

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 38
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER CFOM-08-SO-0157	6. SOLICITATION ISSUE DATE 12/15/2008	
7. FOR SOLICITATION INFORMATION CALL: a. NAME Sonda R. Owens, Contracting Officer			b. TELEPHONE NUMBER (No collect calls) 202-418-5182	8. OFFER DUE DATE/ LOCAL TIME See page 20	
9. ISSUED BY U.S. Commodity Futures Trading Commission Three Lafayette Centre 1155 21st Street, NW Washington, DC 20581			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: 238320 SIZE STANDARD: \$14 million (see page 34) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO See Block 19			16. ADMINISTERED BY TBD		
17a. CONTRACTOR/OFFEROR			18a. PAYMENT WILL BE MADE BY U.S. DOT - Mike Monroney Aeronautical Center Financial Operations Division, CFTC Accounts Payable Branch AMZ-150, PO Box 25710 Oklahoma City, OK 73125 E-Mail: 9-AMC-AMZ-CFTC@faa.gov		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See RFQ Section II				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
25. ACCOUNTING AND APPROPRIATION DATA					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED



CFOM-08-SO-0157

CFTC INTERIOR PAINTING

CONTINUATION OF STANDARD FORM 1449

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SECTION II – STATEMENT OF WORK

(A) Background

The Commodity Futures Trading Commission (“CFTC” or “Commission”) is responsible for regulating commodity futures and option markets in the United States. Congress created the Commission in 1974 as an independent agency, and has renewed and expanded the agency’s mandate several times since then, most recently by the Commodity Futures Modernization Act of 2000. The CFTC’s mission is to protect market users and the public from fraud, manipulation, and abusive practices related to the sale of commodity and financial futures and options, and to foster open, competitive, and financially sound futures and option markets.

The CFTC headquarters is located in Washington, DC at 1155 21st St. NW. The CFTC occupies office space on the 1st, 4th, 5th, 6th, 7th, 8th and 9th floors of the building. In order to improve the working conditions and the appearance at the CFTC, the agency requires a contractor to supply all material and labor to perform painting, as needed, of designated areas of the Commission’s estimated 108,500 square feet of wall space, consisting of offices, hallways, conference rooms, elevator lobbies, doors, frames, chair rail, and other areas within the CFTC office space.

The CFTC intends to award an indefinite-delivery, indefinite-quantity (IDIQ) task order contract to fulfill the agency’s painting needs. The purpose of the IDIQ contract is to provide for quick, cost effective response to the interior painting needs of the agency. This objective shall be achieved through the issuance of task orders issued under the terms and conditions of the IDIQ contract. Each individual task order will identify the rooms/areas and the square footage to be painted, the performance period, the work hours, and the fixed price of the effort.

The duration of the IDIQ contract shall be for a 1-year base period and shall include two 1-year options, to be exercised at the sole discretion of the CFTC [See SECTION III for additional information regarding task orders].

(B) Work Requirements

- The contractor shall be responsible for preparing walls for painting. Preparation shall be appropriate for the surface to be painted and type of paint to be applied. Preparation includes, but is not limited to, applying primer to walls (where needed), sanding surfaces, covering marks or gashes in the drywall by spackling, caulking, preparing and caulking chair railings, and resurfacing the area to a smooth finish. The contractor must completely cover all marks (gashes and stains) on the surfaces to be painted so that no marks show through.
- The contractor shall be responsible for painting all CFTC space that is described in each task order. Paint shall be applied to all previously painted interior surfaces such as walls, doors and the trim around doors, windows and windowsills. Paint shall be

applied carefully, until complete and even coverage is achieved, to produce a smooth finish free of runs or other defects.

- The contractor shall be responsible for verification of and matching paint colors, and types. Paint shall be washable and non-toxic and shall meet all Federal, State and Environmental Laws. The contractor shall be responsible for ensuring that the paint and all other materials used are appropriate for the surface (e.g.-paint adheres to the surface and does not flake, peel, etc). Paint that is currently used by the CFTC is Benjamin Moore:
 - Walls- Eggshell-Benjamin Moore French Canvas OC-41 Eggshell Finish.
 - Accent walls - Latex Eggshell Benjamin Moore HC-82.
 - Chair Rail, crown molding, wainscot and base direct to metal s/g OC-82.
 - Doors and frames direct to metal s/g OC-41.
 - Elevator doors and frames direct to metal s/g HC-82. The paint finish to be used for the doors and frames shall be direct to metal.
- The contractor shall be responsible for taping, covering up, and safe guarding the bar code labels that are on the office door frames so that the labels do not get damaged by the paint.
- The contractor shall reuse (where possible) or replace (as needed) any corner protectors that are impacted by the painting requirement. Replacement corner protectors shall be identical to the protectors that are currently in use in the impacted space.
- The contractor shall remove all painting materials, equipment, and debris generated from performance of this contract on a daily basis, and shall leave the work area broom swept or vacuumed, as needed, and clean. The CFTC will not provide storage space for contractor painting materials and equipment.
- The contractor must take proper precautions to protect all un-painted CFTC surfaces such as but not limited to carpet, blinds, cove base, glass, door trim, knobs, office equipment, windows and furnishings from paint, dust, debris, etc.
- The contractor shall maintain a valid business license for the District of Columbia, throughout the entire period of performance of this contract.
- Quality assurance shall be the responsibility of the contractor. The contractor shall be responsible for detecting and correcting any deficient condition that exists related to the contractor employees' workmanship and job performance prior to that condition being detected by the CFTC.
- The contractor shall be fully responsible for the effective supervision of all contract employees assigned to the CFTC site.
- The contractor shall work directly with the CFTC Contracting Officer Technical Representative (COTR) and the landlord to coordinate and ensure that equipment/supply deliveries are performed in accordance with and adhere to the landlord rules/regulations (See ATTACHMENT B).

