steel cleaning and polishing include: G039 (9,065 square feet), G033 (493 square feet), G034 (1,134 square feet), G035 (493 square feet).

### **5.0 WASTE COLLECTION, REMOVAL and RECYCLING**

#### **5.1a Trash Containers**

All trash containers and cigarette butt receptacles within USUHS shall be emptied daily and returned to their normal locations. **Trash containers located inside laboratories** shall not be emptied or removed.

USUHS/AFRRI staff will place trash containers in hallways adjacent to laboratories to be emptied by Contractor. Contractor shall leave empty trash containers on the side of the hallway containing wall-lockers (see COR for exact location). All waste containers outside of the buildings on the Plaza (first floor) level shall be emptied.

Boxes, cans and papers placed near a trash receptacle shall be removed. All corridors, lobbies, stairwells and central trash areas are to be free of all boxes, packaging materials and other debris. Trash shall be disposed of in plastic bags secured with ties. Contractor shall pick up any trash that may have fallen within the facility or grounds during collection. Trash bags shall not be left in passageways. Emptied trash containers shall be wiped clean and relined with new plastic liners. All trash shall be taken to the central trash area and compacted on a regular basis.

**Broken Glass:** Contractor shall not place broken glass in (Government provided) special containers indicated with wide red tape at top and bottom. Contractor shall not pick up and dispose of broken glass without the expressed approval of the COR or Contracting Officer. USUHS staff will dispose of special containers.

***NOTE: The Contractor shall not remove trash marked with an Infectious Waste (Biohazard) or Radioactive Material label.***

#### **5.1b Designated Smoking Areas and Ash Cans**

All ash receptacles located within any of the USUHS/AFRRI Designated Smoking Areas shall be emptied and cleaned once a week. An area encompassing ten feet from the exterior of the building outward at the Designated Smoking Areas shall be policed and swept one time per week.

#### **5.1c Outside Trash Compactor and Cardboard Compactor Areas**

Contractor shall maintain the trash and cardboard compactor area in a clean and sanitary condition. All loose trash, garbage and debris shall be removed and the area swept clean. Wet mop concrete floor and platform area utilizing an approved disinfectant. Contractor shall notify the COR of any trash compactor malfunctions.

Contractor shall clean and sweep areas vacated by the trash or cardboard compactors when they are temporarily moved. Contractor shall provide service as requested by the Contracting Officer to remove compacted trash and clean area around compactor.

#### **5.1d Cardboard Recycling**

Contractor shall separate cardboard boxes from the regular waste collected and place it in the paper/cardboard recycling compactor located on the loading dock adjacent to room G052. Contractor shall break down cardboard boxes. Contractor may store cardboard in room G015 until the next workday. Access to the recycling compactor is as follows:

1. Room G052 during the hours of 0730 hours (7:30 A.M.) through 1600 hours (4:00 P.M.), Monday through Friday.
2. On evenings when there aren't any functions being held in the Cafeteria compactor access shall be through room B1002, B1904, Elevator 49 and through rooms G062 and G063. **Contact USUHS guard force at 295-3038 to all open doors. After 1800 hours (6:00 P.M.), Contractor shall secure the roll-up door in room G063 when finished and contact the USUHS guard force.**

***NOTE: Trash compactor area includes the areas under and around compactor box and the platform area beginning at the double doors leading to Room G015 from hallway.***

#### **5.1e Commingled Recycled Paper**

Contractor shall remove all paper recyclables from individual office containers, large area containers and shredded paper throughout USUHS/AFRRI as required. Contractor shall dispose of recyclables in the prescribed manner as directed by the existing recycle contract. A copy of the recycle contract will be provided to offerors upon request.

#### **5.1f Commingled Recycled: Aluminum Cans, Plastic and Glass Bottles**

Contractor shall remove and dispose of all aluminum and plastic products collected in the large area recycle containers found throughout USUHS/AFRRI as needed. Contractor shall dispose of recyclables in the prescribed manner as directed by the existing recycle contract.

