

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 1666	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 8-25-06	PAGE OF PAGES 1 of 32
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1666	6. PROJECT NO.
7. ISSUED BY US GOVERNMENT PRINTING OFFICE ACQUISITION SERVICES, STOP: CSAS (RM A332) 732 NORTH CAPITOL STREET NW WASHINGTON, DC 20401	CODE	8. ADDRESS OFFER TO US GOVERNMENT PRINTING OFFICE ROOM B-104 STOP: PPSB 45 G STREET, NW WASHINGTON, DC 20401
9. FOR INFORMATION CALL:	A. NAME NATHAN WHEELING	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 202-512-0996

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

- Clean, re-finish, and lacquer the architectural bronze work and brassware at the US Government Printing Office (GPO), North Capitol and H Streets, NW, Washington, DC.
- The government estimates this project will cost between \$25,000 and \$100,000.
- ONE site visit has been scheduled for this project, see page 8.
- Drawing # F-5479 will be distributed at the site visit.

11. The Contractor shall begin performance within 15 calendar days and complete it within 90 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> x YES <input type="checkbox"/> NO	12B. CALENDAR DAYS TEN (10) DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 9:00 AM local time September 22, 2006. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee is required for 20% of total price.
- All offers are subject to the work requirements and other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> CODE _____ FACILITY CODE _____	15. TELEPHONE NO. <i>(Include area code)</i> 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
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17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS —

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> —	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
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26. ADMINISTERED BY _____ CODE _____	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY _____	31C. AWARD DATE
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STATEMENT OF WORK

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1. SCOPE:

1.1 Provide all labor, material, and equipment necessary to perform all work required for "Clean and Finish Bronze Doors, Grilles, Emblems etc in Main Lobby", at US Government Printing Office Building # 3 Washington D.C. 20401 as hereinafter specified.

A. Contract Drawings: F-5479.

2. PROJECT DESCRIPTION

2.1 The Project consists of the following work items:

North Capitol Entrances

- A. Exterior entrance consisting of three (3) pairs of swing door including frames, transom and hardware (both side).
- B. Exterior entrance consisting of six (6) window frames above doors (both side).
- C. Interior entrance consisting of three (3) pairs of swing door including frames, transom and hardware (both side).
- D. Interior entrance consisting of six (6) window frames above doors (both side).
- E. Interior entrance consisting of six (6) wall mounted heater grills.

Main Lobby Level

- F. Eight (8) swing doors, frames and hardware, (both sides).
- G. (a) Three (3) exposed view of elevator doors, frames and floor indicators.
(b) Two (2) call button plates.
(c) One (1) fire key plate.
(d) One (1) elevator indicator panel
- H. Three (3) small plaques, two (2) large Plaques.
- I. One (1) sign "Office Employment".

3. WORK SEQUENCE

3.1 The Work will be conducted in such a manner to provide the least possible interference to the activities of the Government's personnel and to cause no damage to the government property.

4. CONTRACTOR USE OF PREMISES

4.1 General: During the construction period the Government shall have full use of the premises, including use of the site. The Contractor's use of the premises is limited only by the Government's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

4.2 General: Limit use of the premises to construction activities in areas indicated; allow for Government occupancy and use by the public.

- A. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- B. Keep driveways, entrances serving the premises and alley clear and available to the public and the

GPO's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

- C. Disposal of Waste Materials: Do not dispose of organic and hazardous material on site.
- D. Existing Building: Maintain the existing building in a weather light condition throughout the construction period. Repair the damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Use of existing toilets within the building, by the Contractor and his personnel, will be permitted.

4. OWNER OCCUPANCY

4.1 Full Owner Occupancy: The U.S. Government Printing Office will occupy the building during the entire construction period. Cooperate with the Occupants during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Government's operations.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable)

END OF SECTION 01010

SECTION 05950 – CLEANING AND REFINISHING OF BRONZE

1. GENERAL

- 1.1 **Scope:** The purpose of this specification is to obtain services for cleaning, re-finishing and lacquer the architectural bronze work and brass ware at Main Lobby of U.S. Government Printing Office (GPO) Building # 3, North Capital and H Street, NW., Washington, D.C. The work includes but not limited to doors, grilles, emblems, moldings, door frames, hinges, exposed part of the lock sets, kick plates, and mop plates including all frame pieces to the transoms over the doors.
- 1.2 **General Requirements:** Contractor shall furnish all management, supervision of labor, equipment and materials necessary to perform the refinishing of the bronze work and brass ware in accordance with the requirement of these specifications. The contractor shall conduct a field survey within 15 days upon receipt of notice to proceed to prepare schedule of work. The schedule shall be specific as to type of service and date for each area listed for evaluation and approval of Project Officer. Changes to the schedule, whether requested by the contractor or GPO, will be negotiated by the Contracting Officer. The contractor shall notify 7 days in advance and obtain approval of the contracting officer for any changes in the schedule.
- 1.3 **Specialist:** The technician as well as firm shall have at least five (5) years of experience in cleaning and refinishing of bronze metal surfaces. The contractor shall submit a written record showing previous completed project on which the technician/specialist has worked.
- 1.4 **Hours of Operation:** For the purpose of this contract, duty hours are considered to be between 7:30 a.m. and 12:00 midnight. Tasks completed using chemicals that give off unpleased odors or fumes shall be done after 6:00pm or on weekends.

2. CLEANING AND REFINISHING OF THE BRONZE WORK AND BRASS WARE

2.1 WORK INCLUDED:

2.1.1 All items to be cleaned and refinished are listed in "Section 01010-Scope of Work" of these specifications. GPO architectural floor plans provided for reference and location of areas covered by this contract.

2.1.2 All architectural bronze and brass ware items shall be stripped of old lacquer, with acetone, lacquer cleaner or paint remover, acid cleaned and finishes to be applied as specified. All surrounding work shall be marked and sprayed with two (2) coats of primer and two (2) coats of acid resistant lacquer for bronzes. After completion the brass ware shall be satin finish with no dull patches, scratches, and/or stains. Adjacent surfaces such as walls, floors or ceilings damaged by the contractor's work shall be restored to original condition at no additional cost to the Government.

2.2 **SUBMITTALS:**

2.2.1 Furnish two samples of bare bronze plates, size 3"x5"x1/16" thick prior to start of work to the Project Engineer.

2.2.2 Submit one sample of the manufacturer's minimum sized container of the following items proposed for use with the manufacturer's label and seal intact for approval by the COTR prior to start of work:

- B. Lacquer remover
- C. Non-etching cleaner
- D. Abrasives
- E. Conversion coatings
- F. Lacquers

The seal and label must be consistent with the approved method of application.

