

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

1. REQUISITION NUMBER  
D-8-D9-35-DE-L32 000

PAGE 1 OF 113

**1. OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER TIRNO-08-R-00022	6. SOLICITATION ISSUE DATE 09/12/2008
7. FOR SOLICITATION INFORMATION CALL: a. NAME CHANDLER, RICHARD H		b. TELEPHONE NUMBER (No collect calls) 202-283-5815		8. OFFER DUE DATE/ LOCAL TIME 10/16/2008 12:00 PM

9. ISSUED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745	CODE IRS0088	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: <b>561730</b> SIZE STANDARD: <b>\$6.5 Million Avg. Annual Receipts</b>	% FOR <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO IRS-Enterprise Computing Center Attn: Anita Cooper MS #2225 250 Murall Drive Kearneysville, WV 25430 304-264-5522	CODE 25430283	16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745	CODE IRS0088
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17a. CONTRACTOR/OFFEROR TO ALL OFFERORS ., DC .	CODE 00055905	FACILITY CODE	18a. PAYMENT WILL BE MADE BY IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 254-3300 Beckley, WV 25802	CODE INVB030
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>Period of Performance 12/1/2008 through 09/30/2009 pending availability of funds.</b>				
0001	Landscape and Grounds Maintenance at ECC Main Building (Main Building #RWV0191), in accordance with 3.0 of the Performance Work Statement (PWS).	10.00	MO	_____	_____
0002	Landscape and Grounds Maintenance at ECC Annex (ANNEX/AOE Building #RWV0158), in <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	12.00	MO	_____	_____

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449** (REV. 3/2005)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) Statement (PWS).				
0003	Additional Landscaping and Grounds Maintenance services, in accordance with 3.0 of the Performance Work Statement (PWS).	1.00	JB		
000301	Gardener	20.00	HR	_____	_____
000302	Laborer, Grounds Maintenance	200.00	HR	_____	_____
000303	Pruner	60.00	HR	_____	_____
000304	Tractor Operator	40.00	HR	_____	_____
000305	Truck Driver, Light	20.00	HR	_____	_____
000306	Truck Driver, Medium	40.00	HR	_____	_____
000307	Truck Driver, Heavy	10.00	HR	_____	_____
000308	Truck Driver, Tractor-Trailer	10.00	HR	_____	_____
0004	Routine operation, preventative maintenance (PM) and repair of ECC campus-wide	12.00	MO	_____	_____

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL	<input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
<input type="checkbox"/>					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42.a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
			42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) irrigation system, in accordance with 4.1 of the Performance Work Statement (PWS).				
0005	Non-routine maintenance and equipment in accordance with 4.2 of the Performance Work Statement.	1.00	JB		
000501	Laborer, Grounds Maintenance	200.00	HR	_____	_____
000502	Pipefitter, Maintenance	100.00	HR	_____	_____
0006	Snow removal services for ECC Main Building (Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
000601	Sidewalks, up to 2"	8.00	EA	_____	_____
000602	Parking Lots, up to 2"	4.00	EA	_____	_____
000603	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
000604	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
000605	All Areas, 10.1" to 14.0"	2.00	EA	_____	_____
000606	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
000607	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
000608	All Areas, Over 24.0"	1.00	EA	_____	_____
0007	Snow removal services for ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
000701	Sidewalks, up to 2"	8.00	EA	_____	_____
000702	Parking Lots, up to 2"	4.00	EA	_____	_____
000703	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____

FORM 1449 CONTINUE SHEET 1

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
000704	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
000705	All Areas, 10.0" to 14.0"	2.00	EA	_____	_____
000706	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
000707	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
000708	All Areas, Over 24.0"	1.00	EA	_____	_____
0008	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Main Building (Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
0009	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
0010	Loading and Hauling snow from ECC Main Building (Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
001001	Truck Charges	500.00	HR	_____	_____
001002	Front End Loader Charges	500.00	HR	_____	_____
0011	Loading and Hauling snow from ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
001101	Truck Charges	500.00	HR	_____	_____
001102	Front End Loader Charges	500.00	HR	_____	_____
0012	Power Sweep Campus parking lots	1.00	JB	_____	_____

FORM 1449 CONTINUE SHEET 2

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
	<b>OPTION YEAR I</b> <b>Period of Performance 10/1/2009 through</b> <b>09/30/2010 pending availability of funds.</b>				
1001	Landscape and Grounds Maintenance at ECC Main Building (Main Building #RWV0191), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
1002	Landscape and Grounds Maintenance at ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
1003	Additional Landscaping and Grounds Maintenance services, in accordance with 3.0 of the Performance Work Statement (PWS).	1.00	JB		
100301	Gardener	20.00	HR	_____	_____
100302	Laborer, Grounds Maintenance	200.00	HR	_____	_____
100303	Pruner	60.00	HR	_____	_____
100304	Tractor Operator	40.00	HR	_____	_____
100305	Truck Driver, Light	20.00	HR	_____	_____
100306	Truck Driver, Medium	40.00	HR	_____	_____
100307	Truck Driver, Heavy	10.00	HR	_____	_____
100308	Truck Driver, Tractor-Trailer	10.00	HR	_____	_____
1004	Routine operation, preventative maintenance (PM) and repair of ECC campus-wide irrigation system, in accordance with 4.1 of	12.00	MO	_____	_____

FORM 1449 CONTINUE SHEET 3

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) the Performance Work Statement (PWS).				
1005	Non-routine maintenance and equipment in accordance with 4.2 of the Performance Work Statement.	1.00	JB		
100501	Laborer, Grounds Maintenance	200.00	HR	_____	_____
100502	Pipefitter, Maintenance	100.00	HR	_____	_____
1006	Snow removal services for ECC Main Building (Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
100601	Sidewalks, up to 2"	8.00	EA	_____	_____
100602	Parking Lots, up to 2"	4.00	EA	_____	_____
100603	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
100604	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
100605	All Areas, 10.1" to 14.0"	2.00	EA	_____	_____
100606	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
100607	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
100608	All Areas, Over 24.0"	1.00	EA	_____	_____
1007	Snow removal services for ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
100701	Sidewalks, up to 2"	8.00	EA	_____	_____
100702	Parking Lots, up to 2"	4.00	EA	_____	_____
100703	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
100704	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
100705	All Areas, 10.0" to 14.0"	2.00	EA	_____	_____
100706	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
100707	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
100708	All Areas, Over 24.0"	1.00	EA	_____	_____
1008	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Main Building (Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
1009	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
1010	Loading and Hauling snow from ECC Main Building (Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
101001	Truck Charges	500.00	HR	_____	_____
101002	Front End Loader Charges	500.00	HR	_____	_____
1011	Loading and Hauling snow from ECC Annex (ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
101101	Truck Charges	500.00	HR	_____	_____
101102	Front End Loader Charges	500.00	HR	_____	_____
1012	Power Sweep Campus parking lots	1.00	JB	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
	<b>OPTION YEAR II - Period of Performance 10/1/2010 through 09/30/2011 pending availability of funds.</b>				
2001	Landscape and Grounds Maintenance at ECC Main Building(Main Building #RWV0191), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
2002	Landscape and Grounds Maintenance at ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
2003	Additional Landscaping and Grounds Maintenance services, in accordance with 3.0 of the Performance Work Statement (PWS).	1.00	JB		
200301	Gardener	20.00	HR	_____	_____
200302	Laborer, Grounds Maintenance	200.00	HR	_____	_____
200303	Pruner	60.00	HR	_____	_____
200304	Tractor Operator	40.00	HR	_____	_____
200305	Truck Driver, Light	20.00	HR	_____	_____
200306	Truck Driver, Medium	40.00	HR	_____	_____
200307	Truck Driver, Heavy	10.00	HR	_____	_____
200308	Truck Driver, Tractor-Trailer	10.00	HR	_____	_____
2004	Routine operation, preventative maintenance (PM) and repair of ECC campus-wide irrigation system, in accordance with 4.1 of the Performance Work Statement (PWS).	12.00	MO	_____	_____



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
2005	Non-routine maintenance and equipment in accordance with 4.2 of the Performance Work Statement.	1.00	JB		
200501	Laborer, Grounds Maintenance	200.00	HR	_____	_____
200502	Pipefitter, Maintenance	100.00	HR	_____	_____
2006	Snow removal services for ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
200601	Sidewalks, up to 2"	8.00	EA	_____	_____
200602	Parking Lots, up to 2"	4.00	EA	_____	_____
200603	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
200604	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
200605	All Areas, 10.1" to 14.0"	2.00	EA	_____	_____
200606	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
200607	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
200608	All Areas, Over 24.0"	1.00	EA	_____	_____
2007	Snow removal services for ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
200701	Sidewalks, up to 2"	8.00	EA	_____	_____
200702	Parking Lots, up to 2"	4.00	EA	_____	_____
200703	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
200704	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____

FORM 1449 CONTINUE SHEET 7

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
200705	All Areas, 10.0" to 14.0"	2.00	EA	_____	_____
200706	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
200707	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
200708	All Areas, Over 24.0"	1.00	EA	_____	_____
2008	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
2009	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
2010	Loading and Hauling snow from ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
201001	Truck Charges	500.00	HR	_____	_____
201002	Front End Loader Charges	500.00	HR	_____	_____
2011	Loading and Hauling snow from ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
201101	Truck Charges	500.00	HR	_____	_____
201102	Front End Loader Charges	500.00	HR	_____	_____
2012	Power Sweep Campus parking lots	1.00	JB	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
	<b>OPTION YEAR III - Period of Performance 10/1/2011 through 09/30/2012 pending availability of funds.</b>				
3001	Landscape and Grounds Maintenance at ECC Main Building(Main Building #RWV0191), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
3002	Landscape and Grounds Maintenance at ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
3003	Additional Landscaping and Grounds Maintenance services, in accordance with 3.0 of the Performance Work Statement (PWS).	1.00	JB		
300301	Gardener	20.00	HR	_____	_____
300302	Laborer, Grounds Maintenance	200.00	HR	_____	_____
300303	Pruner	60.00	HR	_____	_____
300304	Tractor Operator	40.00	HR	_____	_____
300305	Truck Driver, Light	20.00	HR	_____	_____
300306	Truck Driver, Medium	40.00	HR	_____	_____
300307	Truck Driver, Heavy	10.00	HR	_____	_____
300308	Truck Driver, Tractor-Trailer	10.00	HR	_____	_____
3004	Routine operation, preventative maintenance (PM) and repair of ECC campus-wide irrigation system, in accordance with 4.1 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
3005	Non-routine maintenance and equipment in accordance with 4.2 of the Performance Work Statement.	1.00	JB		

FORM 1449 CONTINUE SHEET 9

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
300501	Laborer, Grounds Maintenance	200.00	HR	_____	_____
300502	Pipefitter, Maintenance	100.00	HR	_____	_____
3006	Snow removal services for ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
300601	Sidewalks, up to 2"	8.00	EA	_____	_____
300602	Parking Lots, up to 2"	4.00	EA	_____	_____
300603	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
300604	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
300605	All Areas, 10.1" to 14.0"	2.00	EA	_____	_____
300606	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
300607	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
300608	All Areas, Over 24.0"	1.00	EA	_____	_____
3007	Snow removal services for ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
300701	Sidewalks, up to 2"	8.00	EA	_____	_____
300702	Parking Lots, up to 2"	4.00	EA	_____	_____
300703	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
300704	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
300705	All Areas, 10.0" to 14.0"	2.00	EA	_____	_____

FORM 1449 CONTINUE SHEET 10

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
300706	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
300707	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
300708	All Areas, Over 24.0"	1.00	EA	_____	_____
3008	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
3009	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
3010	Loading and Hauling snow from ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
301001	Truck Charges	500.00	HR	_____	_____
301002	Front End Loader Charges	500.00	HR	_____	_____
3011	Loading and Hauling snow from ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
301101	Truck Charges	500.00	HR	_____	_____
301102	Front End Loader Charges	500.00	HR	_____	_____
3012	Power Sweep Campus parking lots	1.00	JB	_____	_____

FORM 1449 CONTINUE SHEET 11

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
	<b>OPTION YEAR IV - Period of Performance 10/1/2012 through 09/30/2013 pending availability of funds.</b>				
4001	Landscape and Grounds Maintenance at ECC Main Building(Main Building #RWV0191), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
4002	Landscape and Grounds Maintenance at ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 3.0 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
4003	Additional Landscaping and Grounds Maintenance services, in accordance with 3.0 of the Performance Work Statement (PWS).	1.00	JB		
400301	Gardener	20.00	HR	_____	_____
400302	Laborer, Grounds Maintenance	200.00	HR	_____	_____
400303	Pruner	60.00	HR	_____	_____
400304	Tractor Operator	40.00	HR	_____	_____
400305	Truck Driver, Light	20.00	HR	_____	_____
400306	Truck Driver, Medium	40.00	HR	_____	_____
400307	Truck Driver, Heavy	10.00	HR	_____	_____
400308	Truck Driver, Tractor-Trailer	10.00	HR	_____	_____
4004	Routine operation, preventative maintenance (PM) and repair of ECC campus-wide irrigation system, in accordance with 4.1 of the Performance Work Statement (PWS).	12.00	MO	_____	_____
4005	Non-routine maintenance and equipment in accordance with 4.2 of the Performance Work Statement.	1.00	JB		

FORM 1449 CONTINUE SHEET 12

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
400501	Laborer, Grounds Maintenance	200.00	HR	_____	_____
400502	Pipefitter, Maintenance	100.00	HR	_____	_____
4006	Snow removal services for ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
400601	Sidewalks, up to 2"	8.00	EA	_____	_____
400602	Parking Lots, up to 2"	4.00	EA	_____	_____
400603	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
400604	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
400605	All Areas, 10.1" to 14.0"	2.00	EA	_____	_____
400606	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
400607	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
400608	All Areas, Over 24.0"	1.00	EA	_____	_____
4007	Snow removal services for ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS), as follows:	1.00	EA	_____	_____
400701	Sidewalks, up to 2"	8.00	EA	_____	_____
400702	Parking Lots, up to 2"	4.00	EA	_____	_____
400703	All Areas, 2.1" to 6.0"	6.00	EA	_____	_____
400704	All Areas, 6.1" to 10.0"	4.00	EA	_____	_____
400705	All Areas, 10.0" to 14.0"	2.00	EA	_____	_____

FORM 1449 CONTINUE SHEET 13

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
400706	All Areas, 14.1" to 18.0"	1.00	EA	_____	_____
400707	All Areas, 18.1" to 24.0"	1.00	EA	_____	_____
400708	All Areas, Over 24.0"	1.00	EA	_____	_____
4008	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
4009	Spreading of Environmentally and Economically beneficial product / agent on parking lots and sidewalks at ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	20.00	EA	_____	_____
4010	Loading and Hauling snow from ECC Main Building(Main Building #RWV0191), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
401001	Truck Charges	500.00	HR	_____	_____
401002	Front End Loader Charges	500.00	HR	_____	_____
4011	Loading and Hauling snow from ECC Annex(ANNEX/AOE Building #RWV0158), in accordance with 5.0 of the Performance Work Statement (PWS).	1.00	JB	_____	_____
401101	Truck Charges	500.00	HR	_____	_____
401102	Front End Loader Charges	500.00	HR	_____	_____
4012	Power Sweep Campus parking lots	1.00	JB	_____	_____

FORM 1449 CONTINUE SHEET 14



**The following pricing instructions apply:**

Offerors should price Item Numbers ending in **01, 02 and 04** on a monthly basis (fixed).