#### **5.1g Plastic Pipette Tip Boxes**

Plastic pipette tip boxes shall be removed from various collection points throughout USUHS/AFRRI. Contractor shall bag and deposit the plastic pipette tip boxes at National Institute of Health (NIH), Bethesda, MD. Contractor will deliver to NIH for disposal. USUHS/AFRRI will determine the central drop-off point at NIH.

### **6.0 STRIPPING AND WAXING, SPRAY BUFFING, MACHINE SCRUBBING AND SEALING**

#### **6.1a General**

Contractor shall perform stripping, waxing and buffing of all tile (VCT) floors unless otherwise stated herein. Contractor will provide machine scrubbing services for all ceramic tile and stone hard floor surfaces as noted herein. All interior brick floor surfaces shall be stripped, sealed and waxed **without buffing**. Contractor shall submit an advanced schedule for approval by the COR or Contracting Officer. Contractor shall give notice of pending work to be performed at least seven days in advance. Signs or notices shall be placed at each entrance/door way leading work areas notifying users of the option of refusing work until the next scheduled stripping, waxing and buffing. Contractor shall post two sided portable floor signs at each door entranceway or at various strategic locations surrounding the corridors, restrooms, elevators and public teaching areas, etc. to warn individuals the potential hazard. Portable floor signs shall contain a warning statement on both sides that read "CAUTION WET FLOOR" in large bold letters.

#### **6.1b Stripping and Waxing**

Contractor shall be required to perform stripping and waxing operations as scheduled. Stripping shall remove all built up floor finishes. All vinyl tile floors shall be waxed by applying three coats of wax after stripping. During the waxing process, Contractor shall insure that no wax is splashed on walls, baseboards, furniture or other surfaces. Contractor shall remove build- up of wax on floors next to walls or furnishings. After last coat of wax is applied, Contractor shall wait three days (72 hours) before buffing treated floor. All newly waxed floors shall present a clean uniform appearance free of scuffmarks, dirt smears, foreign substances and stains. Furniture or other equipment moved during waxing shall be returned to their original position. All stripping and waxing shall start after 1700 hours (5:00 P.M.). All areas stripped and waxed shall be ready for occupancy the following workday.

#### **6.1c Spray-buffing**

Contractor shall spray-buff floor to a maximum gloss and uniform sheen after damp mopping. All newly spray-waxed and buffed floors shall present a clean uniform appearance free of scuffmarks, dirt smears, foreign substances and stains. Furniture or other equipment moved during buffing operations shall be returned to their original positions.

#### **6.1d Machine Scrubbing**

All ceramic tile floor surfaces are to be machine scrubbed in lieu of stripping and waxing. The following glassware washing rooms shall be machine scrubbed quarterly: A3043, B2027, B3083, B4049, B4143 and C2054A.

#### **6.1e Interior Brick Floor Cleaning and Sealing**

All interior brick floors shall be stripped and sealed with a non-skid sealer recommended by the manufacturer for use on brick floors. Contractor will then apply three coats of wax, however **under no circumstance will brick floor surfaces be buffed**. Brick floor shall have a clean, clear, shiny and uniform appearance after application of sealer and final wax coats.

#### **6.1f Exterior Entrance Area Scrubbing**

Using masonry cleaner, the exterior brick and concrete entrance areas near rooms G191 and G180 shall be machine or hand scrubbed and rinsed with a pressure washer annually. All work shall be completed prior to the USUHS Graduation Ceremony.

### **7.0 SHAMPOOING CARPETS AND RUGS**

#### **7.1a General**

All rugs and carpeted floors surfaces are to be shampooed annually. All shampooing is to be scheduled in advance. Contracting Officer or COR must approve schedule. At least seven days in advance Contractor shall post signs or notices at each entrance/doorway leading to work areas giving notice of the pending service to be performed. Signs or notices shall be placed at each entrance/doorway leading work areas notifying users of the option of refusing work until the next scheduled shampooing. Contractor shall post two sided portable floor signs at each door entranceway or at various strategic locations surrounding the corridors, restrooms, elevators and public teaching areas, etc. to warn individuals of the potential hazard. Portable floor signs shall contain a warning statement on both sides that read "CAUTION WET FLOOR" in large bold letters.