2.2.3. The contractor shall provide five (5) copies of material safety data sheet (MSDS) of all material to be used in this project to the Contracting Officer for approval fifteen (15) days prior to start of work. If the MSDS are rejected, the contractor must identify a substitute that will meet the criteria listed in paragraph 5.1 above. MSDS must be less than three (3) years old to comply with the OSHA Hazard Communication Standard 29 CFR § 1910.1200.

2.3 **MATERIALS:**

2.3.1 Cleaning materials shall be limited to:

- A. Lacquer Remover: Methylene chloride flush-away type.
- B. Inhibitor Cleaner: 1% Benzotriazole solution (40gm/gallon of water)
- C. Solvent: A mixture of 75% toluene, 24 % acetone and 1% butyl acetate
- D. Dryer De-greaser: Butyl Cello solve Tri-chlor-ethylene
- E. Abrasives: Silicon carbide abrasive pads, Stainless steel wool, and powdered pumice stone used by bronze finishers shall comply with Fed. Specification # SS-P-821-B.

2.3.2 Conversion coatings material shall be limited to:

- A. Ammonium Chloride
- B. Cuprous Chloride - Hydrochloride
- C. Ammonium Sulfate
- D. Ammonium Polysulfide

2.3.3 Natural finish coatings material shall be limited to:

- A. Plenderleith's Formula Wax

B. Quality commercial automotive paste wax

2.3.4 Clear Organic coatings material shall be limited to:

A. Acrylic type coatings, either thermosetting or air dry.

B. Silicone coatings frequently used as primers for either thermosetting or air dry.

2.4 **EXECUTION:**

2.4.1 Protect adjoining surfaces by masking, using drop cloths or by using other suitable coverings from the effect of cleaning and refinishing materials prior to surface preparation.

2.4.2 Proper preparation of the metal surface is vital. Work surfaces must be free of dust, oil, grease, loose particles and other contamination. Apply appropriate solvent/detergent to clean the work surfaces. Such solvents and detergent shall comply with Fed. Specification # P-D-220. Schedule all pretreatment so that dust and other contaminants shall not fall on the newly finished wet surfaces. The life of lacquer film is greatly dependent upon the cleanliness of the metal surface. Follow the cleaning procedures meticulously to avoid premature failure of the coating systems.

2.4.3 Remove existing lacquer with a flush away type stripper. The lacquer remover may be applied with a brass wire brush. Do not use steel wool. Apply all brush strokes with the grain of the metal. Allow the stripper to stand for several minutes then remove by wiping with clean waste or by flushing with water. Use several applications of stripper as required to remove existing lacquer film from the metal. Follow the stripping operation with an application of metal cleaner. Apply metal cleaner to limited area to avoid stain. Remove excess polish from crevices and corners. Remove any stains that occur with additional application of the cleaner. Use abrasive erasers for raised letters. Restore metal surfaces which have undergone de-zincification. Remove all traces of acid solution. Wipe the metal surface dry.

2.4.4 Remove all cleaner residue prior to an application of any coating product. Never allow more than 4 hours time lapse between surface preparation and coating. Report, in writing, to the Contracting Officer, any surfaces which are found to be unsuitable for refinishing. Wait until so directed before proceeding with work at these locations. Do not apply re-finishing material with the ambient temperature if less than 45 degrees F and more than 80 degrees F while refinishing the bronze metal.

2.5 **PRECAUTIONS:**

2.5.1 Exercise care, in stripping the clear organic coatings from any metal with statuary finishes to avoid marring the conversion film.

2.5.2 If repairs are necessary, limit brazing to concealed areas whenever possible to minimize the appearance of the differing color of the weld from the base material.

2.5.3 Cleaning residue and fingerprints are magnified in the conversion process. Exercise extreme caution to have all surfaces free of such disfigurations prior to applying statuary finish.

2.5.2 Do not proceed with field refinishing of matte dipped nor bright dipped chemical finishes, without verification as to the appropriateness of the proposed method of refinishing. These may require treatment that can not be satisfactorily accomplished at the site.

3. **FINISH:**

3.1 Bare metal (natural color of metal un-lacquered):

3.1.1 Apply cleaner to a limited area. Remove quickly by buffing with a clean soft cloth or clean waste. Use a pointed orange wood stick to remove excess polish from crevices and corners.

- 3.1.2 Avoid hand contact with the cleaned metal prior to application of finish coating.
- 3.1.3 To apply clear organic coatings, use only spray on process. Brush application is not acceptable.
- 3.1.4 Do not apply lacquer in inclement weather nor under conditions of high humidity. Take precautions to avoid fire.
- 3.1.5 Apply four (4) coats of lacquer or more to yield a minimum final dry film thickness of 1.0 mils. Measure the thickness with a micrometer or an electronic thickness gauge.
- 3.1.6 Allow air flash period of 30 minutes between coats. Do not allow the finish coat to be touch for at least one (1) hour after application. Harden time is 48-hours.
- 3.2 Waxed:
 - 3.2.1 Apply wax sparingly with a clean soft cloth and buff gently.
 - 3.2.2 Limit wax to formula listed herein 2.3.3, Natural finish coating material.

4. **CORRECTIVE WORK:**

- 4.1 Make good, immediately, any and all defects and omissions listed by the Project Engineer or COTR (Contracting Officer's Technical Representative). Match finish on each specific item. A patch-in appearance will not be accepted.
- 4.2 After inspections, touch up the surfaces marred by the procedures.
- 4.3 Upon completion and approval of the cleaning and refinishing, in any given area or on any specific items, remove protective coatings, masking tape, etc. replace all items removed during the performance of the work to their proper locations.

5. **SAFETY / ENVIRONMENTAL REQUIREMENTS**

- 5.1 The contractor shall be responsible for ensuring compliance with the most stringent provisions of the following:
 - 5.1.1. National Institute of Occupational Safety and Health (NIOSH) Guidelines.
 - 5.1.2. American National Standards Institute (ANSI) Guidelines.
 - 5.1.3. American Conference of Government Industrial Hygienists (ACGIH) Guidelines.
 - 5.1.4. National Fire Protection Association (NFPA) Standards 13, 14, 24, 25, & 130.
 - 5.1.5. Department of Labor, OSHA Standards.
 - 5.1.6. District of Columbia's regulations and requirement on occupational safety and health statutes.
- 5.2 The contractor shall submit a safety plan to the Contracting Officer for review prior to commencement of work.
- 5.3 Storage of hazardous or flammable material and wastes on GPO property is prohibited. The contractor shall remove such material every day from GPO property at the end of his day's work.
- 5.4 Smoking is prohibited at GPO facilities except in designated areas. The contractor's employees must observe GPO rule & regulation on smoking. Safety and COTR will notify the Contracting Officer for non-compliance of the requirements listed in paragraph 5.1 above.
- 5.5 For any work at height above six feet, the contractor must submit a detailed fall protection plan conforming OSHA requirements 29 CFR Part 1910, Subpart D; 29 CFR Part, Subpart L, and 29 CFR Part 1926, Subpart M.