(C) CFTC Responsibilities

- CFTC will supply the contractor with the Construction floor plans for each floor on which the agency occupies space (See ATTACHMENT C).
- The contractor is not responsible for furniture movement. CFTC will be responsible for furniture relocation and replacement of furniture, as deemed necessary by the CFTC.

(D) Environment

The contractor shall use industry standard methods to decrease paint fumes that may linger in the CFTC office space. The contractor shall assess paint fume potential before painting an employee-occupied space and ensure compliance with OSHA standards regarding employee safety.

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SECTION III – ADDITIONAL TERMS AND CONDITIONS

(A) Price Information

- The contract minimum guarantee is \$10,000.00.
- The maximum value for the contract, including the base and option periods is \$85,000.00. The maximum is the sum of the estimated total requirements for the life of the contract. If the government's requirement for services set forth in the solicitation do not result in orders in the amount described as the "maximum" it shall not constitute the basis for an equitable adjustment under this contract.

(B) Schedule

Work hours for each task order shall be agreed upon by the Contractor and the CFTC and will be reflected in the task order. It is anticipated that the work will be performed, as follows:

- Friday evenings after business hours (starting at 6:00PM)
- Weekend days (NLT 4:00PM on Sundays).

The contractor shall start work within 30 days of award of each task order and shall complete all work under the task order within the task order period of performance. The work completion date will be stipulated in each individual task order.

(C) Term

- **IDIQ** - The term for the IDIQ contract shall be for a period of 1-year, commencing upon date of award. This contract includes two 1-year options to be exercised at the sole discretion of the CFTC.
- **Task Order** - The period of performance for each individual task order will vary, depending on the amount of square feet of area to be painted and other considerations.

(D) Task Order Process

- A task order is the contractual instrument issued by the Government to the contractor to order work. Prior to the issuance of each task order, the CFTC COTR will contact the contractor and invite the contractor to visit the CFTC site to view the work areas that the agency has identified as needing painting. The contractor shall visit the CFTC within 10 days of the request from the CFTC to do so. At the visit the contractor and COTR will discuss, among other things, the period of performance for the task order.
- Prior to issuance of a task order, the contractor shall submit a written quotation to the CFTC that includes:
 - a) Description of work to be completed.
 - b) Fixed price for the work.
 - c) Period of performance.

The quotation may be submitted by fax to (202) 418-5414, by email or by other means to the CO.

The contractor shall submit the quotation to the CFTC Contracting Officer (CO), within 3 business days of the site visit.

- No separate payment will be made for the cost to attend the site visit.
- The CFTC CO will provide the contractor with a fixed-price task order. The contractor shall sign the task order and return it to the CFTC CO within 5 days of receipt. The CFTC CO will sign the task order and return a fully signed copy to the contractor. The signed task order becomes the contractor's notice to proceed. The contractor shall not initiate any work prior to receiving a task order signed by the CFTC CO [See SECTION III, J]. The contractor shall commence work on the task order within **30** days of receipt of the fully signed task order.
- The fixed price for each task order shall be equal to the applicable rate per square foot multiplied by the square footage of the wall space to be painted.
- Any task order issued under this contract shall be completed within the period of performance specified in the task order.
- When all work as outlined in the task order is completed, the contractor shall request a final inspection through the CFTC COTR.

(E) Insurance

Insurance coverage shall include (1) the minimum worker's compensation required by applicable law for all contractors, subcontractors and laborers performing work on this contract; and (2) general liability and personal property insurance required by applicable law with a deductible amount of \$10,000 or less and, in the case of general liability insurance, at least one million dollars (\$1,000,000.00) combined single limit generally and two million dollars (\$2,000,000.00) combined single limit for the Contractor and any persons/trades engaged in the fire/life/safety and/or MEP trades [See ATTACHMENT A for additional information on the insurance requirements].