All carpets and rugs shall be shampooed free of streaks, stains and spots. Carpet shall be vacuumed after shampooing. All shampooed carpets shall be dry and ready for use by the next workday. All shampooing shall be done after 1700 hours (5:00 p.m.)

Carpet tiles: All carpet tiles shall be cleaned using the "DRY" method. Spot cleaning may be accomplished by using a wet method acceptable to the carpet tile manufacturer. Under no circumstances shall the detergent have a Ph higher than 10 nor shall an excessive amount of water be used during the spot cleaning process. Replacement of damaged tile due to excessive wetting or improper detergent will be the responsibility of the Contractor.

#### **7.1b Spot Shampooing of Carpets and Rugs**

Spot cleaning shall be done any time in conjunction with any normal vacuum cleaning services being provided. See paragraph 6.0 for details. **Spot cleaning shall be provided in case of accidental spills.**

### **8.0 WINDOW CLEANING**

### **8.1a General**

Contractor shall furnish all labor, supervision, material and equipment necessary to clean all exposed exterior glass windows and doors in accordance with standard window cleaning practices. Contract includes cleaning of all glass surfaces of exterior and interior glass surfaces at Building 70 (A), Building 71 (B), Building 72 (C) and Building 73 (D) composing the main campus of USUHS. See Attachment VI for specific windows. Additional buildings include: 28, 53 and 59. Windows are required to be cleaned once a year. COR will notify the contractor thirty days in advance for services.

### **8.1b Safety**

Contractor shall cordon off areas directly below window cleaning activities. Barriers shall be positioned far enough away from the building to protect pedestrians from falling objects.

### **8.1c Cleaning Procedures**

(a) Buildings contain fixed, glass block and tilted window assemblies. Contractor shall clean only the interior of those tilted windows not blocked by modular furniture. All exterior fixed, glass block and tilted windows shall be cleaned.

(b) Furniture may have to be moved to gain access to interior window surfaces. Contractor shall replace all furniture moved during cleaning. Contractor shall clean interior glass surfaces in such a way that furniture, computers, equipment and paper are not damaged during the cleaning process.

(c) All glass surfaces, casings, frame and sills shall be free of dirt, smudges, streaks, film and fingerprints.

### **8.1d Schedule**

(a) All work shall be coordinated with the Contracting Officer's Representative (COR) in accordance with schedule provided by the Contractor.

(b) Contractor shall furnish daily reports to the Contracting Officers Representative (COR) containing, but not limited to, all scheduled work that was completed and that work on the daily schedule that was not completed.

(c) Contractor shall provide a list of all employees.

### **8.1e Equipment**

(a) Trucks, cranes, vehicles or heavy equipment of any type are prohibited on the plaza (brick surfaced area).

(b) Contractor shall use scaffolding, boatswains chairs, ropes, safety devices, platforms, ladders and other devices as needed.

***NOTES:*** All roof flashings shall remain untouched. Under no circumstances shall the contractor integrate the roof flashing, mounting or assembly of the support system and the suspension devices/equipment, utilized in the cleaning process. The contractor shall be responsible for any inadvertent damage to any building flashing and/or the mounted lighting rods.

### **8.1f Materials**

(a) All chemicals and other cleaning materials shall be used in such a manner as to not cause damage to any building elements. Contractor shall be responsible for all damage caused by the Contractor or his representatives as a result of misuse or accidental spillage of materials during the performance of this contract.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Contractor	Destination	Government
0001AA	Origin	Contractor	Destination	Government
0001AB	Origin	Contractor	Destination	Government
0001AC	Origin	Contractor	Destination	Government
0001AD	Origin	Contractor	Destination	Government
0001AE	Origin	Contractor	Destination	Government
0001AF	Origin	Contractor	Destination	Government
0002	Origin	Contractor	Destination	Government
0002AA	Origin	Contractor	Destination	Government
0002AB	Origin	Contractor	Destination	Government
0002AC	Origin	Contractor	Destination	Government
0002AD	Origin	Contractor	Destination	Government
0002AE	Origin	Contractor	Destination	Government
0002AF	Origin	Contractor	Destination	Government
0003	Origin	Contractor	Destination	Government
0003AA	Origin	Contractor	Destination	Government
0003AB	Origin	Contractor	Destination	Government
0003AC	Origin	Contractor	Destination	Government
0003AD	Origin	Contractor	Destination	Government
0003AE	Origin	Contractor	Destination	Government
0003AF	Origin	Contractor	Destination	Government
0004	Origin	Contractor	Destination	Government
0004AA	Origin	Contractor	Destination	Government
0004AB	Origin	Contractor	Destination	Government
0004AC	Origin	Contractor	Destination	Government
0004AD	Origin	Contractor	Destination	Government
0004AE	Origin	Contractor	Destination	Government
0004AF	Origin	Contractor	Destination	Government
0005	Origin	Contractor	Destination	Government
0005AA	Origin	Contractor	Destination	Government
0005AB	Origin	Contractor	Destination	Government
0005AC	Origin	Contractor	Destination	Government
0005AD	Origin	Contractor	Destination	Government
0005AE	Origin	Contractor	Destination	Government
0005AF	Origin	Contractor	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