- 5.6 The contractor must test the coating to be removed for heavy metal such as arsenic, barium, cadmium, chromium, lead, mercury, silver and selenium etc.. If any of the following material is present, then their handling and disposal is subject to Environmental Protection Agency (EPA) rules and regulations.

6. **GOVERNMENT FURNISHED FACILITIES**

- 6.1 Storage space is not available at site. The contractor is responsible for the safe guard of all his material, tools and his equipments.
- 6.2 The Government shall furnish water and electric power as necessary for the execution of the service described herein.

7. **SECURITY REGULATIONS OF THE GOVERNMENT PRINTING OFFICE**

- 7.1 The contractor and his employees shall be subject to and abide by all security regulations of the Government Printing Office. Therefore the contractor shall provide the name, address, social security number of each employee, working on this project, to Contracting Officer for identification badge. Employee must be bonafide and legal immigrant. In addition, the contractor shall be responsible for obtaining and furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the GPO Security Officer. All prescribed identification shall be immediately delivered to the Security Officer of the GPO for cancellation upon the release of any employee.
- 7.2 The contractor shall observe the GPO regulations regarding trespassing into areas outside of those authorized for his work.
- 7.3 If the contractor obtains permission to work other than the regular working hours of the Government Printing Office, Monday thru Friday, he must provide the names of employees who will be working after regular working hours, at least 24 hours in advance of their reporting to work. This information must be given to the contracting officer, and is required for security clearance purposes.
- 7.4 The contractor shall apply for parking permit(s) for the duration of the contract. He will be charged for it at prevailing commercial rate.

8. **PREMISE INSPECTION**

The contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including, but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of utilities, physical conditions at the site, the character of the equipment and facilities needed preliminary to and during the prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character of the site and any obstacles he may encounter, insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made part of this contract. Any failure by the contractor to acquaint himself with the available information will not relieve him from the responsibility or estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of information made available by the Government. **A site visit is scheduled for Thursday, September 7 at 10:00am. All prospective bidders are encouraged to attend, and drawings will be available at this time. Please contact Nathan Wheeling on (202) 512-0996 prior to that date if you plan to attend.**

- 8.1 **Occupancy of Premises:** The Government Printing Office will be occupied during the performance of the work under the contract. The work shall be performed in such a manner as to cause no interruption to the normal activities of the Government Printing Office.
- 8.2 **Cleaning Up:** Upon completion of the contract, the contractor shall leave the work and the premises in a clean, neat and workmanlike condition satisfactory to the contracting officer.
- 8.3 Contractor shall provide in writing maintenance instructions for GPO personnel for cleaning bronze and brass ware, recommended cleaners, etc.

9. **PRE-AWARD SURVEY**

As part of the pre-award survey, the bidders shall furnish at least five locations of previous contracts where brass and bronze has been maintained for at least one year. Names and phone numbers of people to contact on these projects shall also be furnished. Bidders will be evaluated on satisfactory performance of previous work.

10. **WARRANTY AND LIABILITY**

- 10.1 The contractor warrants that the work performed under this contract conforms to the contract requirements and is free from defect of material or workmanship performed by the contractor. This warranty shall continue for a period of two years from the date of final acceptance of the work.
- 10.2 The contractor, upon written notice from the Government, shall remedy at his own expense any such defects or failures to conform. The contractor shall also restore any work damaged in full filling the terms of this clause. Any work repaired or replaced hereunder will be subject to this warranty for a period of two years from the date of the completion of such repair or replacement.
- 10.3 Should the contractor fail to remedy any failure or defect, described in paragraph 1.1 aforementioned within reasonable time after receipt of notice thereof, the Government shall have the right to replace, repair, or otherwise remedy such failure or defect at the contractor's expense.
- 10.4 The warranty specified herein shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.
- 10.5 The contractor shall be responsible for all damages to the building and/or its contents (including machinery, the wood floor, printed or un-printed paper, etc.) caused either (a) by him during the course of work, or (b) resulting from defective labor and/or parts during the 24-month Warranty/Liability period previously specified.

CONTRACT ADMINISTRATION DATA

1. Contracting Officer (CO) Nathan Wheeling
(202) 512-0996

2. Contracting Officer's Technical Representative (COTR) To be appointed after award

3. Invoices **US Government Printing Office
Comptroller
North Capitol & H Streets, NW
Mail Stop: FMCS
Washington DC 20401
(202) 512-0874 - LOCAL
1-800-BILLGPO (1-800-245-5476) NON-LOCAL**

The COTR is the CO's official representative for the purpose of conducting routine day to day monitoring of the services performed under this contract and has the full authority to act on all matters except changes, disputes, or terminations WHICH REMAIN THE SOLE RESPONSIBILITY OF THE CO.

(Construction Contract)

IMPORTANT - PLEASE READ CAREFULLY

To insure the submission of complete bids and to avoid omissions that could result in your bid being nonresponsive, please check each of the following:

1. Have you rechecked your estimate? Are all items and amounts included?
2. Is bid amount entered in proper space provided on the SF-1442. Solicitation, Offer and Award Construction, Alteration, or Repair?
3. Have you completed all alternates, Separated Prices and Unit Prices (if any) on the SF-1442?
4. Have you acknowledged, on the SF-1442, receipt of all amendments (if any) issued to the specifications?
5. Have you properly completed and checked the appropriate box of each bidder under Representations and Certifications?
6. Have you properly completed the supplements to SF-1442, including the Competency of Bidder Certification (where required)?
7. Do your subcontractors meet all applicable eligibility and qualification requirements?
8. Does your bid guarantee conform to the requirements of SF-1442?
9. Have you read the Stop Work/Termination Clauses?
Submission and acceptance of your bid commits you to complete your contract within the time specified.
10. Have you read the "Equal Opportunity" clause and do you fully understand your obligations regarding this requirement.
11. Have you familiarized yourself with the applicable contracting provisions covering Utilization of Small Business Concerns and Small Disadvantaged Business Concerns?
- Have you properly complied with the appendixes to SF-1442, including (if appended) the Notice of Requirements for Submission of Affirmative Action Plan to Ensure Equal Employment Opportunity?
13. Have you familiarized yourself with the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act, entitled: Safety and Health Regulations for Construction," 29 Code of Federal Regulations, Part 1926 and Occupational Safety and Health?
14. CAUTION - LATE BIDS- See Solicitation Provisions (Advertised), clause entitled "Late Submissions, Modifications, and Withdrawal of Bids" which provides that late bids and modifications or withdrawals thereof sent through the mails ordinarily will be considered only if timely mailed by REGISTERED MAIL or by CERTIFIED MAIL for which a POSTMARKED RECEIPT has been obtained. (See Solicitation Provisions Sealed Bid Clause Number 8)
15. Have you noted the requirements of the wages under the "Davis Bacon Act" which are to be paid to employees working on this project?
16. Have you fully completed and signed the SF-1442?