Item Numbers ending in **03 and 05** are items which will be ordered by the Government on an “as needed” basis.

Offerors should price Item Numbers ending in **06 or 07** on a “per instance” basis, on a sliding scale considering the depth of snowfall.

Offerors should price Item Numbers ending in **08, 09 and 12** on a “per instance” basis. Prices should include labor, and environmentally and economically beneficial agents / products needed to perform the tasks.

Item Numbers ending in **10 and 11** are hourly charges for the use of trucks and front end loaders to load large quantities of snow and haul them to designated areas away from buildings and parking lots.

Again, the hours and quantities shown in the CLIN’s are the best estimates at the time of solicitation, and may change based-upon actual climatic conditions.

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

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
		(OCT 1995)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)	(JUL 1996)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	(DEC 1996)
52.222-3	CONVICT LABOR (JUN 2003)	(JUN 2003)
52.222-41	SERVICE CONTRACT ACT OF 1965.	(MAY 1989)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (Nov 2006)	(MAY 1989)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)	(JAN 1997)
52.223-3 I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JUL 1995)	(JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (May 2001)	(May 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (June 2008)	(DEC 2003)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	(JAN 1997)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	(JAN 1991)
52.232-18	AVAILABILITY OF FUNDS (Apr 1984)	(Apr 1984)
52.233-3	PROTEST AFTER AWARD (AUG 1996)	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)	(APR 1984)
52.204-9	[52.204-9] Personal Identity Verification of Contractor Personnel.(SEPT 2007)	
52.203-6 I	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT -- ALTERNATE I (OCT 1995)	(JUL 1995)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	(AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)	(JUL 1995)
52.212-4	Contract Terms and Conditions_Commercial Items(Feb 2007)	(Feb 2002)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	(APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)	(JUL 1995)
52.242-15	STOP-WORK ORDER (AUG 1989)	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)	(APR 1984)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)	(AUG 1996)
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)	(APR 1984)
52.247-28	CONTRACTOR'S INVOICES (APR 1984)	(APR 1984)
52.223-6	DRUG-FREE WORKPLACE (May 2001)	(May 2001)
52.232-18	AVAILABILITY OF FUNDS (Apr 1984)	(Apr 1984)
52.246-20	WARRANTY OF SERVICES (MAR 2001)	(MAR 2001)

(End of clause)

### **52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated

information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of

formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

## **1052.204-9001 Identification/Badging Requirements**

### **IDENTIFICATION / BADGING REQUIREMENTS (MAR 1998)**

During the period of this contract, access to IRS facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all Government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

[End of clause]

## **52.216-18 Ordering**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Dec. 1<sup>st</sup> 2008 through September 30, 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

(a) It is the policy of the United States that small business concerns, veteran-owned small

business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract-

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that-

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

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

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

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

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

## **52.202-1 DEFINITIONS (Dec 2001)**

(a) "Agency head" or "head of the agency" means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the agency.

(b) "Commercial component" means any component that is a commercial item.

(c) "Commercial item" means--

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs

(c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs

(c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in

combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) "Non-developmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)



**1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)**

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared to coincide with the anniversary date of the contract. Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of clause]

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Feb 2008)(DEC 2007)**

a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

- (4) [Reserved]

- X (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.

- (iii) Alternate II (Mar 2004) of 52.219-6.

- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.

- (iii) Alternate II (Mar 2004) of 52.219-7.

- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- (8) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.

- X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

- (10) 52.219-16, Liquidated Damages Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- (ii) Alternate I (June 2003) of 52.219-23.

- (12) 52.219-25, Small Disadvantaged Business Participation Program\_Disadvantaged Status and

Reporting (APR 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program\_Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

(17) 52.222-19, Child Labor\_Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).  
(ii) Alternate I (AUG 2007) of 52.222-50.

(25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(28) 52.225-1, Buy American Act\_Supplies (June 2003) (41 U.S.C. 10a-10d).

(29)(i) 52.225-3, Buy American Act\_Free Trade Agreements\_Israeli Trade Act (Aug 2007) (41

U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer\_Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(37) 52.232-34, Payment by Electronic Funds Transfer\_Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41

U.S.C. 351, et seq.).

X(3) 52.222-43, Fair Labor Standards Act and Service Contract Act\_Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment\_Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services\_Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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(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)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

(End of Clause)

#### **52.212-5 I CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS --ALTERNATE I (FEB 2000)**

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to paragraphs (a), (b), (c), or (d) of this clause in the re-designated paragraph (d) to read paragraphs (a), (b), and (c) of this clause.

#### **52.247-25 GOVERNMENT-FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS (APR 1984)**

The Government may provide, with or without operators, when required, to the successful offeror, upon start of contract and proof of training to operate, a Steiner 430 MAX tractor with cab, blade, rotary broom and snow blower attachments. The successful offeror shall maintain, repair, and replace such equipment to ensure that it remains in proper and reliable operating

condition. At the close of the contract performance period, the successful offeror shall return equipment to the Government in the same condition and quantity as received, except for normal wear and tear.

(End of clause)

**DT1052.201-70 1052.201-70 CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (SEP 1997)**

(a) The contracting officer's technical representative is **Anita L. Cooper**.

(b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s) / work statement. The COTR does not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;

(2) constitutes a change as defined in the clause entitled "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,

(6) directs, supervises or otherwise controls the actions of the contractors employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

**IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS**

Effective May 1, 2002, in order to receive payments under this contract / award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days. The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors not required to register in CCR may use the ACH Vendor/Miscellaneous Payment Enrollment Form to record their EFT payment information. COs will forward completed forms to BFC by:



E-Mail: [CFOBFC.InvoiceLink@irs.gov](mailto:CFOBFC.InvoiceLink@irs.gov)  
Fax: (304) 254-3344; or  
Mail to: Internal Revenue Service  
Beckley Finance Center  
ATTN: Vendor Code Coordinator  
P.O. Box 9002  
Beckley, WV 25802

The CO shall advise the contractor to complete the form, Request for Waiver of Electronic Funds Transfer (EFT) Payment for Individuals, and submit it to BFC whenever an individual or sole proprietor contractor is not required to register in CCR, and qualifies for a waiver from EFT payments.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:

\*CFO BFC CCR Payment [Information@irs.gov](mailto:Information@irs.gov)

## **IR1052-01-002 PAID SYSTEM**

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered

contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 254-3300.

**IR1052-96-019 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER**

The Contracting Officer for administration of this contract is: **Patricia A. Boykin**  
The telephone number for the Contracting Officer is: **202-283-1229**.

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, 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 cost incurred as a result thereof.

The Contracting Officer's Technical Representative (COTR) for this contract is: **Anita L. Cooper**  
The telephone number for the COTR is: **304-264-5522**.

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

The Contractor's designated Project Manager for this contract shall be provided with its proposal to the solicitation. The telephone number for the Project Manager shall be provided upon contract award. The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative,

shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four (4) hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

[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 the 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 six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor **thirty (30) calendar days** prior to contract expiration.

(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 **sixty (60) calendar days** prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **thirty (30) calendar days** prior to contract expiration. 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 **sixty-six (66) months**.

(End of clause)

#### **IR1052-96063R KEY PERSONNEL**

The key personnel cited below are considered essential to the work being performed under this contract. If these individuals leave the Contractor's employ or are reassigned to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement shall be made by the Contractor without the written consent of the Contracting Officer.

Personnel

Title

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On-Site Project Manager

[End of Clause]

### **IR1052-98-011 STATE AND LOCAL TAXES**

In accordance with FAR 29.303 and FAR 31.205-41 the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State or local tax exemption. The Contractor may request a waiver, by the Contracting Officer, from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings of the Government.

[End of Clause]

### **IR1052-96-095 NONPAYMENT FOR UNAUTHORIZED WORK**

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

[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):

<u>Employee Class</u>	<u>Monetary wage – Fringe benefits</u>
<b>Gardener</b>	<b>\$15.25</b>
<b>Laborer, Grounds Maintenance</b>	<b>\$10.84</b>
<b>Pruner</b>	<b>\$11.37</b>
<b>Tractor Operator</b>	<b>\$13.87</b>
<b>Truck Driver, Light</b>	<b>\$14.69</b>
<b>Truck Driver, Medium</b>	<b>\$17.18</b>
<b>Truck Driver, Heavy</b>	<b>\$18.42</b>
<b>Truck Driver, Tractor-Trailer</b>	<b>\$18.42</b>

(End of clause)

#### **52.223-11 OZONE-DEPLETING SUBSTANCES (MAR 2001)**

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

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

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

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: "WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere." \*The

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

(End of clause)

## **ATTACHMENTS**

**ATTACHMENT A**

WORK LOAD DATA

**ATTACHMENT B**

WAGE DETERMINATIONS

**ATTACHMENT C**

PERFORMANCE WORK STATEMENT (PWS)

**ATTACHMENT D**            PERFORMANCE MEASURES

**ATTACHMENT E**            HSPD-12 PIV 1 PROCEDURES MANUAL

**ATTACHMENT F**            OFFEROR'S REFERENCE SHEET

**ATTACHMENT A**  
**WORK LOAD DATA**

**BUILDING NAME:** Enterprise Computing Center (ECC)

**B.     BUILDING DATA**

Location: 250 Murall Drive, Kearneysville, West Virginia 25430

Height of building: 3 stories

Gross square footage: See figures below

Building completion: 1999

Building population: 900

Official working hours.: Office is 8 hours per day, 5 days a week.

ADP is 24 hours per day / 7 days a week / 365 days per year.  
Includes Government Holidays

**C. OUTSIDE GROUNDS**

Outside area	<u>850,000</u> SF
Turf area	<u>740,000</u> SF
Edging	<u>7,000</u> LF
Shrubs	<u>150</u> SHRUBS
Flower Beds	<u>120,000</u> SF
Trees	<u>150</u> TREES
Paving (sidewalks, terraces, drives, parking lots)	<u>406,789</u> SF

**NOTES:**

1. All measurements represent best estimates. Offerors are responsible for verifying all dimensions and quantities.
2. This includes the Child Care and Credit Union buildings
3. ADP, Warehouse & Office Buildings are interconnected on the same site.

**ATTACHMENT A**

**WORK LOAD DATA**

**BUILDING NAME:** Enterprise Computing Center (ECC) ANNEX

**A. BUILDING DATA**

Location: 145 Murall Drive, Kearneysville, West Virginia 25430

Height of building: Base Bldg. 1 story, Office Addition 2 stories

Gross square footage: See figures below

Building completion: Base Bldg. 1995 – Office Addition 1996

Building population: 300 (includes 3 shifts)

Official working hours: ADP - 24 hours per day, 7 days a week.

Office – 8 hours per day, 5 days a week



Includes Government Holidays

**B. OUTSIDE GROUNDS**

Outside area	<u>900,000</u> SF
Turf area	<u>763,706</u> SF
Edging	<u>6,000</u> LF
Shrubs	<u>150</u> SHRUBS
Flower Beds	<u>2,000</u> SF
Trees	<u>200</u> TREES
Paving (sidewalks, terraces, drives, parking lots)	<u>215,752</u> SF

**NOTES:**

1. All measurements represent best estimates. Offerors are responsible for verifying all dimensions and quantities.
2. ADP & Office Buildings are inter-connected on the same site.

**ATTACHMENT B**

WD 05-3017 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008  
 \*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS  
 ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
 Director                                      Wage Determinations

Wage Determination No.: 2005-3017  
 Revision No.: 6  
 Date Of Revision: 05/29/2008

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State: West Virginia

Area: West Virginia Counties of Berkeley, Jefferson

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.31
01113 - General Clerk III	17.19
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.07
01191 - Order Clerk I	14.58
01192 - Order Clerk II	15.91
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.15
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.79
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	12.55

05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	15.76
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.19
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.13
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	16.19
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.96
11060 - Elevator Operator	9.96
11090 - Gardener	15.25
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	13.87
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.64
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.73
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.32

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

12072 - Licensed Practical Nurse II	20.49
12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	13.93
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73

12312	- Registered Nurse II	31.24
12313	- Registered Nurse II, Specialist	31.24
12314	- Registered Nurse III	35.98
12315	- Registered Nurse III, Anesthetist	35.98
12316	- Registered Nurse IV	43.13
12317	- Scheduler (Drug and Alcohol Testing)	18.85
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	18.55
13012	- Exhibits Specialist II	22.99
13013	- Exhibits Specialist III	28.11
13041	- Illustrator I	20.40
13042	- Illustrator II	25.28
13043	- Illustrator III	30.91
13047	- Librarian	28.00
13050	- Library Aide/Clerk	13.77
13054	- Library Information Technology Systems Administrator	25.29
13058	- Library Technician	19.05
13061	- Media Specialist I	17.03
13062	- Media Specialist II	19.05
13063	- Media Specialist III	21.24
13071	- Photographer I	14.73
13072	- Photographer II	16.48
13073	- Photographer III	20.41
13074	- Photographer IV	24.97
13075	- Photographer V	29.92
13110	- Video Teleconference Technician	17.59
14000	- Information Technology Occupations	
14041	- Computer Operator I	17.78
14042	- Computer Operator II	19.88
14043	- Computer Operator III	22.17
14044	- Computer Operator IV	24.64
14045	- Computer Operator V	27.28
14071	- Computer Programmer I (1)	22.92
14072	- Computer Programmer II (1)	
14073	- Computer Programmer III (1)	
14074	- Computer Programmer IV (1)	
14101	- Computer Systems Analyst I (1)	
14102	- Computer Systems Analyst II (1)	
14103	- Computer Systems Analyst III (1)	
14150	- Peripheral Equipment Operator	17.78