252.246-7000

Material Inspection And Receiving Report

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

## 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
- (d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(End of clause)

### CONTRACTOR'S RESPONSIBILITY

#### E.1

The contractor is responsible for the day-to-day inspection and monitoring of all contractors' work performed to ensure compliance with the contract requirements. The results of all inspections conducted by the contractor shall be documented in inspection reports and made available to the Contracting Officer's Representative (COR) according to the Government-approved Quality Control Plan.

Inspection and acceptance of service/supplies rendered under any resultant contract shall be made by the COR. The COR will be designated in writing at the time of contract award.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	FACILITIES (FAC) GERALD LIVERETTE 4301 JONES BRIDGE ROAD BETHESDA MD 20814-4799 301-295-9458 FOB: Destination	
0001AA	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AB	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AC	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AD	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AE	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AF	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AA	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AB	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AC	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AD	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AE	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AF	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	

0003	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003AA	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003AB	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003AC	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003AD	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003AE	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0003AF	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004AA	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004AB	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004AC	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004AD	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004AE	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0004AF	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0005	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0005AA	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0005AB	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0005AC	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination

0005AD POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0005AE POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
0005AF POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
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## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(b) The Contractor shall--

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

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

(2) Prepare and distribute commercial bills of lading;

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

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

PLACE OF PERFORMANCE

F.1 PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at:

Uniformed Services University of the Health Sciences (USUHS)  
4301 Jones Bridge Road  
Bethesda, MD 20814-4799

and

Armed Forces Radiobiology Research Institute (AFRRI)  
8901 Wisconsin Avenue  
Bldg 42  
Bethesda, MD 20889-5603

F.2 TERM OF CONTRACT

The base period of performance of this contract shall commence on October 1, 2003 through September 30, 2004. The base contract contains an option clause, 52.217-9, an option to extend the term of the contract. The four options will consist of 12-month period. The total duration of this contract, including the exercise of any options, will not exceed 5 years.

## Section G - Contract Administration Data

ADMINISTRATION DATA

## H.1 ADDRESS OF CORRESPONDENCE

All correspondence, except as otherwise specified, shall be directed to the following address:

Uniformed Services University of the Health Sciences  
 Directorate of Contracting  
 Bldg. A, Rm. A1040C  
 4301 Jones Bridge Road  
 Bethesda, MD 20814-4799  
 Attn: Christina E. Johnson

M/F: Contract No. (Given at time of an award)

## H.2 8(a) SET-ASIDE

This requirement is 100% 8(a) set-aside. All 8(a) contractors must provide a certification letter of their 8(a) status.

## H.3 LABOR CONDITIONS

This requirement is not a union contract. The labor conditions are subject to the Service Contract Act of 1965. The latest Wage Determination (Attachment IV) is incorporated.

## CLAUSES INCORPORATED BY FULL TEXT

## USUHS-003 INVOICE AND BILLING INFORMATION

(a) Submission of Proper Invoice. In order to initiate a payment, the Contractor shall submit proper invoices for reimbursement in the manner and format described herein.

(b) Form. The contractor may use its own form, but all of the information specified in the "Prompt Payment" clause must be on the invoice. It is preferred that vouchers be submitted on the Government Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801 or web address [www.gpo.gov](http://www.gpo.gov).