Representations and Certifications	Reference
Name and Address of Offeror	Date of Offer

"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)

1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION APR 2002) (DEVIATION MMAR 52.219-1)

(a) Representation. The offeror represents and certifies as part of its offer that it is or is not a small business concern.

(b) Definition. Small business concern, as used in this provision, 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 and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a 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 (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-3 TAXPAYER IDENTIFICATION (Oct 1998)

(a) *Definitions.*

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) *Taxpayer Identification Number (TIN).*

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

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

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
 - Foreign government;
 - International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) *Common parent.*

- * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- * Name and TIN of common parent:

Name _____

TIN _____

ITEMS 3, 4, 5, AND 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

3. 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

4. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract

5. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It * has, * has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It * has, * has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

6. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

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

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

ITEMS 7-11 DO NOT APPLY TO PROCUREMENTS OF \$25,000 OR LESS MADE THROUGH SMALL PURCHASE PROCEDURES.

7. 52.219-2 EQUAL LOW BIDS (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

8. 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, * intends, * does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner

(Street Address, City, and Operator of the Plant

State, County, Zip Code) or Facility if Other than

Offeror or Respondent

9. 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 * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(b) Have * have not *, within the 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; [**This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.**]

(c) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [**This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.**]

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

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

(ii)(A) [**This paragraph (a)(1)(ii) is stayed indefinitely.**] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (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.

10 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ [insert full name of person(s) in
the offeror's
organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

that the prior SF 119 applies to this offer or quotation.

11. 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

(Applicable if the offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is , is not listed on the Environmental Protection Agency List of Violation Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

CONSTRUCTION CONTRACT CLAUSES

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.

MMAR changes apply to solicitation issued on or after the effective date of the change.

Also, the full text of a clause may be accessed electronically at this/these address(es)

<http://www.gpo.gov>

CONSTRUCTION CONTRACT CLAUSES (FIXED PRICE)

NUMBER	TITLE	DATE
52-202-1	Definitions	Dec 2001
52.203-3	Gratuities	Apr 1984
52-203-5	Covenant Against Contingent Fees	Apr 1984
52-203-7	Anti-Kickback Procedures	Jul 1995
52.209-1	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.214-26	Audit -- Sealed Bidding	Oct 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data -- Modifications -- Sealed Bidding	Oct 1997
52.214-28	Subcontractor Cost or Pricing Data -- Modifications -- Sealed Bidding	Oct 1997
52.215-1	Instruction to Offerors - Competition Acquisition	May 2001
52.215-2	Audit -- Negotiation	Jun 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Aug 1996
52.222-26	Equal Opportunity	Apr 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	Feb 1999
52.222.35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	Dec 2001
52-222-36	Affirmative Action for Handicapped Workers	Jun 1998
52.222.37	Employment Reports on Special disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-4	Patent Indemnity -- Construction Contracts	Apr 1984
52.228-2	Additional Bond Security	Oct 1997
52.228-5	Insurance - Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Jan 1991
52.232-23	Assignment of Claims	Jan 1986
52.236-2	Differing Site Conditions	Apr 1984
NUMBER	TITLE	DATE
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence by the Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Feb 2000
52.236-8	Other Contracts	Apr 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr 1984
52.236-10	Operation and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention	Apr 1984
52.236-14	Availability and Use of Utility Services	Nov 1991

52.236-15	Schedules for Construction Contracts	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction	Feb 1997
52.242-14	Suspension of Work	Apr 1984
52.243.4	Changes	Aug 1987
52.243.5	Changes and Changed Conditions	Apr 1984
52.245-3	Identification of Government Furnished Property	Apr 1984
52.246-12	Inspection of Construction	Aug 1996
52-246-21	Warranty of Construction	Mar 1994
52.247-63	Preference for U.S. - Flag Carriers	Jan 1997
52.247-64	Preference for Privately Owned US - Flag Commercial Vessels	Jun 2000
52-249-2	Termination for Convenience of the Government (Fixed Price)	Sep 1996
52-249-10	Default (Fixed-Price Construction)	Apr 1984
52.249-14	Excusable Delays	Apr 1984

ADDITIONAL CONTRACT CLAUSES, CONDITIONS AND NOTICES

1. Authorities and Limitations
2. Restriction on Advertising
3. Specialist
4. Subcontracts
5. Standard References
6. Heat
7. Working Hours
8. Final Inspection and Test
9. Guarantee of Work
10. Equitable Adjustment
11. Pricing of Adjustments
12. Examination of Records by GPO
13. Noncompliance with Contract Requirements
14. Furnishing Information and Records
15. Disputes
16. Preaward Survey
17. Required Insurance
18. Safety Construction
19. Brand Name or Equal
20. Security Requirements of GPO
21. Bid Guarantee
22. Performance and Payment Bonds
23. Performance of Work by the Contractor
24. Hold Harmless and Indemnification Agreement
25. Service Protest
26. Protest After Award
27. Storage

CONSTRUCTION CONTRACT CLAUSES (Fixed Price)

GENERAL

1. AUTHORITIES AND LIMITATIONS

(a) All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. Whenever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interest of the Government, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this contract but only to the extent so specified. The Contracting officer may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him or designate additional representatives, specifying the extent or their authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone set authorized to issue such order. (End of Clause)

2. RESTRICTION ON ADVERTISING

The Contractor shall not refer to contracts awarded by the United States Government in commercial advertising in such a manner as to state or imply that the product or service provided is approved or endorsed by any element of the Federal Government or is considered by the Government to be superior to other products or services. Any advertisement by the contractor, including price-off coupons, which refer to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government." (End of Clause)

3. SPECIALIST

The term "Specialist," as used in the contract specification, shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision. (End of Clause)

4. SUBCONTRACT

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontract and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts

and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers. (End of Clause)

5. STANDARD REFERENCES

(a) All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards and specifications) cited in this contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

(1) Wherever reference is made to Standard Specifications of the Public Buildings Service, Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, or Interim Amendment's to Federal Standards, the Contractor shall comply with the requirements set out in the issue or edition identified in this contract.