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

14160	- Personal Computer Support Technician	24.64
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	34.77
15020	- Aircrew Training Devices Instructor (Rated)	42.39
15030	- Air Crew Training Devices Instructor (Pilot)	50.81
15050	- Computer Based Training Specialist / Instructor	28.29
15060	- Educational Technologist	30.88
15070	- Flight Instructor (Pilot)	50.81
15080	- Graphic Artist	26.80
15090	- Technical Instructor	23.87
15095	- Technical Instructor/Course Developer	28.29
15110	- Test Proctor	19.22
15120	- Tutor	19.22
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.29
16030	- Counter Attendant	9.29
16040	- Dry Cleaner	12.21

16070	- Finisher, Flatwork, Machine	9.29
16090	- Presser, Hand	9.29
16110	- Presser, Machine, Dry-cleaning	9.29
16130	- Presser, Machine, Shirts	9.29
16160	- Presser, Machine, Wearing Apparel, Laundry	9.29
16190	- Sewing Machine Operator	12.79
16220	- Tailor	13.57
16250	- Washer, Machine	10.16
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	19.95
19040	- Tool And Die Maker	22.91
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	17.90
21030	- Material Coordinator	21.29
21040	- Material Expediter	21.29
21050	- Material Handling Laborer	12.39
21071	- Order Filler	11.80
21080	- Production Line Worker (Food Processing)	17.90
21110	- Shipping Packer	14.46
21130	- Shipping/Receiving Clerk	14.46
21140	- Store Worker I	12.28
21150	- Stock Clerk	15.70
21210	- Tools And Parts Attendant	17.90
21410	- Warehouse Specialist	17.90
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	24.78
23021	- Aircraft Mechanic I	23.52
23022	- Aircraft Mechanic II	24.78
23023	- Aircraft Mechanic III	25.99
23040	- Aircraft Mechanic Helper	16.61
23050	- Aircraft, Painter	23.40
23060	- Aircraft Servicer	18.71
23080	- Aircraft Worker	19.90
23110	- Appliance Mechanic	20.47
23120	- Bicycle Repairer	12.72
23125	- Cable Splicer	24.98
23130	- Carpenter, Maintenance	20.88
23140	- Carpet Layer	19.33
23160	- Electrician, Maintenance	26.56
23181	- Electronics Technician Maintenance I	19.09
23182	- Electronics Technician Maintenance II	24.13

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

23183	- Electronics Technician Maintenance III	25.42
23260	- Fabric Worker	18.04
23290	- Fire Alarm System Mechanic	20.76
23310	- Fire Extinguisher Repairer	16.50
23311	- Fuel Distribution System Mechanic	22.81
23312	- Fuel Distribution System Operator	17.23
23370	- General Maintenance Worker	21.17
23380	- Ground Support Equipment Mechanic	23.52
23381	- Ground Support Equipment Servicer	18.71
23382	- Ground Support Equipment Worker	19.90
23391	- Gunsmith I	16.63
23392	- Gunsmith II	19.33
23393	- Gunsmith III	21.62
23410	- Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411	- Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	24.37

23430	- Heavy Equipment Mechanic	21.46
23440	- Heavy Equipment Operator	21.46
23460	- Instrument Mechanic	21.62
23465	- Laboratory/Shelter Mechanic	20.52
23470	- Laborer	12.06
23510	- Locksmith	19.76
23530	- Machinery Maintenance Mechanic	21.77
23550	- Machinist, Maintenance	21.62
23580	- Maintenance Trades Helper	15.10
23591	- Metrology Technician I	21.62
23592	- Metrology Technician II	22.78
23593	- Metrology Technician III	23.89
23640	- Millwright	25.63
23710	- Office Appliance Repairer	21.63
23760	- Painter, Maintenance	20.52
23790	- Pipe-fitter, Maintenance	23.19
23810	- Plumber, Maintenance	20.38
23820	- Pneudraulic Systems Mechanic	21.62
23850	- Rigger	21.62
23870	- Scale Mechanic	19.33
23890	- Sheet-Metal Worker, Maintenance	21.62
23910	- Small Engine Mechanic	19.33
23931	- Telecommunications Mechanic I	27.74
23932	- Telecommunications Mechanic II	29.24
23950	- Telephone Lineman	25.28
23960	- Welder, Combination, Maintenance	21.62
23965	- Well Driller	21.62
23970	- Woodcraft Worker	21.62
23980	- Woodworker	16.63
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.63
24580	- Child Care Center Clerk	14.50
24610	- Chore Aide	10.00
24620	- Family Readiness And Support Services Coordinator	13.64
24630	- Homemaker	16.12
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.10
25040	- Sewage Plant Operator	20.23
25070	- Stationary Engineer	26.10
25190	- Ventilation Equipment Tender	18.37
25210	- Water Treatment Plant Operator	20.23
27000	- Protective Service Occupations	

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE	
27004	- Alarm Monitor	16.15
27007	- Baggage Inspector	12.36
27008	- Corrections Officer	21.30
27010	- Court Security Officer	23.26
27030	- Detection Dog Handler	16.15
27040	- Detention Officer	21.30
27070	- Firefighter	22.39
27101	- Guard I	12.36
27102	- Guard II	16.15
27131	- Police Officer I	24.58
27132	- Police Officer II	28.24
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.30
28042	- Carnival Equipment Repairer	12.86
28043	- Carnival Equipment Worker	9.24

28210	- Gate Attendant/Gate Tender	13.01
28310	- Lifeguard	11.59
28350	- Park Attendant (Aide)	14.56
28510	- Recreation Aide/Health Facility Attendant	10.62
28515	- Recreation Specialist	15.74
28630	- Sports Official	11.59
28690	- Swimming Pool Operator	18.21
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.55
29020	- Hatch Tender	22.55
29030	- Line Handler	22.55
29041	- Stevedore I	20.82
29042	- Stevedore II	23.24
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011	- Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021	- Archeological Technician I	17.81
30022	- Archeological Technician II	18.39
30023	- Archeological Technician III	25.50
30030	- Cartographic Technician	25.95
30040	- Civil Engineering Technician	23.78
30061	- Drafter/CAD Operator I	18.72
30062	- Drafter/CAD Operator II	20.94
30063	- Drafter/CAD Operator III	24.60
30064	- Drafter/CAD Operator IV	30.26
30081	- Engineering Technician I	20.95
30082	- Engineering Technician II	23.53
30083	- Engineering Technician III	26.31
30084	- Engineering Technician IV	32.61
30085	- Engineering Technician V	39.88
30086	- Engineering Technician VI	48.25
30090	- Environmental Technician	23.50
30210	- Laboratory Technician	22.30
30240	- Mathematical Technician	28.94
30361	- Paralegal/Legal Assistant I	20.71
30362	- Paralegal/Legal Assistant II	25.69
30363	- Paralegal/Legal Assistant III	31.38
30364	- Paralegal/Legal Assistant IV	37.97
30390	- Photo-Optics Technician	27.33
30461	- Technical Writer I	21.27
30462	- Technical Writer II	25.98
30463	- Technical Writer III	31.44

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE	
30491	- Unexploded Ordnance (UXO) Technician I	23.05
30492	- Unexploded Ordnance (UXO) Technician II	27.89
30493	- Unexploded Ordnance (UXO) Technician III	33.43
30494	- Unexploded (UXO) Safety Escort	23.05
30495	- Unexploded (UXO) Sweep Personnel	23.05
30620	- Weather Observer, Combined Upper Air Or Surface Programs (2)	20.35
30621	- Weather Observer, Senior (2)	22.62
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	12.50
31030	- Bus Driver	18.19
31043	- Driver Courier	12.71
31260	- Parking and Lot Attendant	9.53
31290	- Shuttle Bus Driver	14.69

31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	9.54
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.45
99711 - Recycling Specialist	16.96
99730 - Refuse Collector	14.60
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.08
99830 - Survey Party Chief	19.47
99831 - Surveying Aide	12.02
99832 - Surveying Technician	16.53
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** \$3.24 per hour or \$129.60 per week or \$561.60 per month.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on



this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for

proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Website at <http://wdol.gov/>.

## **ATTACHMENT C**

### **PERFORMANCE WORK STATEMENT (PWS)**

#### **1.0 INTRODUCTION**

##### **1.1 Purpose**

This contract is to obtain grounds maintenance services (complete lawn, grounds, and irrigation system operation and maintenance, and snow removal services) at U.S. Department of Treasury, Internal Revenue Service (IRS) Enterprise Computing Center (ECC) campus in Kearneysville / Martinsburg, WV. The physical address of the buildings, as well as additional information is shown in Attachment A.

## **2.0 PERFORMANCE WORK STATEMENT (PWS)**

This contract is will be administered as a Performance Based Services Acquisition (PBSA). This method of contracting requires that the Government describe the requirements the Contractor must meet in terms of outcome or results. The “how” is left to the Contractor, within certain regulatory guidelines as referenced herein. This allows the Contractor more flexibility in achieving the desired results. The Contractor shall execute its responsibilities under this contract in a manner that is consistent with the performance standards contained herein.

### **2.1 Description of Services**

The successful offeror shall provide all management, supervision, labor, materials, supplies, repairs, maintenance, parts, tools, and equipment, and shall plan, schedule, coordinate and ensure effective and economical completion of all contract requirements specified herein at the IRS Campus in Kearneysville / Martinsburg, WV. The successful offeror is responsible for providing complete grounds maintenance services including landscape maintenance, complete operation and maintenance of the irrigation system, and complete snow removal services as specified herein. All planted areas shall be maintained to present a neat and well-groomed appearance at all times. Failure to successfully perform any work required as part of this contract (such as poorly performed snow removal services), or failure to coordinate an outage that affects the IRS mission, etc. shall be assessed disincentives amounting to the actual costs to the Government. The actual costs are limited to the actual cost to the Government to make repairs or corrections resulting from the outage, and the actual costs of lost productivity by affected employees unable to work as a result of the outage.

## **3.0 LANDSCAPING AND GROUNDS MAINTENANCE SERVICES**

The successful offeror shall perform lawn and grounds maintenance, and various additional services as directed by The Government, in accordance with the requirements listed herein, such as the Professional Grounds Maintenance Society (PGMS) recommendations, The Internal Revenue Service (IRS) Green Procurement Plan (GPP), and the successful offeror’s approved Management Plan (MP) identified in section 7.0, whichever is more stringent. The minimum level of environmentally and economically beneficial landscaping services to be provided by the successful offeror are listed below. The successful offeror shall ensure recycling of all landscaping trimmings from mowing / trimming / edging / raking / weeding / maintaining flower beds / etc.:

- **Growing Season:** It is estimated that the growing season will usually be from April 1 through October 31. However, weather may alter the growing season on any particular season and thus the Contracting Officer's Technical Representative (COTR) shall determine the beginning and ending of each growing season. The IRS anticipates a minimum of 35 mowings during the growing season.

- **Mowing:** All turf / grass / lawn areas shall present a neat well-groomed appearance at all times. Lawn height shall be maintained between 3 inches and shall not exceed 3-1/2 inches in height between cuttings during the growing season, unless otherwise authorized, in writing, by the COTR. Regionally native grass areas shall be maintained / brush-hogged on a monthly basis to maintain a neat appearance. The successful offeror shall request, in writing, a change of cutting height or frequency from the COTR when it has been determined to be harmful to the lawn and / or grass areas due to lack of water or rainfall.

- **Trimming:** This will include, but is not limited to, trimming around trees, shrubs, flower beds, fences, flagpoles, sidewalks, blacktop paving, curbing, and so forth, each time the lawn is cut.

All grass and weed growth shall be removed from around appropriate areas and trimmed to the same height as for grass cuttings. Weeds protruding up between cracks and crevices of all sidewalks and pavers, parking lots and so forth, shall be removed and the area sprayed with an environmentally safe agent in compliance with environmental regulations / requirements to prevent them from reappearing.

Trimming / mowing outside of, and beyond the perimeter fence-line shall be maintained in accordance with ECC property boundary limitations. Growth under all fence-line areas shall be treated, in lieu of using grass trimmers, with an environmentally safe product / agent in compliance with environmental regulations / requirements to prevent erosion and / or volunteer growth of grass or weeds.

- **Maintaining Flower Beds:** This will include, but is not limited to, maintaining flowerbeds by watering, removing weeds, and trimming back and / or removing dead or dying plants, adding 1-1/2 inches of fresh double shredded hardwood mulch twice per season. All mulch in beds and tree rings shall be turned and fluffed twice per season to give a newly mulched appearance and to provide for better aeration in between mulchings. Non-perennial flowerbeds shall be replanted twice per season (spring and fall) with plants similar to existing ones (or as approved by the COTR). Fertilizing of ground covers, perennials, shrubs and trees shall be completed twice per season (spring and summer) using a slow release environmentally and economically beneficial product / agent. To encourage healthy plant growth, use of this product / agent such as Osmocote fertilizer or an approved equal shall be dictated according to the soil conditions at that time. All perennials shall be cut back in early spring to promote new growth.

All flowerbeds shall be maintained to present a pleasant and colorful appearance. Watering and weeding, and removing and / or trimming back of dead or dying plants shall be completed at the same interval as mowing.