(F) Inspection / Acceptance

The CFTC reserves the right to inspect all work during and/or upon completion of the task order, to ensure that the work meets its requirements. All materials used on this project shall be equivalent in quality to existing materials used in the CFTC.

(G) Warranty of Services

- The contractor shall guarantee to the CFTC the suitability of all labor/workmanship and materials furnished under the provisions of this contract and each task order issued therein, for a period of 12 months.
- Pursuant to the above, if the contractor is required to correct or re-perform its work, it shall do so at no additional cost to the Government, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as the

work initially performed. If the contractor fails or refuses to correct or re-perform the work, the CO may, by contract or other means, correct or replace with similar services and charge the contractor the cost incurred by the Government, or make an equitable adjustment in the contract price.

(H) Personnel Suitability

The contractor shall be responsible for ensuring that all of its personnel working on the CFTC site meet U.S. Citizenship requirements and/or are authorized to work in the United States. The contractor shall present the CFTC Personal Security Representative with confirmation of this status, prior to the contractor employees accessing the CFTC workspace.

(I) Liability

- The contractor shall be responsible for all liabilities which result from willful misconduct, negligence, or lack of good faith on the part of any of its officers and employees. Such liability is not restricted by any dollar limitations.
- The contractor is liable for any damage caused to CFTC or landlord property as a result of work performed under this contract. Any damage caused shall be the contractor's responsibility to correct, to the satisfaction of the CFTC.
- The contractor shall be responsible to CFTC for the acts and omissions of the contractor's employees and agents, and sub-subcontractors and their agents and employees, and other persons or entities performing portions of any work under this contract and task orders issued under this contract for or on behalf of the contractor or any of its subcontractors.
- To the fullest extent permitted by law, the contractor shall indemnify, defend and hold the CFTC harmless against any and all damages, losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, liens, claims, demands and causes of action of every kind and character based upon, arising out of or resulting from any error, omission, negligent act or intentional wrongdoing of the contractor, a subcontractor, any of their direct or indirect agents or employees, or anyone for whose acts they may be liable for in the performance of any work under this contract and task order issued under this contract, including specifically without limitations: (1) any liabilities, losses, costs, claim for damages or expenses (including attorneys' fees) for personal injury, including bodily injury or death sustained by any person whomsoever; (2) any damage to or loss of use property; (3) any increase in the cost of the contract or task order caused thereby; and (4) any other liability, damages, fines or penalties (except where reimbursement of fines and penalties is prohibited by law) including reasonable attorney's fees, costs of suit and settlements. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a

subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract and/or task orders shall be construed to operate as a waiver of any rights under this contract and/or task order, or of any cause of action arising out of the performance of this contract and/or task orders, and the contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the contractor's negligent performance of any of the services furnished under this contract.
- The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- If the contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(J) The Contracting Officer

The CO's name and address are as follows:

Commodity Futures Trading Commission
Office of Financial Management
Attn: Sonda R. Owens
1155 21st Street, NW
Washington, DC 20581
Telephone: 202-418-5182

The Contracting Officer shall be the only person authorized to issue task orders under this IDIQ contract.

(K) The Contracting Officer's Technical Representative

The COTR's name and address are as follows: TBD

The COTR is not authorized to issue task orders under this IDIQ contract.

(L) Technical Direction and Surveillance

(a) Performance of work under this contract and the task orders issued under this contract shall be subject to the surveillance and written technical direction of the COTR. The term "technical direction" is defined to include:

- (1) Directions to the Contractor, which provide clarification of the requirements described in the statement of work of this contract and task orders, including interpretation of drawings, specifications or technical portions of the work description.
- (2) Inspection and acceptance of deliverables completed by the Contractor.

(b) Technical Direction must be within the scope of work. The COTR does not have authority to and may not, issue any technical direction which:

- (1) Assigns additional work outside the SOW;
- (2) Constitutes a change as defined in the contract clause entitled “Changes”;
- (3) In any manner causes an increase or decrease in the total contract or task order price or the time required for contract or task order performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract or task order; or
- (5) Interferes with the contractor’s right to perform the terms and conditions of the contract or task order.

(c) All technical direction shall be issued in writing by the COTR. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed in this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR would increase the price of the contract or any task order or result in work outside the scope for the contract or task order, the Contractor shall not proceed but shall immediately notify the CO in writing. It is anticipated that within 30 days of receiving the notification from the Contractor, the CO will either issue an appropriate contract or task order modification or advise the Contractor in writing that:

- (1) The technical direction is rescinded in its entirety;
- (2) The technical direction is within the scope of the contract or task order, does not constitute a change under the “Changes” clause of the contract and that the Contractor should continue with the performance of the technical direction.