(2) Wherever reference is made to any such document other than those specified in subparagraph (1) above, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

(b) Federal Specifications, Federal Standards, Standard Specifications of the Public Buildings Service and Public Buildings Service Standard Methods of Test may be obtained from the Business Service Center at any GSA Regional Office. Inquiries regarding "Commercial Standards", "Product Standards", and "Simplified Practice Recommendations" should be addressed to the Standard Development Service Section, National Bureau of Standards, Washington, DC 20234. Publications of Associations referred to in the specifications may be obtained directly from the Associations.

(c) Upon request the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in this contract and which governs quality and workmanship. (End of Clause)

6. HEAT

Unless otherwise specified or unless already provided by the Government the Contractor shall:

(a) Provide heat, as necessary to protect all works, materials, and equipment against injury from dampness and cold;

(b) Protect, cover and/or heat as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit (1) in the concrete during the placing, setting and curing of concrete, and (2) in the plaster during the application, setting and curing of plaster; and

(c) Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material, but in no case less than 50 degrees Fahrenheit, for a period beginning 10 days before placing of interior finished and finish materials and continuing until completion or beneficial occupancy of the area, whichever is earlier. (End of Clause)

7. WORKING HOURS

(a) It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Government.

(b) Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the

Contracting officer for determination. (End of clause)

8. FINAL INSPECTION AND TESTS

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and test will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting officer determines that the work is not ready by final inspection and so informs the Contractor. (End of Clause)

9. GUARANTEES

(a) Unless otherwise provided in the specifications, the Contracting guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for 1 year after the date of final acceptance or the date the equipment or work was placed in use by the Government, whichever occurs first.

(b)(J) If, within any guarantee period, the Contracting officer finds that guaranteed work requires repairs or change because of defective or inferior materials, equipment, or workmanship or is not in accordance with contract requirements, the Contracting Officer shall notify the Contractor in writing. The Contractor shall promptly, and without additional expense to the Government, correct:

(i) All guaranteed work;

(ii) All damage to equipment, the site, the building or its contents resulting from the unsatisfactory guaranteed work; and
(iii) Any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

(2) If the Contractor fails to proceed promptly in accordance with guarantee, the Government may have such work performed at the expense of the Contractor.

(c) Any special guarantees that may be required under the contract will be subject to paragraphs (a) and (b), insofar as they do not conflict with special guarantees.

(d) The Contractor shall furnish to the Government:

(1) Each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of business; (2) All information required to make such guarantee or warranty legally binding and effective; and (3) The information and the guarantee or warranty in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract. (End of Clause)

10. EQUITABLE ADJUSTMENTS

(a) The provisions of the "Changes" clause are supplemented as follows:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in the "Equitable Adjustments" clause, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(i) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

(ii) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following detail:

Material quantities by trades and unit costs (Manufacturing burden associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site).

Labor breakdown by trades and unit costs (identified with specific item of material to be placed or operation to be performed).

Construction equipment exclusively necessary for the change
Costs of preparation and/or revision to shop drawings resulting from the change

Workmen's Compensation and Public Liability Insurance

Bond Costs - when size of change warrants revision

Overhead, Profit and Commission

(2) The allowable overhead shall be determined in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31) in effect on the date of this contract. The percentage for profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following unless the contractor demonstrates entitlement to a higher percentage:

Overhead	Profit	Commission
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To contractor on work performed by other than his own forces ----
10%

To first tier sub contractor or work performed by his subcontractor
10%

To Contractor and/or the subcontractors for that portion of the work performed with their respective forces ----
To be Negotiated 10% ----

Not more than four percentages will be allowed regardless of the number of their subcontractors. The Contractor shall not be allowed a commission on the commission received by a first tier subcontractor. Equitable adjustments for deleted work shall include credits for overhead, profit and commission. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

(3) The Contractor shall submit with the proposal his request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.

(4) In considering a proposal, the Government shall make a check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

(5) After receipt of a proposal the Contracting Officer shall act thereon, within 30 days; provided however, that when the necessity to proceed with a change does not allow time properly to check a proposal or in the event of failure to reach an agreement on a proposal, the Government may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date. Such price shall not be more than the increase or less than the decrease proposed.

(6) If a mutually acceptable agreement cannot be reached, the Contracting Officer may determine the price unilaterally.

(b) The provisions of the "Differing Site Conditions" clause prescribed by FAR 52.236-2 are supplemented as follows: The Contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and limitations set out in paragraph (a) of this "Equitable Adjustments" clause. (End of Clause)

11. PRICING OF ADJUSTMENTS

When cost are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the contract cost principles and procedures in (41 CFR Part 31) in effect on the date of this contract. (End of Clause)

12. EXAMINATION OF RECORDS BY GPO

DIRECT COSTS

The Contractor agrees that the Public printer of the GPO or any of his duly authorized representatives shall, until the expiration of 3 years

after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Public Printer of GPO or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. (End of Clause)

13. NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting officer of non-compliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. (End of Clause)

14. FURNISHING INFORMATION AND RECORDS

(a) If the Contractor or any subcontractor under this contract, or the officers or agents of the Contractor or any subcontractor, refuses, except as provided by the terms of this contract, to furnish to any Government agency or any establishment in the legislative or judicial branch of the Government information or records reasonably pertinent to this contract, the following actions may be taken:

(1) In the case of a refusal by the Contractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, terminate the Contractor's right to proceed with the work. The rights and remedies provided in this clause are in addition to those outlined in paragraph (a) of the Default (Fixed-Price Construction) clause at FAR 52.249-10, paragraph (b) of the Liquidated Damages -- Construction clause at FAR 52.215-5 and to any other rights and remedies provided by law or under this contract;

(2) In the case of refusal by a subcontractor, its officers or agents, the Government may, after affording an opportunity to explain or justify such refusal, require the Contractor to terminate the subcontract without cost to the Government, or if the Contractor fails or refuses to effect such termination, the Government may terminate the Contractor's right to proceed with the work under this contract and thereupon the Government may avail itself of the rights and remedies referred to in subparagraph (a)(1) above.