- **Edging:** Grass and weeds adjacent to curbs, patios, concrete walks, parking lots and so forth, shall be edged at least every other mowing and shall be controlled to maintain a neat appearance. All grass and / or weed trimmings from sidewalks, entranceways and parking lots shall be removed and recycled after each mowing.
- **Fertilizing:** The successful offeror shall fertilize all lawn areas including the native grass areas a minimum of four (4) times per growing season with palletized lime, and once at the end of the season with 10-18-18 sulfur coated slow release fertilizer or an accepted environmentally and economically beneficial slow release fertilizer that would serve beneficial to the appropriate soil conditions at that time. Fertilizer shall be applied in accordance with manufacturer's instructions. All lawn areas and ground covers, including flowerbeds and tree rings, shall have a uniformed, healthy color and appearance. Fertilizer application shall be scheduled and approved by the COTR and shall only be done during the hours that the COTR or a designee are present, unless an alternate schedule is approved by the COTR.
- **Watering:** The Government will provide access to water to fulfill this requirement. The successful offeror shall, while implementing water and energy efficient practices, be responsible for the complete operation and maintenance of the irrigation systems to successfully water all areas on a scheduled basis as approved by the COTR. However, hand watering may be necessary in certain flower beds or lawn areas not adequately covered by the irrigation system. All lawn areas and ground covers shall show no signs of excess drying. (Note: This requirement may be temporarily waived if a local water restriction is in effect.)
- **Raking:** Rake, remove, and recycle all leaves and trimmings from fence areas, flowerbeds, shrubs, lawn areas, sidewalks and gutters. These areas shall be kept free of leaves and trimmings throughout the year.
- **Weeding:** Due to the perennials and ground covers, pre-emergent weed control shall not be used. Weeds shall be removed by the root and recycled appropriately. The successful offeror shall remove and recycle any weeds and / or volunteer plantings not in the original design to present a uniformed and well-maintained appearance. The successful offeror shall consult with the COTR as needed.
- **Trimming / Pruning of Trees and Shrubs:** All shrubs and trees shall be trimmed / pruned as required to maintain a neat and well-groomed appearance at all times during their growing season. All tree-trimming shall be accomplished in accordance with a three-year pruning cycle and / or in accordance with ANSI Z133.1. In general, Class II medium pruning shall be used on all trees. Tree topping and de-horning shall not be permitted. Shrubs, small trees and other plants shall be maintained in accordance with the American Society of Landscape Architect's (ASLA) standards. All debris as a result of this service shall be removed from the premises within 24 hours and taken to a recycling center near-by, or otherwise properly disposed of at no cost to the Government and notify the COTR in writing upon completion. All planted areas shall be maintained to present a neat and well-groomed appearance at all times. The successful offeror shall be responsible for the removal of dead or dying plants, hedges, shrubs and trees during the performance of this contract as approved in advance by the COTR. Replacement of existing dead trees, plants, and or shrubs shall be accomplished by the successful offeror at no additional cost to the Government. All replacements shall match existing items being replaced in type and maturity levels. The COTR may request additional new trees, flowers, and shrubs to be planted by issuing a task order to the successful offeror covering the cost of the new plantings. Debris

removal and new plantings shall be reimbursed under CLIN 0003 (or the equivalent option year CLIN). If it is determined by the COTR that damage was caused by an act of God (flood, lightning strike, etc.) and through no fault or negligence of the successful offeror, the Government will incur the costs of removal and replacement.

- **Maintaining Gullies and Culverts:** These areas shall be maintained to present a neat, well-groomed appearance free of all growth over 12 inches, to include but not limited to, trimming / weeding / and removal of all voluntary trees as well as other growth. Of particular mention, this includes the areas between the ECC building and the IRS Annex and Coast Guard facilities. The culvert located to the right side, directly outside the Exit gate of the compound shall also be maintained to meet these standards. Both sides of Murall Drive, up to Short Road, shall be maintained in accordance with the requirement for the use of regionally native grass areas in environmentally and economically beneficial landscaping.

- **Lawn Re-seeding:** The successful offeror shall maintain all areas of lawn and native grass so that balding doesn't occur. However, in the event balding areas do occur, based upon COTR or COTR designee inspection, the successful offeror shall hydro-seed / re-seed or sod, as directed by the COTR.

- **Perform Pest Identification and Control:** During the performance of grounds maintenance services, the successful offeror shall perform pest control. The successful offeror shall develop an Integrated Pest Management (IPM) Plan, and submit it within the first five (5) business days after contract award, and at the beginning of each Option year (October) to the COTR for approval. The IPM may be amended at any time, but must then be resubmitted to the COTR for approval before it becomes effective.

The successful offeror's IPM plan shall establish the strategy and methods for conducting a sound, safe, effective, and environmentally and economically beneficial pest management program. Treatment of pests that may damage any portion of the grounds shall be in accordance with all Federal, State, and local regulations preventing pollution. All pest control methods in the IPM, approved by the COTR shall be applied by personnel that are certified / licensed by the State of West Virginia. The successful offeror shall provide the COTR and ECC Environmental Coordinator with copies of State certification / license for each individual applying the pest control methods.

### **3.1 Maintain Storage Areas and Successful Offeror Spaces**

The successful offeror shall supply and maintain all on-site storage in a neat manner as approved by the COTR. All areas shall be kept free of extraneous materials. Fuels must be stored in NFPA approved fireproof cabinets and shall not be permitted to be stored with any type of fertilizing agent. All costs associated with any damage to landscaping, parking lots, sidewalks, curbs, or other structural, electrical, and or mechanical elements caused by the successful offeror's neglect or non-performance shall be the responsibility of the successful offeror.

### **3.2 Equipment Condition Report**

The successful offeror shall provide a report to the COTR during watering season that identifies any irrigation equipment that is not fully operational. The report shall be submitted to the COTR

in writing the same day and shall detail the equipment deficiency and the proposed estimated time for the equipment to be returned to operational status.

### **3.3 Materials and Equipment**

The successful offeror shall maintain sufficient materials, tools, and equipment to support all work required as part of this contract. Lack of availability of materials, tools, or equipment shall not relieve the successful offeror from the requirement to complete all work timely.

### **3.4 Repair Standards**

The successful offeror shall be fully responsible for repairing all damage to Government property, caused by negligence, inadequate performance, or nonperformance of landscaping and grounds maintenance services. The successful offeror shall comply with accepted industry practices.

### **3.5 Additional Services**

Work is covered under CLIN 0003 (or the equivalent option year CLIN) and includes labor, materials, and subcontracts, to perform specialized landscaping, and other miscellaneous services as may be requested by the COTR.

The successful offeror shall prepare cost proposals in support of various additional services requested in writing by the COTR. Unless otherwise specified, the successful offeror shall submit proposals to the COTR within three (3) calendar days from the Government's request for proposal. Each proposal shall be valid for a minimum of sixty (60) calendar days from the proposal submission date. The proposal shall include a labor hour estimate for equipment maintenance and repairs using industry accepted estimating procedures and man-hour data from the appropriate R. S. Means estimating guide (as primary), or other appropriate estimating sources approved by the Contracting Officer (as secondary). As part of its proposal, the successful offeror shall provide a complete list of the proposed labor skill categories and associated contract prices for the requested RFP.

Any material cost estimates shall be derived from three (3) competitive vendor quotations. Material estimates shall include a detailed bill of materials that show the item description, Original Equipment Manufacturer (OEM) part number (where applicable), and quantity of units, unit prices, and extended prices. Material prices shall be based on the lowest competitive price available, considering the availability of materials and time constraints of the job. Three (3) competitive quotations shall generally be obtained and the lowest one used as the estimate in the cost proposal. The Government always reserves the right to furnish material. No successful offeror markup will be allowed on Government furnished materials. Work that the successful offeror proposes to subcontract shall be identified in the task order proposal. The Prime successful offeror subcontract cost estimate shall generally be based on a minimum of three (3) competitive subcontract quotations. Subcontract prices proposed by the Prime successful offeror shall be based on the lowest



competitive price available, considering the availability of services and / or materials, and time constraints of the job and shall include successful offeror markup on sub-contractor work.

The successful offeror's detailed cost proposal will be evaluated to determine if: (1) the scope has been clearly and accurately identified, (2) the task hours have been properly estimated with supporting data presented, and (3) equipment, material, and / or sub-contractor cost estimates are reasonable and properly documented.

Contracting Officer (CO) approval may be required prior to performance.

#### **4.0 IRRIGATION SYSTEM PREVENTIVE MAINTENANCE (PM) AND REPAIR**

The successful offeror shall schedule, perform, and document all required PM, in accordance with the COTR approved Management Plan (MP) referenced in 7.0, on all campus irrigation systems including, but not limited to, the following components: piping, sprinkler heads, zone valves, electronic controls systems, etc.

##### **4.1 Routine Preventive Maintenance**

1. Routine preventive maintenance is covered by CLIN 0004 (or the equivalent option year CLIN) and consists of inspection, cleaning, lubrication, adjustment, calibration, and minor part and component replacement and repairs up to \$2,500 per individual repair as required to increase the reliability of equipment. Preventive maintenance shall be based on the Manufacturer's requirements.

2. The successful offeror shall document all preventive maintenance accomplishments in a format approved by the COTR in accordance with the COTR approved schedule. After preventive maintenance work is completed, the successful offeror shall report the results of such work and submit it to the COTR in writing within 48 hours after the work is completed. Defects or deficiencies identified by the successful offeror during preventive maintenance activities that may result in risk to persons or property shall be reported to the COTR immediately. Successful offeror personnel shall report other defects or deficiencies in writing to the COTR within 48 hours. Following completion of the preventive maintenance, the successful offeror shall provide the following information in writing to the COTR:

- (1) Date of preventive maintenance work completed
- (2) Actual man-hours expended
- (3) Cost estimate of materials used
- (4) List of defects or deficiencies noted during preventive maintenance and corrected
- (5) List of defects not corrected
- (6) Additional work required to correct defects not corrected (YES / NO)
- (7) Working estimate of man-hours and materials needed to correct defect or deficiency

##### **4.2 Non-Routine Services (exceeding \$2,500)**

Work is covered under CLIN 0005 (or the equivalent option year CLIN) and includes labor, materials, subcontracts, and specialized equipment to complete irrigation system repair service calls when the cost for the service call exceeds \$2,500 for each individual repair task. In addition, various additional services as directed by delegated authority (to be followed-up in writing to the Contracting Officer for approval) may be required.

The successful offeror shall prepare cost proposals in support of various additional services requested in writing by the COTR. Unless otherwise specified, the successful offeror shall submit proposals to the COTR within three (3) calendar days from the Government's request for proposal. Each proposal shall be valid for a minimum of sixty (60) calendar days from the proposal submission date. The proposal shall include a labor hour estimate for equipment maintenance and repairs using industry accepted estimating procedures and man-hour data from the appropriate R. S. Means estimating guide (as primary), or other appropriate estimating sources approved by the Contracting Officer (as secondary). As part of its proposal, the successful offeror shall provide a complete list of the proposed labor skill categories and associated contract prices for the requested RFP.

Any material cost estimates shall be derived from three (3) competitive vendor quotations. Material estimates shall include a detailed bill of materials that show the item description, Original Equipment Manufacturer (OEM) part number (where applicable), and quantity of units, unit prices, and extended prices. Material prices shall be based on the lowest competitive price available, considering the availability of materials and time constraints of the job. Three (3) competitive quotations shall generally be obtained and the lowest one used as the estimate in the cost proposal. The Government always reserves the right to furnish material. No successful offeror markup will be allowed on Government furnished materials. Work that the successful offeror proposes to subcontract shall be identified in the task order proposal. The Prime successful offeror subcontract cost estimate shall generally be based on a minimum of three (3) competitive subcontract quotations. Subcontract prices proposed by the Prime successful offeror shall be based on the lowest competitive price available, considering the availability of services and / or materials, and time constraints of the job and shall include successful offeror markup on sub-contractor work.

The successful offeror's detailed cost proposal will be evaluated to determine if: (1) the scope has been clearly and accurately identified, (2) the task hours have been properly estimated with supporting data presented, and (3) equipment, material, and / or sub-contractor cost estimates are reasonable and properly documented.

Contracting Officer (CO) approval may be required prior to performance.

## **5.0 SNOW REMOVAL AND ICE ABATEMENT**

At the applicable sites, the successful offeror shall remove snow from the parking spaces/areas and sidewalks following all snow falls of two inches or more and/or when un-secure footing conditions exists on sidewalks, plaza areas, and all other walking surfaces for IRS employees. All accumulations of ice shall be abated immediately as specified below by applications of environmentally and economically beneficial products / agents and other means. Sidewalks and other walking paths shall be clear of snow and ice throughout normal business hours even if snow or ice is continuing to fall during that time period. Snow shall be plowed from parking

areas, and sidewalks shall be cleared before prime shift business hours (6 AM to 6 PM) and before each evening shift change so that at least 90% of all parking spaces are available to IRS staff throughout IRS business hours.

If snow accumulation exceeds the capability to pile the snow on the IRS premises in a manner approved by the COTR, hauling of snow may be initiated by the Government as a task order under CLIN 0010 or 0011 (or the equivalent option year CLIN). A verbal request from the COTR may initiate the task order. Subsequently, the successful offeror will be issued a written task order to cover the costs for these services as soon as practical after the hauling situation is abated. The Snow Removal Plan (SRP) shall be approved prior to implementation or use, and no unapproved environmentally and economically beneficial products / agents or agents damaging to plaza pavers and other surfaces shall be used for snow and / or ice abatement. The following are the minimum snow removal requirements that shall be provided by the successful offeror as part of this contract:

- The successful offeror shall develop and submit to the COTR within the first five (5) days of the contract and the beginning of each Option year (October), a Snow Removal Plan (SRP) which addresses all items identified in “7.0 MANAGEMENT PLANS (MP)” and takes into account the historical snow frequencies and accumulations for the local area. The SRP may be amended at any time, but must then be resubmitted to the COTR for approval before it becomes effective.
- Response time for snow removal shall be as follows: the successful offeror shall respond and be on-site by the time the site accumulation has reached 2 inches and shall work continuously until the snow is abated from all areas as specified herein. It is the successful offeror’s responsibility to respond and be on-site to address each snow and / or ice situation that occurs without being directed to do so by the Government (the onus rests solely with the contractor). However, in addition, the successful offeror shall respond and have a crew on-site within 1/2 hour after being notified for all other COTR or COTR designee initiated emergency requests such as insecure footing on sidewalks and / or plaza areas. Subsequently, the successful offeror will be issued a task order to cover the costs for these services as soon as practical after the emergency situation is addressed. Response time for ice, sleet, and freezing rain shall be on an immediate emergency basis (regardless of the accumulation amount) and the successful offeror’s crew will be on-site in less than 1/2 hour and will immediately begin treating all areas covered by this contract with environmentally and economically beneficial products / agents, and work continuously until treatments have been effective and all safety hazards abated. The successful offeror shall provide partial environmentally and economically beneficial product / agent treatments to all areas covered by this contract as required by the COTR or COTR designee. The successful offeror shall provide a square footage cost for partial environmentally and economically beneficial product / agent application. The successful offeror shall also provide a one-time mobilization charge per event of partial environmentally and economically beneficial product / agent application. See CLIN’s ending in 12 and 1200 (or the equivalent option year CLIN).
- The successful offeror shall remove snow and ice from all parking lots, roads, driving / fire lanes, loading / unloading areas, entrances, steps, landings (to include plaza, patios and terraces), sidewalks and other exterior walking surfaces (paved or concrete) before the building occupants

report to work (covering prime shift time frames of 6am to 6 pm), and maintain snow and ice-free conditions throughout the normal business hours (24 hours per day, 7 days per week). These requirements include Childcare and Credit Union as well. (Snow removal for the second and third shifts shall be in accordance with the approved SRP and as stated herein.)