(c) Address. Submit all proper invoices to the following addresses as indicated:

(X) 3 Copies to	Invoice Control - USUHS M/F: Cite Contract Number Directorate of Contracting, Bldg. A 4301 Jones Bridge Road Bethesda, MD 20814-4799	or	E-Mail to <a href="mailto:ssilbergeld@usuhs.mil">ssilbergeld@usuhs.mil</a> FAX to 301 295-1716
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(d) Number of copies. One original and two copies are required as specified above.

(e) Billing Cycle. Invoices for this contract may be submitted:

(  ) Monthly    (  ) Quarterly    (  ) Once Upon Completion or Delivery    (  ) Other

#### **USUHS-005 COR DESIGNATION AND AUTHORITY**

The Contracting Officer has designated [to be supplied at time of award] as the Contracting Officer's Representative (COR) under this contract.

The COR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract is effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The COR may give technical direction to the Contractor, which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COR:

- must be consistent with the general scope of work set forth in this contract;
- may not constitute new assignment of work nor change be expressed terms, conditions or specifications of this contract; and
- shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

- include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "Changes" clause; and
- include the Contractor's best estimate as to the revision of the current estimated cost, fee, performance time, delivery schedules or any other contractual provision that would result from implementing the COR's technical direction.

If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted under that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate, the written direction issued hereunder shall constitute the required Change direction.

Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of the Clause of the General Provision entitled, "Disputes. "

The Contracting Officer is the **ONLY PERSON AUTHORIZED TO APPROVE CHANGES** in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post award functions in administering and enforcing this contract in accordance with its terms and conditions.

The individuals identified below shall be contacted in connection with the overall administration and coordination of this contract:

Contract Specialist:	Christina Johnson
Telephone Number:	301-295-3069
Fax:	301-295-1716

Contracting Officer's Representative:	Given at award
Telephone Number:	
Fax:	

Contracting Officer:	Beverly Roberts
Telephone Number:	301-295-3868
Fax:	301-295-1716

## Section H - Special Contract Requirements

### INSTRUCTIONS

#### H.1. INSURANCE REQUIREMENTS

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate (proof of insurance) upon request by the Contracting Officer, but no later than 30 days after award:

- (1) Workmen's Compensation: As required by law of the State of Maryland.
- (2) Employer's Liability: \$100,000
- (3) Comprehensive General Liability: \$200,000 each occurrence.

#### H.2. OBSERVATION PERIOD

The Contractor may be provided an observation period of up to two (2) weeks prior to fully take over of services to be performed under this contract. The observation period shall be at no cost to the Government and solely at the option of the Contractor.

A Contractor representative may observe the current work effort prior to fully taking over of the Custodial operations. During this transition phase, the Contractor may interface with the current Contractor to determine general work effort required during contract performance.

#### H.3. RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL

- a. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative (COR) identified in the contract, the change will be considered to have been made without authority. **Only** the designated COR or the Contracting Officer may give technical direction to the Contractor, which falls within the compliance of the contract. No other Government employee has the authority to direct any Contractor employee to perform any duties.
- b. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee relationship exist or will exist under the contract between the Government and the Contractor and/or between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.
- c. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over military or civilian personnel, or personnel of other prime contractors, performing under this contract.
- d. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.
- e. Rules, regulations, directives and requirements which are issued during the contract term by USUHS, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This

requirement shall not be construed or interpreted to establish any degree of Government control, which is inconsistent with the intent of a non-personal, services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.

f. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgment and discretion on behalf of the contractor.

#### H.4 COMPLIANCE WITH ENVIRONMENTAL AND HAZARDOUS CONDITIONS

The Contractor shall assume responsibility for knowledge of, application of, and training of contractor's employees for compliance with all applicable (1) federal, state, and local environmental, occupational statutes, instructions, manuals, handbooks, regulations, guidance, policy letters, and rules (including all changes and amendments), and (2) presidential Executive Orders, in effect on the date of issuance of each.