(b) The term "subcontract" as used in this paragraph means any contract entered into, or any purchase order issued by, a prime contractor under a contract with the Government in connection with

(c) the performance of the prime contractor's obligations under this contract.

(d) The term "subcontractor" as used in this paragraph means a party to a subcontract other than the prime contractor under this contract. (End of Clause)

15. DISPUTES

(a) Except as otherwise provided in the contract, any dispute concerning a question of fact related to the contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall make his/her decision in writing and mail otherwise furnish a copy of thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Public Printer. The decision of the Public Printer, or a duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in the contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. PRE-AWARD SURVEY

So that the Government may be assured each bidder can satisfy the requirements of this Schedule, it reserves the right (1) to conduct a pre-award survey on any or all bidders, and (2) to consider the results of such survey in any determination to award.

- a. A pre-award shall establish the contractor's competence in technical, managerial, financial and similar areas related to the bidder's ability to perform.
- b. The Contractor is expected to cooperate in the pre-award and to provide all such reasonable information as may be necessary to its purposes.
- c. Only those bids from proven or obviously capable supplies are solicited.

17. REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance:

- (a) Workman's compensation insurance, including employees liability insurance as required by law.
- (b) Public injury insurance in an amount of not less than \$300,000 for any one person and \$1,000,000 for any one accident.
- (c) Property damage, liability insurance in an amount not less than \$250,000 on account of any one accident and \$1,000,000 aggregates.

18. SAFETY CONSTRUCTION

The contractor shall comply with the following directives:

- a. GSA Handbook PBS P-5900.3. "Accident and Fire Prevention-Construction and Alteration Work."
- b. The Safety and Health Regulations for Construction issued by the Department of Labor, Bureau of Labor Standards, and found in Title 29, Chapter XIII, Part 15-18, Code of Federal Regulations.
- c. Safety regulations of the Government Printing Office (copies available on request).
- d. Williams-Steiger Occupational Safety and Health Act of 1970.
- e. All working conditions of the contractor's crew shall meet OSHA requirements.

- f. The contractor shall be responsible for furnishing and installing all necessary signs, barricades, posters, etc., as required to completely isolate the work area while performing the work.
- g. Directives of GPO Safety Officer-Directives as issued by GPO Safety Officer to correct unsafe conditions as determined by the Safety Officer during construction. Conditions will be based on the Safety Officer's interpretations of OSHA regulations. A length of time will be given to correct the problem. Failure to comply shall result in the Contracting Officer directing the contractor to stop work. There shall be no compensation allowed for stoppages involving safety problems.
- h. Material Safety Data Sheet (MSDS): The Contractor shall, prior to the start of the job, provide the Safety Branch with a copy of MSDS for each Contractor furnished material.
- i. Smoking: The Contractor shall assure that Contractor/Subcontractor employees comply with GPO smoking regulations (smoking is prohibited in GPO buildings, including the roof)
- j. The Contractor shall designate an employee to record and report any accident to GPO. The name of this person shall be furnished to the COTR prior to proceeding with the work.
- k. Protection of persons and property shall be provided throughout the progress of work.

19. BRAND NAME OR EQUAL

(As used in this clause, the term "brand name" includes identification of equipment by manufacturer and equipment number.)

- (a) if terms called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of equipment that will be satisfactory. Bids offering equal equipment (including equipment of the brand name manufacturer other than the one described by brand name) will be considered for award if such equipment is clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.
- (b) Unless the bidder clearly indicates in his bid that he is offering an "equal" piece of equipment, his bid shall be considered as offering the brand name equipment referenced in the invitation for bids.
- (c) If the bidder proposes to furnish an "equal" piece of equipment, the brand name, if any, of the equipment to be furnished shall be inserted in the space provided in the Invitation of Bids, or such equipment shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the equipment offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing activity. **CAUTION TO BIDDERS.** The purchasing activity is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustration, drawing, or other information) necessary for the purchasing activity to (i) determine whether the equipment offered meets the salient characteristics requirement of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by marking an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

Bidder shall state below the specified information on the equipment he proposes to furnish.

Manufacturers
Name _____

Equipment
Number _____

20. SECURITY REQUIREMENTS OF GPO

The Contractor and his employees shall be subject to and shall abide by all security regulations of the GPO. In addition, prior to the commencement of work, the Contractor shall be responsible for obtaining and furnishing to each employee and for requiring each employee engaged in the work, to display such identification as may be approved and directed by the GPO Security Office by submitting to the Contracting Officer the names and social security numbers of all workers. All prescribed identifications shall be immediately delivered to the security officer of GPO for cancellation upon release of any employee.

21. BID GUARANTEE (APR 1984)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds.

(1) to unsuccessful bidders as soon as practicable after the opening of bids, and

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

(c) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the bid, the bidder will;

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

22. PERFORMANCE AND PAYMENT AND BONDS (MAY 1989)

A bid guarantee is required as provided in Standard Form 1442, Solicitation, Offer and Award (Construction, Alteration, or Repair).

(a) If the contract price is more than \$25,000, the Contractor shall furnish a performance bond in a penal amount of 100 percent of the contract price, and payment bond is penal amount as follows:

(1) Fifth percent of the contract price if the contract price is more than \$25,000 but not more than 1,000,000; or

(2) Forth percent of the contract price if the contract price is more than \$1,000,000 but not more than \$5,000,000; if the contract price is over \$5,000,000, then forty percent of the contract price or \$2,500,000, whichever is less.

(b) If offers on one or more alternate and/or unit price offers were accepted in awarding the contract, contract price as used shall mean the aggregate of the lump sum amount plus the product of each unit price accepted multiplied by the applicable number of units specified in the bid form, plus or minus above such alternate offers as were accepted.

(C) Performance and payment bonds shall be submitted within the time specified on the Standard Form 1442, Solicitation, Offer, and Award for this contract unless and until the surety has made payment in settlement of claims by suppliers of Labor or material in accordance with the requirements of the Surety's undertaking under the payment or performance bond and has notified the Contracting Officer of the claims and amount so paid. (End of Clause)

23. PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equipment to at least twelve percent (12%) of the total amount of work to be performed under the contract. This

percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor request a reduction and the Contracting Office determine that the reduction would be to the advantage of the Government. (End of clause)

24. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and cost of whatsoever kind and nature for injury to or death of any person or persons, and for loss and damage to any property, occurring in connection with or in part from negligent acts or omissions of the contractor, and Subcontractor, or any employee, agent or representative of contractor or Subcontractor.