- The successful offeror shall complete the removal of snow, and the application of ice-melting, environmentally and economically beneficial products / agents from the ECC guard house (main entrance) to WV Route #9, including both entrance and exit lanes (approximately 1500 feet). The successful offeror shall keep this section of road clear and free from ice and snow 24 hours per day, 7 days per week. Snow shall be cleared away from around the Security barricades at the main entrance gate as well.
- Environmentally and economically beneficial product / agent partial applications may be requested when complete application is not required. These partial application services will be called in to the successful offeror by the COTR or COTR designee. Partial application services shall be billed on a square footage basis.
- The successful offeror shall maintain and apply an environmentally and economically beneficial product / agent to the Security Patrol Road at the ECC Building and the Secondary Entrance at the ECC Annex during snow removal. The successful offeror shall plow them and apply an environmentally and economically beneficial product / agent initially without notice from the Government. Each subsequent occurrence, whether snow removal or application, must be approved in advance by COTR or COTR designee.

The specified areas shall be free from snow and ice accumulations and all hazardous areas shall be eliminated as they arise. No snow may be dumped on or near (within 2 feet of) trees, shrubs, ground cover, flowerbeds, or grass areas. At no time shall snow be allowed on any parking lot islands. Snow shall be plowed in a direction away from island / sidewalk curbs and unmoved vehicles. Dumping areas shall be covered in the SRP. Snow mound height of 3' or higher shall be reviewed by the COTR or the COTR designee for the safety of the employees and may result in the COTR issuing a task order to haul away excess snow. All snow hauling shall be approved in advance by the COTR before any hauling action is taken by the successful offeror. The successful offeror will be reimbursed for the number of on-site hours expended as documented in the IRS security log located in the ECC building main lobby, in accordance with the labor skill categories to be used under the contract, to include the hourly rates for each category, as specified in the contract schedule.

- The successful offeror shall not use any sharp-edged equipment to perform snow removal of the special concrete pavers / stepping stones in front of the ECC building, so as to prevent damage. A power / rotating broom and a special environmentally and economically beneficial ice-melting product / agent, as approved by the COTR, such as Professional Ice-Melter, shall be used. The successful offeror shall use this special environmentally and economically beneficial (Professional Ice-Melter) product / agent on all walking surfaces, and the area between the speed bumps at the main gate because of the Delta Barriers. Parking lot and roadway surfaces shall have an accepted environmentally and economically beneficial ice and snow accumulation preventative mixture applied. All materials used are subject to approval of the COTR.

- The successful offeror shall repair all damage to Government property caused by negligence, inadequate performance, or non-performance of snow removal services to include but not limit to landscape plantings, lawn areas, curbing, concrete sidewalks, drainage inlets and piping, black top, etc. All disputes between the successful offeror and COTR will be addressed by the Contracting Officer and a final decision will be rendered to the successful offeror.
- Environmentally and economically beneficial ice-melting products / agents consisting of sand / salt / gravel mixture shall be used to eliminate or reduce safety hazards due to ice or snow. All such applications must be part of the SRP, and must be in accordance with EPA, OSHA, state and local requirements.
- All successful offeror and sub-contractor employees shall be required to sign-in and sign-out of the security log at the main ECC lobby for all hourly rate paid work. The successful offeror will only be paid in accordance with the hours depicted in this log for all snow removal related work.
- For the safety of Government personnel and the successful offeror, the property shall be staked and capped prior to the first snow to indicate curbs, gutters, sidewalks, walking track, etc. The successful offeror shall remove the stakes and caps once the snow season is over.
- The successful offeror shall be required to provide a professionally licensed service to power sweep all campus parking lots and road surfaces (excluding the Security Patrol Road) upon completion of the snow season.

Snow removal / ice abatement shall be performed in the areas shown below.

<u>Location</u>	<u>Parking Areas</u>	<u>Sidewalks</u>
ECC Building	All	All, including walking path
ECC Annex	All	All
ECC Little Eagle Child Care Center	All	All
ECC Credit Union	All	All
ECC Security / Patrol Road	Entire Area	
ECC Annex Secondary Entrance	Entire Area	

## **6.0 PERSONNEL REQUIREMENTS**

## **6.1 Personnel**

The successful offeror shall provide adequate numbers of qualified personnel to assure satisfactory performance of the services required by this contract. The successful offeror shall be on-site, working 5 days a week (Monday-Friday) unless it is considered a Government Holiday, or prior arrangements have been made with the COTR. The minimum acceptable personnel qualifications for the positions are shown below. Qualifications of the head of the company should be, at a minimum, to have a relevant degree in landscaping or horticulture, or possess the equivalent experience in the field. Company personnel must possess a good rapport with a licensed / certified testing lab so immediate access can be obtained if environmental issues should arise. The successful offeror shall adhere to any Government required certification, licenses, or training requirements. The successful offeror, upon contract award, shall submit evidence of personnel qualifications to the COTR for review and shall receive written approval from the COTR prior to personnel being assigned to the contract. The Government reserves the right to review / approve / disapprove all successful offeror personnel submitted to the COTR as personnel proposed to be used in the performance of this contract. In addition, the Contracting Officer may prevent a successful offeror employee from performing duties under this contract, until the successful offeror has substantiated his / her qualifications. All replacement personnel shall meet or exceed all of the original personnel qualification requirements.

Personnel performing under this contract must have a security investigation (see “9.0 SECURITY”) conducted, and receive either an interim or final “staff-like” access approval before attempting to perform work under this contract. The successful offeror shall be liable for employees attempting to perform work prior to obtaining the appropriate approvals.

### **6.1.1 On-Site Supervisor / Manager / Project Manager**

The successful offeror shall provide on-site supervision of all work performed on this contract. The Supervisor shall be required to be available on-site at all times to effectively manage all contract work. The Supervisor shall check-in on a regular basis (minimum weekly) with the COTR to discuss planned work. In addition, the supervisor shall also ensure all successful offeror personnel are signed-in at the Security desk in the ECC lobby before any work is started. During normal Government working hours, the supervisor shall respond to questions, verbal or written, from the COTR within 1 hour of the request. At a minimum, the supervisor shall possess at least five (5) years of recent experience (within the past 7 years) as a first line supervisor in directing personnel responsible for accomplishment of similar operations, maintenance, and repair work of equal or greater complexity. Experience shall be in buildings, complexes and grounds of at least a similar size and characteristics to be maintained under the terms of this contract. This includes, but is not limited to, experience in directing / working snow removal, and landscape maintenance requirements, and the accomplishment of preventive maintenance and repairs on irrigation systems with similar rated capacities at facilities of similar size and complexity. The supervisor shall be reachable 24 hours, 365 days per year via a cell phone and be able to speak, read, write and interpret the English language, and provide accurate instructions to others.

The successful offeror's proposal shall include the résumé of the person who, at the contract start date, will be acting as the on-site Supervisor. Any substitutions shall meet or exceed the qualifications of the original proposed person and shall be approved by the CO.

### **6.1.2 Other Personnel**

Maintenance personnel performing successful offeror work shall have at least three (3) years experience obtained within the past five (5) years in a trade or occupation involving similar work to be performed as part of this contract. This includes, but is not limited to, heavy equipment operators, landscape maintenance, snow and ice abatement, irrigation system maintenance, and other related work elements. These qualification standards apply to both initial and replacement personnel. In addition to a supervisor, at least one of the successful offeror's maintenance personnel must be on-site and be able to speak, read, write and interpret the English language, and provide accurate instructions to others. Experience with similar size complexes is necessary, and minimizing down-time is of the essence.

### **6.1.3 Sub-contractors**

The successful offeror shall utilize only those sub-contractor representatives / specialists who are fully qualified / licensed and who have the necessary security clearances.

## **6.2 Hours of Operation**

The Enterprise Computing Center's (ECC's) normal Government business hours are 24 hours per day, year round.

## **7.0 MANAGEMENT PLANS (MP)**

The successful offeror shall prepare a Management Plan (MP) to accomplish all of the requirements of this contract including, but not limited to, separate plans for snow removal, landscape maintenance, operation and maintenance of the grounds irrigation system. This MP shall be based on the draft submitted in the successful offeror's proposal, modified by changes negotiated with the Government. The MP shall consider workload and other related data provided in Attachment A for all services covered by this contract. The parties shall review the MP at least annually, or when directed by the Contracting Officer's Technical Representative (COTR) and revise the plans as necessary. The initial MP and all revised plans shall be submitted to the COTR for approval and accepted prior to implementing the plan.

At a minimum, the MP shall address the following:

1. A plan for operating, repairing, and performing Preventative Maintenance (PM) on the campus irrigation system, including but not limited to the following:
  - System start-up in spring

- Winter shut-down
  - Preventative maintenance guidelines to be followed
  - Proposed PM schedule
  - System operating procedures
  - List of all sub-contractor or contractor personnel who will perform this work
2. A plan for providing all campus landscaping services, including but not limited to the following:
- Pre-Season Requirements
  - Mowing and trimming of approximately 67 acres of improved grounds
  - Edging
  - Aeration
  - De-Thatching or Verti-Cutting
  - Fertilization and seeding
  - Weed control
  - Disease and insect control
  - Tree maintenance
  - Shrubbery and landscape beds
  - Type of environmentally and economically beneficial product / agent to be used for each type of treatment.
  - On-site and off-site storage plan for materials
  - List of all sub-contractor or contractor personnel who will perform this work
  - Pest Identification and Control / Management Program
3. A plan for providing all campus snow removal services, including but not limited to the following:
- On-site and off-site equipment that will be used
  - Personnel that will be involved
  - 24 hour contact information
  - Provide plan to adhere to required response times during inclement weather for ice and snow removal and the treatment of safety hazards on sidewalks and plaza areas, for parking lot ice and snow removal and treatments, for snow hauling services requested by the COTR as a task order.
  - Describe how snow hauling services requested by the COTR will be addressed, including, but not limited to: where the snow will be hauled to off-site, what type of equipment will be used, response times, etc.



- Type of environmentally and economically beneficial product / agent to be used on each surface.
  - Special snow removal equipment to be used on all pavers in the plaza area
  - Phasing plan with drawings depicting snow and ice removal phasing for all areas to receive services. A phasing plan shall be developed for snow falls in accordance with CLIN's under 0006 and 0007, as well as each option year equivalent, based-upon data from the National Weather Service for the Kearneysville / Martinsburg, WV areas.
  - On-site and off-site storage plan for materials and equipment
  - List of all sub-contractors
4. A plan for providing a Quality Control Plan (QCP) – Including but not limited to the following:
- Details of successful offeror Quality Control inspections to be performed.
  - Supervisory inspections to be performed on-site
  - Off-site Executive Management to be involved in Quality Control

## **8.0 SAFETY**

All work shall be conducted in a safe manner in accordance with Occupational Safety and Health Agency (OSHA) regulations 29 CFR 1910 and 29 CFR 1926. The successful offeror employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the successful offeror's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State OSHA standards. In addition, it is imperative that successful offeror employees ensure that when doors and / or gates must be opened in order to access areas that are to be serviced, that, upon entry or exit, the doors and / or gates are closed completely until secured. This is especially important in and around the child-care center, as young children at the center could unexpectedly leave the premises without adult supervision / knowledge. This is a serious safety concern and must be prevented.

## **9.0 SECURITY**

### **9.0.1 Site Access**

The site-specific security directives will be made available through the COTR.

a. All Full-Time successful offeror personnel and sub-contractor personnel who frequently require access to the facility and grounds may be capable of being issued "staff-like access" by the Government for un-escorted access to the facility and grounds. The Government will provide all forms, take fingerprints, and process all security investigations. Current procedures and forms for obtaining security investigations are contained in the Internal Revenue Service website

[www.jobs.irs.gov/downloads](http://www.jobs.irs.gov/downloads). Additional forms required are the I-9, FCRA, Non-Disclosure and fingerprint charts (COTR will provide charts).

The successful offeror shall comply with Treasury and Bureau Personal Identity Verification (PIV) procedures that implement HSPD-12, OMB guidance memorandum M-05-24, and FIPS Pub 201. Personal Identity Verification for Federal Employees and successful offerors, Form 13760 must be completed by the IRS Sponsor and Registrar and forwarded to the Physical Security Office along with a copy of the Final “staff-like” Access Approval Letter from NBIC in order to receive a photo ID non-photo ID badge for successful offeror employees. Sub-contractor personnel requiring access for extended periods (more than 30 days) more than one time per year shall be required to obtain “staff-like access” as determined by the COTR. When the security investigation is completed and no derogatory or adverse information is cited, the IRS Security office will provide “staff-like access” and allow the individual un-escorted access to the facility. If the security investigation of a successful offeror employee identifies derogatory or adverse information resulting in a decision not to grant “staff-like access”, that person shall not be allowed access to IRS facilities. When access by a successful offeror or sub-contractor employee is scheduled or predicted, the successful offeror shall submit documentation for the security investigation a minimum of 14 calendar days in advance of the anticipated employee reporting date to allow the issuance of “staff-like access”. During the period following submission of the security investigation documentation and determination of the un-escorted access, such successful offeror personnel shall be signed into the facility by Government employees and escorted during their stay in the facility by personnel with approved “staff-like” access.

b. All successful offeror or sub-contractor personnel that require infrequent and intermittent access for a one-time event such as a specialty repair or company staff visit, shall be authorized by the COTR, signed-in by the Government, and escorted by a Government employee throughout their stay in the facility. The successful offeror is encouraged to limit the number of personnel requiring escort. The COTR shall be notified a minimum of 48 hours in advance when successful offeror or sub-contractor personnel require escorted access. Failure to notify the COTR in advance, shall delay, or not allow personnel access to the site.

### **9.0.2 Badges**

The Government will issue access badges to all successful offeror personnel that are granted “staff-like access”. Successful offeror personnel shall ensure that their badges are visibly displayed on their person at all times while on campus at ECC facilities. Non-photo ID badges shall be signed for when reporting for work and dropped off each day at the security desk before leaving the premises. At no time shall the successful offeror employee take their non-photo ID badge off-site.

### **9.0.3 Facility Security**

The successful offeror shall abide by all facility security provisions identified in the site security directives. The successful offeror is cautioned that some specific controlled access to

high security areas within each facility will require a Government escort while performing work at those types of locations.

## **10.0 ENVIRONMENTAL REQUIREMENTS**

### **10.1 Waste Management**

The successful offeror shall conduct all operations in a manner, which reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific State Regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, lawn products / agents, lead and lead-contaminated debris; solvents and solvent-contaminated rags; and environmentally and economically beneficial ice-treatment products / agents. The bulk-load environmentally and economically beneficial ice-treatment products / agents must be covered.