The Contractor shall ensure that all personnel under his control have a thorough understanding of the respiratory protection requirements and ensure that his subordinates comply with all applicable facets of the respiratory protection regulations.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract

resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

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

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

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

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

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

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-1	Authorization and Consent	JUL 1995
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

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

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

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

(6) Terms of any prompt payment discount offered;

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

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

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

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

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

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

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

(Contracting Officer shall check as appropriate.)

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

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

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

- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

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

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

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

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

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

Alternate I of 52.247-64.

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

(Contracting Officer check as appropriate.)

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

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

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

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

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

(d) 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, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(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 sixty days.

(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 by written notice to the Contractor within thirty days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 2007.

(End of clause)

## 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Directorate of Contracting, USUHS the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Directorate of Contracting, USUHS, the Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Directorate of Contracting, USUHS.

## 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 1999)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing

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

(2) The \_\_\_\_\_ (insert name of SBA's contractor) will notify the Contracting Directorate, USUHS, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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

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

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

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

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

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

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

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

Contracting Officer within 30 days of receipt that additional time is necessary.

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

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

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

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

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

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

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

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

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

obligation under law or contract for payment of a higher wage to any employee.

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

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

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

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

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

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor

(predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage/Fringe Benefits
WG-02	\$9.74 per hour
WG-03	\$10.96 per hour

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as

practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 100 % percent of the bid price (base period only).

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

(End of clause)

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing

financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$ \_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$ \_\_\_\_\_.  
This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_

[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

(End of clause)

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

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

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

(2) The facts warrant an equitable adjustment.

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

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

(1) For reasonable wear and tear;

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

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

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

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

(End of clause)

#### 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

(End of clause)

#### 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

ATTACHMENTS

ATTACHMENT I	CONTRACTOR'S WRITTEN QUESTION FORM
ATTACHMENT II	BUILDING FLOOR PLANS
ATTACHMENT III	MATRIX FOR SPACES – USUHS AND AFRII COVERED UNDER CONTRACT
APPENDIX 1	MATRIX CODES
ATTACHMENT IV	WAGE DETERMINATION
ATTACHMENT V	GOVERNMENT FURNISHED FACILITIES
ATTACHMENT VI	WINDOW CLEANING SCHEDULE

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

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

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

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

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

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

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

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

Over 1,000  Over \$17 million

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its

knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

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(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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

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

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

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

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is \$14,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

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

(c) Definitions. As used in this provision--

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 the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

(b) Representations.

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

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

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

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

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

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

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of

cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 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 Uniformed Services University of the Health Sciences, Contracting Directorate, Rm. A1040C, 4301 Jones Bridge Road, Bethesda, MD 20814-4799.

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

(End of provision)

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

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

(End of clause)

#### 52.252-1 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>

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

are provided as attachments in Section J

USUHS website: [www.usuhs.mil](http://www.usuhs.mil)

(End of Clause)

PAST PERFORMANCE

(II) PAST PERFORMANCE

(a) Provide five (5) most recent summary descriptions of building cleaning/maintenance efforts undertaken by your organization in private sector firms and/or in Federal, state or local government agencies that would substantiate a claim of ability to perform the kind of work described herein. If your firm held no previous federal contract, please provide at least two (2) references on each contract held. Separately, provide the same information for each proposed subcontractor, if any. Descriptions shall include the following:

- (i) Identification and description of services/products provided to the firm or agency, including objectives, methodology, achievements and innovations. Specify the functional category of the activity in which services were rendered.
- (ii) Identification of the firm or agency, including names and telephone numbers of individuals for who services were performed.
- (iii) Dates when the services/products were performed.
- (iv) Final cost to the agency or firm.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

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

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

## (I) PERFORMANCE CAPABILITY

Offerors shall include the following descriptive material in their technical proposals. The descriptions of the approach and implementation strategies to be used should be precise, brief and relevant to the stated objectives. The proposal must be adequate to demonstrate how the cleaning/maintenance "outcomes" will be met through the strategies that are being proposed.

a. Proposed Planning, Execution and Quality Control: It is the Government's intent to have the successful contractor establish and implement a total quality control program by stressing the importance of accomplishing the requirements stated in the contract "the first time" rather than relying on an extensive system of inspections and subsequent remedial actions including monetary deductions. The submissions to this section shall reflect a program designed to meet the Government's needs.