25. SERVICE OF PROTEST (VARIATION)

(a) Protests, as defined in Section 33.101 of the Materials Management Acquisition Regulation, (MMAR) that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief Acquisition Officer Service, U.S. GPO, Mail Stop AO, Washington, DC 20401.

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

26. PROTEST AFTER AWARD

(a) Upon receipt of a notice of protest (as defined in 33.101 of the MMAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work; or

(2) Terminate the work covered by the order as provided in the Default or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's right to terminate this contract at anytime are not affected by action taken under this clause.

27. STORAGE

The Contractor shall be responsible for the unloading, storing, and proper care and protection of all his personal property as well as any material or supplies to be utilized in the performance of this contract. Material, equipment, etc. may be stored on the premises in the area

designated by the Contracting Officer or his authorized representative. Vendor is cautioned to secure his property at all times. The Government is not responsive for the theft or mysterious disappearance of any property not its own whether guarded. Any storage space assigned by the Government is merely for the vendor's convenience and does not imply to any degree that GPO assumes responsibility for the vendor's use (or non-use) of that space. (STORAGE OF SUPPLIES AND EQUIPMENT AT THE WORK SITE WILL BE AT THE CONTRACTOR'S OWN RISK.) GPO will not provide any materials handling equipment or personnel to help unload materials. Unauthorized use of such equipment by the Contractor without written consent of the Contracting Officer shall not be attempted or permitted.

INSTRUCTIONS, CONDITIONS AND NOTICES

1. PREPARATION OF BIDS-CONSTRUCTION
2. EXPLANATION TO PROSPECTIVE BIDDERS
3. AMENDMENTS TO INVITATION FOR BIDS
4. SUBMISSION OF BIDS
5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
6. ALL OR NONE OFFERS
7. CONTRACT AWARD - SEALED BIDDING CONSTRUCTION

1. MMAR 52.214-18 Preparation of Bids--Construction. (Apr 1984)

(a) Bids must be--

- (1) Submitted on the forms furnished by the Government or on copies of those forms, and
- (2) *Manually signed*. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

2. MMAR 52.214-6-EXPLANATION TO PROSPECTIVE BIDDERS (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawing, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

3. MMAR 52.214-3- AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1999)

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

4. MMAR 52.214-5-SUBMISSION OF BIDS (Mar 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(c) Facsimile bids, modifications, or withdrawals will not be considered unless authorized by the solicitation.

5. MMAR 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of

bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

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

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

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

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

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

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. MMAR 52.214-19 Contract Award--Sealed Bidding--Construction (Aug 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work less than cost for some work and prices which are significantly overstated in relation to cost for other work.

LABOR STANDARDS (CONSTRUCTION CONTRACT)

1. MMAR 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation.

As prescribed in 22.305, insert the following clause:

Contract Work Hours and Safety Standards Act--Overtime Compensation (Sept 2000)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(d) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

2. MMAR 52.222-6 Davis-Bacon Act(FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is

attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division

Employment Standards Administration

U.S. Department of Labor

Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(2) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. MMAR 52.222-7 -- WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (End of clause)

4. MMAR 52.222-8 -- PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such record shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act) daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled "Davis-Bacon Act," that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required

to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete:

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in the Regulation. 29 CFR Part 3: and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12

5. MMAR 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

- classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a
- (b) Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.
- (c) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) Trainees.. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will not longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (c) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. (End of Clause)

6. MMAR 52.22-10 -- COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract. (End of clause)

7. MMAR 52.22 - 11 -- SUBCONTRACT (LABOR STANDARDS (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled "David-Bacon Act." "Contract Work Hours and Safety Standards Act-Overtime Compensation." "Apprentices and Trainees." "Payrolls and Basic Records." "Compliance with Copeland Act Requirements." "Withholding of Funds." "Subcontracts (Labor Standards)," "Contract termination - Debarment." "Disputes Concerning Labor Standards." "Compliance with Davis-Bacon and Related Act regulations." and - "Certification of Eligibility." and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract. (End of clause)

8. MMAR 52.222-12 CONTRACT TERMINATION DEBARMEN(FEB 1988)

A breach of the contract clauses entitled "Davis-Bacon Act." "Contract work Hours and Safety Standards Act - Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records." "Compliance with Copeland Act Requirements." "Subcontracts (Labor Standards)," "Compliance with Davis-Bacon and Related Act Regulations." or "Certification of Eligibility" may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. (End of Clause)

9. MMAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract. (End of Clause)

10. MMAR 52.222-14 -- DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes

between the Contractor (and any of these subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives. (End of Clause)

**11. MMAR 52.222-15 -- CERTIFICATION OF ELIGIBILITY
(FEB 1988)**

- (a) By entering into this contract, the Contractor certifies that neither it (not he nor she) nor any person or firm who has an

interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. (End of Clause)

AWARD BASIS

Award will be made to the lowest responsive, responsible bidder meeting all the requirements of the contract. Prompt payment discounts will be not be considered for evaluation purposes. However, this does not preclude the Government from taking prompt payment discounts offered. Any terms that are inserted by bidders for a net payment in less than 30 days may render the bid nonresponsive and may be rejected by the government.

ATTACHMENTS

1. Standard Form 24 - Bid Bond
2. Standard Form 25 - Performance Bond
3. General Decision No. DC20030003

BID BOND

(See instruction on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB NO.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND

BID IDENTIFICATION

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
						FOR (Construction, Supplies, or Services)

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.	Corporate Seal
		(Seal)	
NAME(S) (Typed)	1.	2.	Corporate Seal

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
------------	-------------	------------	-------

CONTRACT DATE	CONTRACT NO.
---------------	--------------

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
		(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

94-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 35
Date Of Revision: 05/23/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31