### **10.2 Hazardous Waste Accumulation**

The successful offeror shall not store hazardous waste on site. All hazardous waste shall be removed from the site daily, and disposed of in accordance with all Federal, State and local regulations. The Environmental Protection Agency (EPA) and the West Virginia Department of Environmental Protection regulations must be strictly followed.

### **10.3 Hazardous Waste Disposal**

Waste that is generated by the successful offeror in performance of this contract shall be removed from the site and transported to proper disposal facilities. This waste shall be disposed at the successful offeror's expense; however, all such waste must be treated as Government property due to assignment of liabilities placed through applicable laws and regulations. Documentation showing the date, commercial firm performing the disposal and method of disposal shall be maintained a minimum of five years and made available to the Government upon request. The waste manifest must be signed by the IRS-Enterprise Computing Center's Environmental Coordinator. The Environmental Protection Agency (EPA) and the West Virginia Department of Environmental Protection regulations must be strictly followed.

### **10.4 Spill Reporting and Responsibility**

The successful offeror shall notify the COTR immediately when any amount of hazardous material or waste is released into the environment or if a spill occurs. All fines and environmental clean-up will be at the expense of the successful offeror. The Environmental Protection Agency (EPA) and the West Virginia Department of Environmental Protection regulations must be strictly followed.

## **10.5 General Trash**

The successful offeror will provide general trash removal services generated as a result of trash created in the performance of this contract. General trash wastes are non-hazardous, non-controlled wastes and cannot be recycled. Examples of general trash wastes include food wastes and small amounts of paper, or greases on rags, etc. The COTR or COTR designee shall be notified of the need for proper disposal of bulk trash.

## **10.6 Hazardous Materials Management**

### **10.6.1 Emergency Planning and Community Right-to-Know Act (EPCRA)**

The successful offeror shall maintain records of all hazardous materials brought on-site in accordance with 40 CFR 370. The supporting records shall be maintained for a period of five years for auditing purposes. These records shall include a Material Safety Data Sheet (MSDS) for each hazardous material, as well as the following information:

- (1) Maximum amount of the hazardous material on-site on any one day of the year.
- (2) Average amount of the hazardous material stored on-site.
- (3) Quantity of hazardous material used during the calendar year.
- (4) Type of container used to store the hazardous material.
- (5) Storage location of the hazardous material.

According to Federal Acquisition Regulations (FAR) Subpart 23.302(d), Hazardous Material Identification and Material Safety Data, MSDS's must be submitted— (1) By the apparent successful offeror prior to contract award if hazardous materials are expected to be used during contract performance. (2) For agencies other than the Department of the Defense, again by the successful offeror with the supplies at the time of delivery. Under Subpart 23.302(e), it states the Contracting Officer's Technical Representative (COTR) shall provide the Safety Officer (also known at ECC as the Environmental Coordinator) or other designated individual a copy of all MSDS's received.

The Safety Officer / Environmental Coordinator or COTR may reject the use of a hazardous material if it is considered unsafe and / or unhealthy. Copies of each MSDS and all training records shall be updated and provided to the COTR and to the IRS-Enterprise Computing Center's Environmental Coordinator by the successful offeror.

### **10.6.2 Hazardous Materials Storage**

The successful offeror shall store hazardous materials in accordance with guidance contained in 40 CFR 260-270. The successful offeror shall limit quantity of hazardous materials to a 30-day supply wherever possible, and shall purchase only the required amounts of hazardous materials for task orders. Flammable lockers shall be used for storage. A spill containment plan and materials for containment shall be provided and used by the successful offeror for bulk fuel storage containers. Containers of hazardous materials shall be sealed tightly when not in use. Storage areas and lockers shall be provided by the successful offeror, maintained in a neat and orderly manner, and shall be accessible for inspection by environmental personnel.

### **10.7 Environmental Compliance**

The successful offeror shall comply with all applicable Federal, State, and local environmental regulations and permits. Copies of all environmental permits required by the successful offeror shall be provided to the COTR, CO, and IRS-ECC's Environmental Coordinator where they will be kept on file in the technical library. Upon receipt, the successful offeror shall provide copies of any updated permits to the COTR, CO, and IRS-ECC's Environmental Coordinator.

## **11.0 CONTRACT START-UP AND PERFORMANCE**

### **11.1 Contract Start**

The successful offeror shall commence all operations required by the contract as of the first day of the contract period, or as directed by the Contracting Officer. Therefore, on the initial day of performance, the successful offeror shall provide a work force that is fully qualified and capable of performing all work required under this contract.

### **11.2 Partnering**

The Government intends to encourage the foundation of a cohesive partnership with the successful offeror. The partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, on schedule, customer-focused service, and in accordance with contract documentation. This partnership will be multilateral. Any costs associated with setting-up this partnership (time of the attending personnel, cost of transportation and lodging) will be borne by each project partner for their firm with no change in contract price. The cost of partnering meetings, including the facilitator, meeting room, supplies, etc., will be borne by IRS. It is anticipated that a 1-day post-award (kick-off) partnering meeting will be held at a location to be determined and shall be attended by key personnel from the successful offeror. The team post-award (kick-off) meeting will culminate in the development and establishment of a

mutually satisfactory set of goals and objectives beneficial to all team members. Quarterly follow-up meetings will be held throughout the duration of the contract in order to assess performance against the team goals and contract requirements vs. contract performance.

In addition, the successful offeror shall also attend any ad hoc meetings requested by the Contracting Officer or the COTR as may be required to discuss contract issues.

### **11.3 Automation**

Information exchange between the successful offeror and the Government shall be in electronic format using the latest version of Microsoft Office available to the Government.

### **11.4 Work Performance, Coordination and Scheduling**

The successful offeror shall schedule and arrange work to avoid interfering with the normal occurrence of Government business and mission, unless advance written approval to do so has been granted by the COTR. In those cases where interference may be unavoidable, the successful offeror shall provide, to the COTR for approval, a written plan of action detailing how the impact of the interference, inconvenience, or customer discomfort will be minimized.

### **11.5 Routine Work Coordination**

For routine work and project support work, the successful offeror shall notify the COTR and customer a minimum of 24 hours prior to the desired start of work, and coordinate a time period for performing the work. The request must be approved in writing by the COTR before any action that would disrupt Government business is taken.

### **11.6 Failure to Successfully Perform Contracted Services.**

The successful offeror shall perform services, including irrigation system repairs and maintenance, so as not to cause unscheduled facility or equipment outages. All unscheduled facility or equipment outages attributed to negligence, whether purposeful or accidental, on the part of the successful offeror in performance of work included in this contract, failure to successfully perform any work required as part of this contract (such as poorly performed snow removal services), or failure to coordinate an outage that affects the IRS mission shall be assessed disincentives as determined by the Contracting Officer, up to, but not exceeding, the actual costs to the Government. The actual costs are limited to the actual cost to the Government to make repairs or corrections resulting from the outage, and the actual costs of lost productivity by affected employees unable to work as a result of the outage.

## **12.0 PHASE-OUT**

During the 10 business days immediately prior to the end of the contract (if the successful offeror is not awarded the subsequent contract for this service), the successful offeror shall permit the successor successful offeror (and the successor successful offeror's employees) to observe and become familiar with any and all operations under the contract. The successful offeror shall not defer any needed repairs or maintenance for the purpose of transferring responsibility to the successor successful offeror. The successful offeror shall fully cooperate with the successor successful offeror and the Government so as not to interfere with their work or duties.

## **13.0 QUALITY CONTROL PLAN (QCP)**

The successful offeror shall establish a Quality Control Plan (QCP) to assure that all contract requirements are satisfied as specified. As part of the proposal to the solicitation, the successful offeror shall submit a copy of their QCP plan. The QCP shall be a plan for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and / or the Government quality assurance inspectors point out the deficiencies. This QCP is of paramount importance. The program shall include, but is not be limited to, the following:

### **13.1 Inspection System**

The QCP shall identify and furnish an acceptable QCP Program for review and approval of the COTR or COTR designee. The program shall include, but is not limited to, an inspection system, which is tailored to the specific work to be accomplished under the terms of this contract. The successful offeror will devise an inspection schedule and checklists to be used by on-site staff and others in regularly scheduled and unscheduled QCP inspections. The Schedule shall identify what will be checked, and what items will be inspected on each inspection. Once completed, the checklist used shall be signed and dated by the inspector at the time the inspection is completed. All QCP inspections shall be available to the COTR at all times.

### **13.2 Work Control**

The successful offeror shall implement all necessary work control procedures to ensure timely accomplishment of work requirements as well as to permit tracking of work in progress. The successful offeror shall plan and schedule work to ensure material and labor is available to complete work requirements within the response time and in conformance with the quality standard established. Verbal scheduling and status reports shall be provided when required by the COTR. The status of any item of work shall be provided, when requested by the COTR. The successful offeror shall develop and submit a work control plan for the approval of the COTR within 14 days of the contract start date which will depict all procedures to be used in tracking all work covered by this contract.

### **13.3 QCP Personnel**

The successful offeror shall identify all personnel who will be performing routine QCP inspections by name, title, and type of inspection each is authorized to perform. QCP inspections shall be performed by supervisory personnel or work leaders, but not by peers.

### **13.4 Annual Executive Quality Control (QC) Inspection**

The successful offeror shall perform a quality control inspection of the operations at each site annually. The annual QC inspection shall be performed by personnel from the Corporate / Executive Office. A report of the findings from the annual QC inspection shall be provided to the COTR along with proposed corrective actions not later than 15 days after completion of each inspection.

### **13.5 Deficiency Correction**

The QCP system shall ensure deficiencies found in the successful offeror's area of responsibility are annotated and corrected.

### **13.6 QCP Documentation**

A local file of all inspections conducted by the successful offeror or his / her employees, including the corrective action taken, shall be maintained by the successful offeror. This documentation shall be made immediately available to the Government, at all times during the term of the contract. A copy of these inspection reports shall be submitted to the COTR or COTR designee within five (5) business days after the end of each month. The COTR may compare inspections performed by the successful offeror's inspectors against the actual conditions, which exist at that point in time.

## **14.0 REQUIRED REPORTS AND SUBMITTALS**

The successful offeror shall submit to the COTR a monthly activity summary report within 5 business days after the end of each month that includes the following:

- All landscaping activities performed for the month
- All snow removal activities performed for the month.
- All Irrigation system Preventative Maintenance (PM), repairs and operational issues.
- Sign-in logs for all site visits by successful offeror personnel or subcontractors.



- Status of all task order work requested.
- Quality Control Plan (QCP) Inspection Reports

## **15.0 GOVERNMENT FURNISHED ITEMS**

### **15.1 Keys to Government Facilities**

The successful offeror may be given keys to the facilities to facilitate performance of work. The successful offeror shall establish a key control system to ensure that no keys issued to the successful offeror by the Government are lost, misplaced, or used by unauthorized persons. Successful offeror employees shall not duplicate government keys. The successful offeror shall reimburse the Government for replacement of locks or for re-keying required as a result of the successful offeror losing any key. The successful offeror shall report to the COTR any occurrence of a lost key within one hour of discovery of the loss.

### **15.2 Authorized Use and Access to Spaces**

The successful offeror shall prohibit the use of Government-issued keys by any person other than authorized successful offeror employees. The successful offeror shall not permit entrance to locked areas of any person other than successful offeror personnel engaged in the performance of work in those areas, or personnel assigned to the activity where the successful offeror is performing work, without written authorization by the COTR.

### **15.3 Technical Publications**

The Government will provide all currently available technical manuals and bulletins associated with the irrigation system. The successful offeror shall maintain the technical publications, obtain and insert any changes or updates issued by the manufactures, add technical publications for any newly installed or replaced equipment, and shall return all technical publications (with changes, updates and added publications) to the Government upon completion of the contract.

### **15.4 Government Furnished Equipment (GFE)**

#### **15.4.1 Items:**

a. The Government may furnish or make available to the successful offeror, upon start of contract and proof of training to operate, a **Steiner 430 MAX tractor with cab, blade, rotary broom and snow blower attachments**. The successful offeror shall maintain, repair, and replace such equipment to ensure that it remains in proper and reliable operating condition. At the close of the contract performance period, the successful offeror shall return equipment to the Government in the same condition as received, except for normal wear and tear.

b. The Government shall provide the successful offeror with **two-way radios** to be used during times of inclement weather (i.e. snow removal), or other times when it is deemed necessary by the COTR for immediate communications. These radios shall be provided to the successful offeror for these type situations upon their arrival to the site. Upon completion of the successful offeror's services, they shall be returned to the Government.

#### **15.4.2 Protection of Government Property**

Should the successful offeror choose to use the Government furnished equipment, periodic servicing, maintenance, and repair of the equipment and tools listed shall be provided at no cost to the Government. During execution of the work, the successful offeror shall protect Government furnished property from damage. The successful offeror shall repair any damage to Government furnished property resulting from work performed under this contract at no cost to the Government. The successful offeror shall repair damage to Government furnished property resulting from operational errors or failure to maintain, repair, or inspect equipment as required under this contract at no cost to the Government. The total or partial breakdown or failure of the Government furnished equipment shall not relieve the successful offeror of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government owned equipment, shall be returned to the Government in the same condition as received, except for normal wear and tear. The successful offeror shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the successful offeror or successful offeror's employees.

### **15.5 Government Provided Services**

The Government will provide the following service to the successful offeror at ECC Martinsburg.

#### **15.5.1 Utilities**

Utilities for Government furnished facilities will be provided from existing outlets at no cost to the successful offeror. Utilities are limited to electricity and water.

#### **15.5.2 Security and Fire Protection**

For all sites, the Government will provide security police and fire protection to the extent necessary to ensure security and safety. If an emergency should occur, the successful offeror should contact the Security Command Center at (304) 264-7144 to report the concern.

### **16.0 SUCCESSFUL OFFEROR PROVIDED ITEMS**

The successful offeror shall furnish all supplies, materials, tools, and equipment necessary for the performance of the work required by the contract unless otherwise specified herein.

### **16.1 Materials**

The successful offeror shall provide items required to maintain the irrigation systems and subsystems covered by the contract in a functional state (to design and specification of the manufacturer). Any replacement part used during the course of the contract shall be the identical make and model of the part being replaced. If the identical part is no longer available, a comparable replacement part may be used if approved by the COTR or COTR designee. This approval shall be received prior to installation of the replacement part. The successful offeror shall maintain a stock of expendable supply items on site or arrange for delivery of supply items such that performance of contract services is not delayed. Lack of available expendable parts, supplies, and or materials shall not be cause for authorization of delays in completing repairs or services.

### **16.2 Communication Equipment**

At least one supervisor shall be available by cell phone at all times (24 hours per day, 365 days per year).