1. Work Planning and Execution: The offeror must provide a work schedule necessary to assure that all the requirements of the contract are as specified. The program must address a detailed plan for schedules and executing all cleaning activities by item/service and day/time performed and for reporting completion to the COR.

2. Quality Control: The offeror, in conjunction with item 1 above, shall develop and implement a total quality control plan that, at a minimum, must include the following:

(a) A detailed description of the system used to inspect all services covered by the contract;

(b) A description of the system used to identify and correct deficiencies in the quality and/or timeliness of the service;

(c) A file of all inspection reports or equivalent, including all corrective actions taken by the contractor; and

(d) If you plan to use subcontractors as a means of enhancing your ability to accomplish work as described herein, identify the subcontractors and describe how you will assure their conformance to services, schedule, and quality requirements. If you do not contemplate using subcontractors, you must so state.

b. Organizational Description: Depict the structure of the organization, showing clearly the position within the structure of the organizational component that will accomplish the work of this contract.

1. Management: Describe how work under this contract will be organized and managed and provide an overview of the contemplated flow of work and information. If you will use subcontractors as a means of enhancing your organization's ability to accomplish work described herein, identify the subcontractors, describe their qualifications and capability to perform the work under this contract, and describe how you will assure conformance to the service, product,

schedule, and quality requirements stated herein. Affirmatively state if you do not contemplate using subcontractors.

## 2. Staff Capabilities

(a) Managers/Supervisors - Provide resumes of managers/supervisors who will be assigned to work resulting from this RFP. Resumes must be sufficiently detailed to permit assessment of the capability of the assigned managers/supervisors to perform the work as outlined in the Statement of Work.

(b) Staff - Describe the type of training, including customer service training, provided to all members of the offeror's staff who will work on this contract.

## (II) PAST PERFORMANCE

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. The Government may use past performance information obtained from other than the sources identified by the offeror and that the information obtained will be used for both the responsibility determination and the best value decision.

The evaluation will consider:

- (a) similarity or dissimilarity of size, scope, and complexity of experience to current contract requirements, and recentness of performance
- (b) the offeror's demonstrated ability to provide quality services;
- (c) the offeror's ability to complete services on time; and
- (d) the offeror's ability to develop and maintain productive and responsible business relations and address concerns and resolve problems during contract performance.

## (III) PRICE EVALUATION

The Government may use price analysis to evaluate the prices proposed, not only to determine whether the price is reasonable, but also to determine the offeror's understanding of the work and the ability to perform the contract. The Price Proposal will be evaluated for the base period and all option periods. The Price Proposal shall be evaluated to determine completeness (responsiveness in providing all RFP requirements) and reasonableness (acceptability and validity of the price estimating methodology. To assist in determining reasonableness, evaluation of an offeror's proposal may include verification of the rates proposed.

### Relative Importance of Evaluation Factors

Technical and cost are equal. Past performance is significantly less important than technical and cost.

## (I) PERFORMANCE CAPABILITY

- (a) Proposed Planning, Execution and Quality Control is more important than Organizational Description.
- (b) Of the two elements of Proposed Planning, Execution and Quality Control, Work Planning and Execution is substantially more important than Quality Control.
- (c) Of the two elements of the Organization Description, Management is substantially more important than

Staff Capabilities.

(d) All sub elements are of equal importance.

(II) PAST PERFORMANCE

(a) The Past Performance sub factors are all equal in importance to each other.

(III) PRICE EVALUATION

(a) Proposals will be evaluated to determine whether offered prices are realistic in relation to the work to be performed, reflect a clear understanding of the requirements, and are consistent with other portions of the offeror's proposal.

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

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

(End of clause)

EVALUATION CRITERIA

The evaluation will be based on the demonstrated capabilities of the prospective contractor in relation to the needs of the project as set forth in the RFP. The merits of the proposal will be evaluated carefully. The following criteria are those that will be applied in the evaluation of your proposal.

The assigned weights for each factor are shown below:

Evaluation Criteria	Weight
1. Performance Capability	45%
2. Price	45%
3. Past Performance	10%
Total	100%

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)