01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05

09100	- Furniture Refinisher Helper	13.85
09110	- Furniture Repairer, Minor	16.01
09130	- Upholsterer	18.05
11030	- General Services and Support Occupations	
11030	- Cleaner, Vehicles	9.67
11060	- Elevator Operator	9.79
11090	- Gardener	14.27
11121	- House Keeping Aid I	9.97
11122	- House Keeping Aid II	10.77
11150	- Janitor	10.12
11210	- Laborer, Grounds Maintenance	11.65
11240	- Maid or Houseman	9.97
11270	- Pest Controller	12.49
11300	- Refuse Collector	11.69
11330	- Tractor Operator	14.00
11360	- Window Cleaner	10.51
12000	- Health Occupations	
12020	- Dental Assistant	16.90
12040	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071	- Licensed Practical Nurse I	15.86
12072	- Licensed Practical Nurse II	17.79
12073	- Licensed Practical Nurse III	19.92
12100	- Medical Assistant	12.94
12130	- Medical Laboratory Technician	16.32
12160	- Medical Record Clerk	14.96
12190	- Medical Record Technician	16.47
12221	- Nursing Assistant I	9.32
12222	- Nursing Assistant II	10.48
12223	- Nursing Assistant III	11.94
12224	- Nursing Assistant IV	13.40
12250	- Pharmacy Technician	13.02
12280	- Phlebotomist	13.40
12311	- Registered Nurse I	24.92
12312	- Registered Nurse II	29.47
12313	- Registered Nurse II, Specialist	29.47
12314	- Registered Nurse III	35.65
12315	- Registered Nurse III, Anesthetist	35.65
12316	- Registered Nurse IV	42.73
13000	- Information and Arts Occupations	
13002	- Audiovisual Librarian	20.85
13011	- Exhibits Specialist I	17.98
13012	- Exhibits Specialist II	23.33
13013	- Exhibits Specialist III	28.07
13041	- Illustrator I	18.73
13042	- Illustrator II	23.42
13043	- Illustrator III	28.82
13047	- Librarian	24.54
13050	- Library Technician	17.18
13071	- Photographer I	14.67
13072	- Photographer II	17.18
13073	- Photographer III	21.52
13074	- Photographer IV	26.05
13075	- Photographer V	29.15
15000	- Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	- Assembler	8.71
15030	- Counter Attendant	8.71
15040	- Dry Cleaner	10.94
15070	- Finisher, Flatwork, Machine	8.71
15090	- Presser, Hand	8.71
15100	- Presser, Machine, Drycleaning	8.71

15130	- Presser, Machine, Shirts	8.71
15160	- Presser, Machine, Wearing Apparel, Laundry	8.71
15190	- Sewing Machine Operator	11.73
15220	- Tailor	12.43
15250	- Washer, Machine	9.31
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	18.95
19040	- Tool and Die Maker	23.05
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	19.38
21020	- Material Coordinator	19.05
21030	- Material Expediter	19.05
21040	- Material Handling Laborer	11.50
21050	- Order Filler	13.21
21071	- Forklift Operator	16.04
21080	- Production Line Worker (Food Processing)	15.93
21100	- Shipping/Receiving Clerk	13.15
21130	- Shipping Packer	13.15
21140	- Store Worker I	9.06
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210	- Tools and Parts Attendant	16.99
21400	- Warehouse Specialist	16.04
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	22.24
23040	- Aircraft Mechanic Helper	14.71
23050	- Aircraft Quality Control Inspector	23.43
23060	- Aircraft Servicer	17.82
23070	- Aircraft Worker	18.09
23100	- Appliance Mechanic	18.95
23120	- Bicycle Repairer	14.43
23125	- Cable Splicer	24.68
23130	- Carpenter, Maintenance	18.95
23140	- Carpet Layer	17.80
23160	- Electrician, Maintenance	22.59
23181	- Electronics Technician, Maintenance I	19.42
23182	- Electronics Technician, Maintenance II	21.92
23183	- Electronics Technician, Maintenance III	23.87
23260	- Fabric Worker	16.61
23290	- Fire Alarm System Mechanic	19.98
23310	- Fire Extinguisher Repairer	15.69
23340	- Fuel Distribution System Mechanic	21.05
23370	- General Maintenance Worker	17.28
23400	- Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430	- Heavy Equipment Mechanic	19.98
23440	- Heavy Equipment Operator	20.76
23460	- Instrument Mechanic	19.98
23470	- Laborer	14.27
23500	- Locksmith	18.95
23530	- Machinery Maintenance Mechanic	20.51
23550	- Machinist, Maintenance	21.52
23580	- Maintenance Trades Helper	14.54
23640	- Millwright	21.85
23700	- Office Appliance Repairer	18.95
23740	- Painter, Aircraft	21.29
23760	- Painter, Maintenance	18.95
23790	- Pipefitter, Maintenance	22.76
23800	- Plumber, Maintenance	20.99
23820	- Pneudraulic Systems Mechanic	19.98
23850	- Rigger	19.98
23870	- Scale Mechanic	17.88

23890	- Sheet-Metal Worker, Maintenance	19.98
23910	- Small Engine Mechanic	20.05
23930	- Telecommunication Mechanic I	22.21
23931	- Telecommunication Mechanic II	23.41
23950	- Telephone Lineman	22.21
23960	- Welder, Combination, Maintenance	19.98
23965	- Well Driller	19.98
23970	- Woodcraft Worker	19.98
23980	- Woodworker	15.32
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.58
24580	- Child Care Center Clerk	16.15
24600	- Chore Aid	9.29
24630	- Homemaker	16.75
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	22.57
25040	- Sewage Plant Operator	19.52
25070	- Stationary Engineer	22.57
25190	- Ventilation Equipment Tender	15.24
25210	- Water Treatment Plant Operator	19.72
27000	- Protective Service Occupations	
(not set)	- Police Officer	23.19
27004	- Alarm Monitor	16.79
27006	- Corrections Officer	18.10
27010	- Court Security Officer	20.72
27040	- Detention Officer	18.29
27070	- Firefighter	20.97
27101	- Guard I	11.51
27102	- Guard II	15.16
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	19.89
28020	- Hatch Tender	19.89
28030	- Line Handler	19.89
28040	- Stevedore I	18.71
28050	- Stevedore II	21.11
29000	- Technical Occupations	
21150	- Graphic Artist	22.81
29010	- Air Traffic Control Specialist, Center (2)	32.70
29011	- Air Traffic Control Specialist, Station (2)	22.54
29012	- Air Traffic Control Specialist, Terminal (2)	24.82
29023	- Archeological Technician I	15.78
29024	- Archeological Technician II	17.58
29025	- Archeological Technician III	21.94
29030	- Cartographic Technician	23.33
29035	- Computer Based Training (CBT) Specialist/ Instructor	31.26
29040	- Civil Engineering Technician	22.19
29061	- Drafter I	14.31
29062	- Drafter II	16.57
29063	- Drafter III	18.53
29064	- Drafter IV	23.33
29081	- Engineering Technician I	17.67
29082	- Engineering Technician II	19.84
29083	- Engineering Technician III	22.54
29084	- Engineering Technician IV	27.49
29085	- Engineering Technician V	33.62
29086	- Engineering Technician VI	40.67
29090	- Environmental Technician	21.22
29100	- Flight Simulator/Instructor (Pilot)	36.95
29160	- Instructor	26.54
29210	- Laboratory Technician	18.56

29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) 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.