### **16.3 Drawings**

Any and all drawings and / or schematics developed by the successful offeror for any of the equipment, systems, or subsystems covered by the contract shall become the property of the Government, a reproducible copy of which shall be supplied to the COTR and CO upon completion. In addition, the successful offeror shall update (“red line”) current Government facility drawings to reflect any changes resulting from irrigation system repair work.

### **16.4 Personal Protective Equipment**

The successful offeror shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the work required under this contract.

### **16.5 Warranty of Services**

In addition to the Performance Measures, the successful offeror shall warrant the workmanship and service provided under this contract. Any rework or repair due to poor workmanship will be at the successful offeror’s expense.

## **17.0 CONTRACT PRICING INFORMATION**

This acquisition consists of Firm-Fixed-Price and Indefinite Delivery Indefinite Quantity (IDIQ) line items. All quantities shown in the Contract Line Items (CLIN’s) are estimates

based-upon the best information available to the Government at the time of solicitation. The following pricing guidelines apply:

Items whose Item Numbers end in **01, 02 and 04** are priced on a monthly basis (fixed). The growing season customarily extends from April 1 through October 31 of each year, a total of seven months, but this period may be extended by the Contracting Officer's Technical Representative (COTR) during any contract year based-upon climatic conditions.

Items whose Item Numbers end in **03 and 05** are items which will be ordered by the Government on an "as needed" basis. Needs may be generated either by the Government, or by the successful offeror's recommendation resulting from observations during the normal course of grounds or irrigation system work. These items may require combinations of labor and materials, particularly in foliage replacement or remedial maintenance situations.

Items ending in **06 or 07** are priced on a "per instance" basis, on a sliding scale considering the depth of snowfall. The quantities shown for sub-items are estimates only. Actual requirements will be based-upon actual snowfalls received, in conjunction with National Weather Service reports.

Items ending in **08, 09 and 12** are also priced on a "per instance" basis. The successful offeror shall respond to actual numbers of occurrences and / or square footage at the unit prices shown. Prices should include labor, and environmentally and economically beneficial agents / products needed to perform the tasks.

Items ending in **10 and 11** are hourly charges for the use of trucks and front end loaders to load large quantities of snow and haul them to designated areas away from buildings and parking lots. The successful offeror is expected to exercise diligence and judgment to economize on these and all indefinite quantity line items while providing timely, effective efficient service.

Again, the hours and quantities shown in the CLIN's are the best estimates at the time of solicitation, and may change based-upon actual climatic conditions.

# ATTACHMENT D

## PERFORMANCE MEASURES

### LANDSCAPING AND GROUNDS MAINTENANCE

<u>DESIRED OUTCOMES</u>	<u>REQUIRED SERVICE</u>	<u>PERFORMANCE STANDARD</u>	<u>ACCEPTABLE QUALITY LEVEL (AQL)</u>	<u>MONITORING METHOD</u>	<u>INCENTIVES</u>	<u>DISINCENTIVES</u>
All Turf / grass / lawn areas shall present a neat well-groomed appearance at all times.	Lawn Mowing	<p>A minimum of 35 mowings during the estimated growing season of April 1 through October 31.</p> <p>Lawn height shall be maintained between 3 inches and shall not exceed 3 -1/2 inches in height between cuttings during the growing season unless otherwise authorized by the COTR. Native grass areas shall be maintained / brush-hogged on a monthly basis to meet accepted industry standard height, unless otherwise authorized by the COTR.</p>	100%	Periodic Inspection	Full payment of proper invoice	5% reduction of invoice
	Trimming	<p>Includes, but is not limited to, trimming around trees, shrubs, flower beds, fences, flagpoles, sidewalks, blacktop paving, curbing, and so forth, each time the lawn is cut.</p> <p>All grass and weed growth shall be removed from around appropriate areas and trimmed to the same height</p>	100%	Periodic Inspection	Full payment of proper invoice	5% reduction of invoice

as for grass cuttings. Weeds protruding up between cracks and crevices of all sidewalks and pavers, parking lots and so forth, shall be removed and the area sprayed with an environmentally and economically beneficial product / agent in compliance with environmental regulations / requirements to prevent them from reappearing.

Trimming / mowing outside of and beyond the perimeter fence-line shall be maintained in accordance with ECC property boundary limitations. Growth under all fence-line areas shall be treated, in lieu of using grass trimmers, with an environmentally safe agent in compliance with environmental regulations / requirements to prevent volunteer growth of grass, weeds, and erosion.

Edging	Grass and weeds adjacent to and around curbs, patios, concrete walks, parking lots and so forth, shall be edged at least every other mowing and shall be controlled to maintain a neat appearance. All grass and or weed trimmings from sidewalks, entranceways and parking lots shall be removed and recycled after each mowing.	100%	Periodic Inspection	Full payment of proper invoice	5% reduction of invoice
Fertilizing	Fertilize all lawn areas including the native grass areas a minimum of four (4) times per growing season with palletized lime, and once at the end of the season with an accepted industry standard slow release fertilizer. Fertilizer shall be applied in accordance with manufacturer instructions. All lawn areas and ground covers, including	100%	Periodic Inspection	Full payment of proper invoice	5% reduction of invoice

flowerbeds and tree rings, shall have a uniformed, healthy color and appearance.

All areas shall present a uniformed well-maintained appearance at all times.

Weeding

Pre-emergent weed control shall not be used. Weeds shall be removed by the root and recycled appropriately.

100%

Periodic Inspection

Full payment of proper invoice

5% reduction of invoice

Pleasant and colorful appearance of all flowerbeds.

Flower Bed Maintenance

Includes, but is not limited to, maintaining flowerbeds by watering, removing weeds, and trimming back and / or removing dead or dying plants, adding the accepted industry amount of fresh double-shredded hardwood mulch twice per growing season.

100%

Periodic Inspection

Full payment of proper invoice

5% reduction of invoice

All mulch in beds and tree rings shall be turned and fluffed twice per growing season to give a newly mulched appearance and to provide for better aeration in-between mulchings. Non-perennial flowerbeds shall be re-planted twice per season (spring and fall) with plants similar to existing ones (or as approved by the COTR).

Fertilizing of ground covers, perennials, shrubs and trees shall be completed twice per growing season (spring and summer) using an environmentally and economically beneficial product / agent. All perennials shall be cut-back in early spring to promote new growth.

All areas to be kept free of leaves and trimmings throughout the year.	Raking	Watering and weeding, and removing and / or trimming back of dead or dying plants shall be completed at the same interval as mowing.  Rake, remove, and recycle all leaves and trimmings.	100%	Periodic Inspection	Full payment of proper invoice	5% reduction of invoice
All trees and shrubs shall be maintained to present a neat, well-groomed appearance at all times.	Trimming / Pruning of  Trees and Shrubs	All trimming shall be in accordance with a three-year pruning cycle and / or in accordance with ANSI Z133.1, as well as the American Society of Landscape Architect's. Tree-topping and de-horning shall not be permitted.  All debris, as a result of this service, shall be removed from the premises within 24 hours and taken to a recycling center nearby, or otherwise properly disposed of at no cost to the Government and notify the COTR in writing upon completion.	100%	Periodic Inspection	Full payment of proper invoice	5% reduction of invoice
Unimpeded entry / exit to campus during times of snowfall and ice	Complete Snow Removal  and Ice Abatement	Provide snow removal services so that at least 90% of all parking spaces are available for parking at all times	100%	Periodic Inspection	Full payment of proper invoice	25% reduction of invoice



formulation.

Remove snow from the parking spaces / areas and sidewalks following all snow-falls of two inches or more and / or when un-secure footing conditions exists on sidewalks, plaza areas, and all other walking surfaces for IRS employees / visitors. All accumulations of ice shall be abated immediately by applications of environmentally

and economically beneficial products / agents and other means.

Sidewalks and other walking paths shall be clear of snow and ice throughout normal business hours, even if snow or ice is continuing to fall during that time period. Snow shall be plowed from parking areas, and sidewalks shall be cleared before prime shift hours (6 AM to 6 PM) and before each shift change so parking is available to IRS staff throughout IRS business hours.

If snow accumulation exceeds the capability to pile the snow on IRS premises in a manner approved by the COTR, hauling of snow may be initiated by the Government.

Be on-site by the time the site accumulation has reached 2 inches and shall work continuously until the snow is abated from all areas as specified herein. It is the successful offeror's responsibility to respond and be on-site to address each snow and / or ice situation that occurs without being directed to do so by the Government (the onus rests solely with the contractor). However, in addition, the successful offeror shall respond and have a crew on-site

within 1/2 hour after being notified for all other COTR initiated emergency requests such as un-secure footing

Unimpeded entry / exit to campus during times of snowfall and

ice formulation  
(Continued).

on sidewalks and/or plaza areas.

Snow mound height shall be pre-approved by the COTR and if necessary, an IDIQ to haul away excess snow will be issued by the COTR.

Snow removal of the special concrete pavers / stepping stones in front of the ECC building shall be performed in an acceptable industry standard method so as not to cause damage.

Special environmentally and economically beneficial ice-melting products / agents, as approved by COTR, shall be applied. Parking lot and roadway surfaces shall have an accepted industry standard ice and snow accumulation preventative mixture applied. This mixture shall be an environmentally and economically beneficial product / agent.

All doors / gates must remain closed / secured.

Safety

It is imperative that contractor / sub-contractor employees ensure that doors

100%

Periodic Inspection

Full payment of proper invoice

20% reduction of invoice

and gates which must be accessed in order to perform contracted services, are properly closed / secured by the employees immediately upon entry / exit. This is especially important in and around the child care center to prevent young children from unexpectedly leaving the premises without adult supervision. This is a serious safety concern and must be prevented.

Meet environmental regulations for Hazardous Waste management.

Waste Management

Do not store hazardous waste on-site, it shall be removed

100%

Periodic Inspection

Full payment of proper invoice

25% reduction of invoice

from the site daily and disposed of in accordance with all Federal, State, and Local regulations.

Maintain documentation showing the date, commercial firm performing the disposal, and method of disposal for five (5) years, and make available to the Government upon request.

Notify COTR immediately when any amount of hazardous material or waste is released into the environment or if a spill occurs. The burden for clean-up rests entirely with the contractor.

Maintain a record of all hazardous materials brought on-site, for five (5) years. The records shall include a (MSDS) Material Safety Data Sheet for each hazardous material. All hazardous materials are to be stored in accordance with guidance contained in 40 CFR 260-270. Quantities shall be limited to a 30-day supply, and shall only be the required amounts for task orders. When not in use, hazardous materials shall be sealed tightly.

<u>UNDESIRED OUTCOMES</u>	<u>REQUIRED SERVICE</u>	<u>PERFORMANCE STANDARD</u>	<u>ACCEPTABLE QUALITY LEVEL (AQL)</u>	<u>MONITORING METHOD</u>	<u>INCENTIVES</u>	<u>DISINCENTIVES</u>
Unscheduled facility / equipment outages or failure to successfully perform contracted services.	Successful performance of contracted services, with no Facility / Equipment Outages.	Perform contracted services in such a manner as to neither accidentally nor purposefully cause unscheduled facility / equipment outages. As well as ensure successful performance of contracted services.	100%	Periodic Inspection	Full payment of proper invoice	All unscheduled facility or equipment outages attributed to negligence, whether accidental or purposeful, on the part of the successful offeror in performance of work included in this contract,

failure to successfully perform any work required as part of this contract (such as poorly performed snow removal services), or failure to coordinate an outage that affects the IRS mission shall be assessed disincentives amounting to the actual costs to the Government to make repairs or corrections resulting from the outage, and the actual costs of lost productivity by employees unable to work as a result of the unscheduled outage.

## **ATTACHMENT E**

### HSPD-12 PIV 1 PROCEDURES MANUAL

The following link will take the reader to the HSPD-12 Procedures that are mandated by IRT No. 08-17 dated February 5, 2008.

[http://hspd12.web.irs.gov/policy\\_guidelines/hspd\\_12\\_piv\\_procedures\\_manual.doc](http://hspd12.web.irs.gov/policy_guidelines/hspd_12_piv_procedures_manual.doc)

## ATTACHMENT F OFFEROR'S REFERENCE SHEET

Name Of Offeror: \_\_\_\_\_

Reference Sheet # \_\_\_\_ of 3

**(Complete One Sheet for Each of Your Three References-Please Type or Print)**

1. Provide Name and address where work performed of Customer / Government Agency.	
1a. Name and phone number(s) of contact who can verify your work performance and submitted information.	
1b. Their email address.	1c. Government Contract number if applicable.
2. Provide a brief description of <b>all</b> services performed on the contract, type of environmentally and economically beneficial products / agents used (if any).	
3. Square footage serviced	
Square Footage:	
5. What was the dollar value of the contract per year:	Total for term of contract:
6. Number of permanent supervisors / employees assigned to the contract project.	Supervisors:          Employees:
7. Names of all Sub-Contractors and their roles on the contract.	
Name:	Role:
Name:	Role:
Name:	Role:
Name:	Role:
8. Brief statement regarding your compliance with the contract terms and conditions.	
9. Your statement regarding any known performance outlined as unacceptable and / or not in accordance with the contract terms and conditions.	
10. If contract was not renewed for all option years, what is your explanation why it was not renewed?	

**Note:** If additional space is required to answer, in detail, any of the above questions please provide one separate page with the question number(s) and your response.

**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 address: <http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)	(JUNE 1999)
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS (SEPT 2006)	(OCT 2000)
52.217-5	EVALUATION OF OPTIONS (JUL 1990)	(JUL 1990)
52.237-1	SITE VISIT (APR 1984)	(APR 1984)

(End of provision)

## COMMUNICATIONS REGARDING THIS SOLICITATION

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Richard Chandler, Contract Specialist  
 E-Mail: [Richard.H.Chandler@irs.gov](mailto:Richard.H.Chandler@irs.gov)  
 Address: Internal Revenue Service  
 Office of Business Operations  
 6009 Oxon Hill Road, Room 5-136 (Mail Room)  
 Attn: Richard Chandler, OS:A:P:B:A:A  
 Oxon Hill, MD 20745

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible but no later than **October 2<sup>nd</sup>, 2008 @ 12:00pm Eastern Standard Time (EST)**; questions will only be received via email ([Richard.H.Chandler@irs.gov](mailto:Richard.H.Chandler@irs.gov)). All answers will be submitted as an amendment to the solicitation. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offeror's reasonably in advance of the due date.

### **GENERAL**

- 1) The government requires a minimum proposal acceptance period of 60 days from the date specified in block 8 of the accompanying SF 1449.
- 2) The offeror shall submit an original and three (3) copies each of the technical proposal and price proposal (to include the **MARK-UP on Sub-contracted Services**), and one (1) copy of the completed Representation and Certification (FAR 52.212-3).
- 3) Offerors are reminded that the acceptance criteria of a late proposal are contained in FAR Clause 52.212-1, Instructions to Offerors – Commercial Items (JAN 2005). To ensure timely receipt, offerors are encouraged to hand carry or overnight express their proposals. All packages containing proposals submitted to the Internal Revenue Service in response to this solicitation shall be addressed and conspicuously marked on the outside of the packages as follows:

Internal Revenue Service  
 Office of Procurement  
 Office of Business Operations  
 Attention: Richard Chandler, OS:A:P:B:A:A  
 Constellation Centre, Room 5-136 (Mail Room)  
 6009 Oxon Hill Road  
 Oxon Hill, MD 20745  
 Solicitation Number: TIRNO-08-R-00022

- 4) The offeror must submit its price in accordance with Block 20 of the SF 1449, and provide



any **MARK-UP on Sub-contracted Services**.

5) Facsimile proposals **will not** be accepted

6) Solicitation amendments will be issued via electronic posting on the IRS web page at <http://www.irs.gov/opportunities/procurement/article/0,,id=125378,00.html>, and it shall be the offeror's sole responsibility to monitor this site for notification of amendments.

7) Only the required minimum amount of information is requested to provide for proper evaluation. Efforts should be made to keep offers as brief as possible, concentrating on substantive information essential for a proper evaluation. All information submitted shall be current as of the month this Request for Proposal (RFP) was issued and shall be specific and complete. Failure to comply with the instructions may result in an offer being rejected for being non-responsive.

8) Discussions and Correspondence – All communications concerning this solicitation, including any of a technical nature, must be submitted to the Contracting Officer. Correspondence including written questions shall be sent via e-mail to [Richard.H.Chandler@irs.gov](mailto:Richard.H.Chandler@irs.gov) by **12:00 pm on October 2<sup>nd</sup>, 2008 (EST)**.

## **PROPOSAL INSTRUCTIONS FOR OFFERORS**

The Offeror shall provide, with its proposal, the name, telephone number, resume, and address of the person, who upon contract start, will act as the **On-Site Project Manager**. The On-Site Project Manager is considered essential to the work being performed under this contract.

As minimizing down-time is of the essence, the On-Site Supervisor / Manager / Project Manager, as well as Maintenance Personnel, should be mechanically inclined to make repairs to snow removal and landscaping equipment. The manager must be knowledgeable in the horticultural field, in which a relevant degree would be very beneficial.

**Price proposals** will be evaluated to ensure that they are competitive and reasonable. The following factors form the basis for price evaluation.

(A) Reasonableness and appropriateness of the burdened rates, basis on comparison with other offers received and with existing contracts utilized by the IRS for the acquisition of same / similar services.

(B) The extent to which the proposal appears generally properly stated and well documented.

In addition, offeror's must submit a price breakdown for CLIN's 0001 and 0004, to include equivalent option year CLIN's, that shows the total price over the growing season of April 1<sup>st</sup> through October 31<sup>st</sup> (7 months). Then spread the total price for CLIN's 0001 and 0004, to include equivalent option year CLIN's, for the seven (7) months growing season over ten (10)

months for the base year, and over twelve (12) months in the remaining four (4) option years. This will allow payment for the services rendered only during the growing season, to be spread out over the base year, as well as over each successive option year used. The growing season customarily extends from April 1 through October 31 of each year, a total of seven months, but this period may be extended by the Contracting Officer's Technical Representative (COTR) during any contract year based-upon climatic conditions.

All quantities shown in the Contract Line Items (CLIN's) are estimates based-upon the best information available to the Government at the time of solicitation. The following pricing instructions apply:

Offerors should price Item Numbers ending in **01, 02 and 04** on a monthly basis (fixed).

Item Numbers ending in **03 and 05** are items which will be ordered by the Government on an "as needed" basis.

Offerors should price Item Numbers ending in **06 or 07** on a "per instance" basis, on a sliding scale considering the depth of snowfall.

Offerors should price Item Numbers ending in **08, 09 and 12** on a "per instance" basis. Prices should include labor, and environmentally and economically beneficial agents / products needed to perform the tasks.

Item Numbers ending in **10 and 11** are hourly charges for the use of trucks and front end loaders to load large quantities of snow and haul them to designated areas away from buildings and parking lots.

Again, the hours and quantities shown in the CLIN's are the best estimates at the time of solicitation, and may change based-upon actual climatic conditions.

Proposals must be fully responsive and consistent with the requirements of the solicitation.

**Technical proposals** will be evaluated to ensure compliance with Evaluation factors identified under the title EVALUATION – COMMERCIAL ITEMS.

Each offeror's submission shall consist of eight (8) items:

**PRICE PROPOSAL (1-3):**

**Item 1:** Standard Form 1449 – Complete Blocks 17a, 17b, 30a, 30b, 30c

**Item 2:** Price Proposal, Block 20 SF 1449 including, on a separate sheet of paper – a paragraph explaining and specifying, the **MARK-UP on Sub-contracted Services**.

**Item 3:** A completed copy of the Representations and Certifications at FAR 52.212-3 (See FAR 52.212-3(b) for those representations and certifications that the Offerors shall complete electronically).

**TECHNICAL PROPOSAL (4-8):**

**Item 4:** Offeror's Experience

**Item 5:** Management Plan (MP)

**Item 6:** Quality Control Plan (QCP)

**Item 7:** Offeror's Reference Sheets

**Item 8:** Proposed On-Site Project Manager's name, telephone number, resume, and address

The offeror shall describe three (3) projects of similar type, magnitude and scope the offeror has performed as a corporate entity since January 2005 (please fully complete Item 7). Offerors bear sole and complete responsibility for assuring that the information is current, complete and accurate. Offerors are encouraged to follow-up with references to ensure that they respond to IRS inquiries. Reference sheets are limited to **THREE PER PROPOSAL**. Additionally, each Reference Sheet is limited to **TWO PAGES**. Total submission for this item is limited to **SIX PAGES**.

**ADDITIONAL REFERENCE SHEETS AND / OR PAGES WILL BE NEITHER READ NOR EVALUATED, AND WILL BE REMOVED FROM THE PROPOSAL.**

More weight will be given based upon:

- (1) Greater relevance of the projects to the required work, and
- (2) Feedback from prior clients regarding performance by the offeror.

Additional weight **may** be given for references provided where the offeror has successfully used environmentally and economically beneficial products / agents.

**Please note:** The offeror is advised that outdated or inaccurate information provided by the offeror, or failure to provide completed Offeror's Reference Sheets (Item 7 above), will result in an Experience / Past Performance evaluation rating of neutral.

**Offerors are responsible for ensuring that their proposals are received by the individual identified below no later than 12:00 pm on October 16<sup>th</sup>, 2008 (EST):**

Internal Revenue Service  
Office of Procurement

Office of Business Operations  
 Attention: Richard Chandler, OS:A:P:B:A:A  
 Constellation Centre, Room 5-136 (Mail Room)  
 6009 Oxon Hill Road  
 Oxon Hill, MD 20745

-OR-

[Richard.H.Chandler@irs.gov](mailto:Richard.H.Chandler@irs.gov)

### **ADDENDUM TO 52.237-1 SITE VISIT**

A **MANDATORY** Site Visit will be held at U.S. Department of Treasury, Internal Revenue Service (IRS) Enterprise Computing Center (ECC) campus located at 250 Murall Drive, Kearneysville, WV. 25430, on **September 25<sup>th</sup>, 2008, at 9:30 am (EST)**. **All interested offerors must attend this site visit**. Proposals received from prospective offerors that do not attend the site visit **WILL NOT** be considered for award. The purpose of this site visit is to provide a briefing to prospective Offerors regarding the contract and the scope of work as described in the specifications; to conduct a tour of the campus so offerors may ascertain the complexities and location of the services to be performed, along with the general and local conditions which could materially affect the services required and the cost thereof.

Questions **will not** be entertained during the site visit. All questions resulting from the site visit must be **submitted in writing** to the Contracting Officer by **12:00 pm on October 2<sup>nd</sup>, 2008 (EST)**. An amendment to the solicitation will address all questions which are deemed to be submitted in a timely manner. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offeror's reasonably in advance of the due date.

Please arrive at the campus main entrance early in order to have automobiles checked through security and receive a building pass. Valid **official** photo ID (passport, driver's license, etc.) is required for access to the premises. A complete listing of all offerors attending the **MANDATORY** site visit is required via e-mail by **12:00 pm on September 22<sup>nd</sup>, 2008 (EST)**, anyone that is not included on the submitted list will be refused entry to the campus. Likewise, anyone arriving without a valid **official** photo ID (passport, driver's license, etc.), will be refused entry.

### **52.212-3 [52.212-3] Offeror Representations and Certifications\_ Commercial Items (Nov 2007)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA

website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(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.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except\_

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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 service-disabled 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 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern

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

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

(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 will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o 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 designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o 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 designated industry groups (DIGs).] Offeror represents as follows:

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

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

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

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 o is, o 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 o has, o 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) o 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 o is, o 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 o is, o 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.

(d) Representations required to implement provisions of Executive Order 11246\_

(1) Previous contracts and compliance. The offeror represents that\_

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

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

(2) Affirmative Action Compliance. The offeror represents that\_

(i) It o has developed and has on file, o 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 parts 60-1 and 60-2), or

(ii) It o 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act\_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 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. The terms component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American Act Supplies.

(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 Free Trade Agreements Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act Free Trade Agreements 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 and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, component, domestic end product, end product, foreign end product, Free Trade Agreement country, and United States are defined in the clause of this solicitation entitled Buy American Act Free Trade Agreements Israeli Trade Act.

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled Buy American Act Free Trade Agreements Israeli Trade Act:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) 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 Free Trade Agreements 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 Free Trade Agreements Israeli Trade Act Certificate, Alternate I. 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 Free Trade Agreements Israeli Trade Act:

Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

(3) Buy American Act Free Trade Agreements Israeli Trade Act Certificate, Alternate II. 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 Free Trade Agreements Israeli Trade Act:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated 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 or designated 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 covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated 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 or designated 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 Responsibility Matters (Executive Order 12689). (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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because

enforced collection action is stayed under 11 U.S.C. 2362 (the Bankruptcy Code).

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly\_

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that\_

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that \_

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications\_Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size



standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

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

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

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of provision)

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

### **ADDENDUM TO 52.212-2 EVALUATION—COMMERCIAL ITEMS**

The government intends to make award, **without discussions**, of a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract to the small business offeror whose proposal offers the “best value” to the Government, price and other factors considered. The Government will employ a “trade-off” process for obtaining a best value determination. In accordance with FAR 15.101-1, this process permits tradeoffs among cost or price and non-cost factors and **allows the Government to accept other than the lowest priced proposal**.

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

The Government will assign each proposal an overall adjectival evaluation rating of Outstanding, Excellent, Acceptable, Marginal or Unacceptable.

## **EVALUATION PROCESS**

The Government will evaluate proposals to determine which proposal represents the best value to the Government.

**Initial Evaluation:** Proposals will be reviewed for timely submission and conformance with the solicitation requirements (including all stated representations, certifications, and all other information required in the Proposal Instructions For Offerors).

**Price Evaluation:** Proposed prices, to include the **MARK-UP on Sub-contracted Services**, will be reviewed for completeness, reasonableness, and to determine if prices reflect a clear understanding of the work to be performed.

**Technical Evaluation:** Proposals will be evaluated to assess each Offeror's ability to accomplish the technical requirements of this solicitation.

## **EVALUATION FACTORS**

**The evaluation factors are listed in descending order of importance**

### **TECHNICAL**

#### **(A) Experience / Past Performance**

The Government will evaluate three (3) examples of projects of similar type, magnitude and scope the offeror has performed as a corporate entity in the last three years (please include contract numbers, points of contact with telephone numbers and other relevant information). More weight will be given based upon:

- (1) Greater relevance of the projects to the required work, and
- (2) Feedback from prior clients regarding quality performance by the offeror.

Additional weight **may** be given for references provided where the offeror has successfully used environmentally and economically beneficial products / agents.

**Please note:** The offeror is advised that outdated or inaccurate information provided by the offeror, or failure to provide completed Offeror's Reference Sheets, will result in an Experience / Past Performance evaluation rating of neutral.

**(B) Management Plan**

The Government will evaluate the offeror's plan for managing the project to ensure high quality and timely performance of required services. More weight will be given for plans which are more comprehensive and realistic as opposed to those which are vague, hard to follow or express unrealistically optimistic plans.

**(C) Key Personnel Qualifications / Experience**

The Government will evaluate the resume of the offeror's proposed on-site Project Manager, examining educational and work background and experience managing projects of this type and size. More weight will be given for relevancy of education and work experience, demonstrated expertise in handling people and projects, and stability.

**PRICE**

Proposals will be ranked according to price, including option prices and **MARK-UP on sub-contracted services**. An offeror's proposed prices, including **MARK-UP on sub-contracted services**, will be determined by multiplying the estimated quantities identified in Block 20 of SF 1449 by the proposed unit price for each Contract Line Item to confirm extended amounts for each. 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).

**All evaluation factors, other than cost or price, when combined, are significantly more important than cost or price.** The Government intends to evaluate offers and award a contract **without discussions** with offerors. 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. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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.

The Contracting Officer shall seek performance information on all offers based on:

1. The offeror's reference sheet
2. Data independently obtained from other Government (the National Institutes of Health Contractor Performance System(CPS) at NIH).
3. Past Performance Management System (PPIMS)
4. Other commercial sources

The Government, at its discretion, will obtain and evaluate information from sources other than those provided by the offerors. The Government will evaluate quality and timeliness of services, effective management of the contract, safety practices, and customer satisfaction. Offerors are authorized to provide information on problems encountered on these projects / contracts and provide information on the offeror's corrective action(s). In the case of an offeror **not having** a record of relevant past performance, or for whom information on past performance is not readily available, past performance will be evaluated neither favorably nor unfavorably.

The solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation Data Universal Numbering System (DUNS) Number, DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

The offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed

offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed during source selection.

(4) A summary of the rationale for award;

(5) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ)** contract resulting from this solicitation.

(End of provision)

#### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (May 2004)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **561730**.

(2) The small business size standard is **\$6.5 Million Avg. Annual Receipts**.

(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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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.

(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 service-disabled 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; and
- (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)

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(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.