(d) A failure of the Contractor and CO to agree that the technical direction is within scope of the contract or task order, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the “Disputes” clause of the contract.

(e) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the COTR whom the CO shall appoint shall be at the Contractor’s risk.

(M) Invoicing and Payment

For purposes of the Prompt Payment Act, P.L. 97-177, payment under this contract, for each task order, will be due on the 30th calendar day, after the latter of (1) the date of actual receipt of a proper invoice in the office designated to receive, or (2) the date the supplies or services are accepted by the Government.

Incremental or progress payments will not be made. The fixed price of each task order shall be payable in full in accordance with the procedures set forth above and after completion and final acceptance by CFTC of all specified work.

An invoice shall be prepared and submitted to the designated billing office specified herein. A proper invoice must include the information listed in items 1-8 below. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within seven days after receipt of the invoice in the billing office.

1. Name and address of the Contractor.
2. Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
3. CFTC order number.
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
8. Taxpayer Identification Number (TIN).

Payment will be in accordance with the clause at FAR 52.232-33 "Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003)". Invoices may be submitted by mail or e-mail to the following billing office:

U.S. DOT - Mike Monroney Aeronautical Center
Financial Operations Division
CFTC Accounts Payable Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125
E-Mail: 9-AMC-AMZ-CFTC@faa.gov

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SECTION IV – CONTRACT CLAUSES

Federal Acquisition Regulations (FAR) Contract Clauses

52.252-2 - Clauses Incorporated By Reference (Feb 1998)

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

<http://www.acquisition.gov/far/index.html>

The following clauses are incorporated by reference:

- 52.204-7 Central Contractor Registration – APR 2008
- 52.212-4 Contract Terms and Conditions-Commercial Items – OCT 2008
- 52.236-5 Material and Workmanship - APR 1984
- 52.236-7 Permits and Responsibilities - APR 1984
- 52.243-5 Changes and Changed Conditions – APR 1984

The following clauses are provided in full text:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Oct 2008)

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

- (1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

- (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (4) [Reserved]
- (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Oct 1995) of [52.219-6](#).
 - (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Oct 1995) of [52.219-7](#).
 - (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (8) (i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\) \(4\)](#)).
 - (ii) Alternate I (Oct 2001) of [52.219-9](#).
 - (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\) \(14\)](#)).
- (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\) \(4\) \(F\) \(i\)](#)).
- (11) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (June 2003) of [52.219-23](#).
- (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\) \(2\)](#)).
- (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

- X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- ___ (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24) (i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- ___ (25) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\) \(3\) \(A\) \(ii\)](#)).
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\) \(2\) \(C\)](#)).
- ___ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (27) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- ___ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

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

X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

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

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

___ (40)(I) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)](#) [\(1\)](#)).

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

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

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

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

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

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

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

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

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

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

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

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

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

52.216-18 Ordering - OCT 1995

For the purposes of this clause the blanks are completed as follows: (a) issued from date of award through contract expiration.

52.216-19 Order Limitations - OCT 1995

For the purpose of this clause the blanks are completed as follows:

- (a) \$1,000.00
- (b)(1) \$20,000.00
- (b)(2) \$20,000.00
- (b)(3) 7 calendar days
- (d) N/A

52.216-22 Indefinite Quantity - OCT 1995

For the purposes of this clause the blank is completed as follows: Contractor shall not be required to make any deliveries under this contract after completion of all task orders issued during the contract period.

52.217-9 Option to Extend the Term of the Contract - MAR 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

SECTION V – QUOTATION PREPARATION INSTRUCTIONS

52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<http://www.acquisition.gov/far/index.html>

The following provision is incorporated by reference:

52.212-1 Instructions to Offerors—Commercial Items- JUN 2008

(A) **Standard Form 1449** – provide a completed Form 1449 [See page 1].

(B) **Price** – Quotes must be submitted as a fixed rate per paintable square foot, inclusive of all costs associated with fulfilling the requirement (materials, labor, cleanup, etc).

Quotes must also include the fixed rate per square foot (all inclusive) for both of the option years.

(C) Quoters must provide the following information:

- Point of Contact - Provide the name, title, telephone number, fax number and e-mail address of the designated point of contact for the quotation. Identify all contractor personnel that will be authorized to discuss task order scope of work and performance period.
- Proof of DC License (See SECTION II, B).
- Proof of Insurance [See SECTION III, E].
- Representations and Certifications
 - Offerors shall complete FAR 52.212-3, Offerors Representations and Certifications, and include the completed form with their quote (See SECTION VI).
 - Offerors shall complete FAR 52.219-1 Small Business Program Representations, and include the completed form with their quote (See SECTION VI).
- Exceptions and Deviations - Provide a statement as to whether any exceptions or deviations are taken to this solicitation and, if so, provide a detailed description of and

justification for the exceptions and/or deviations. Note that exceptions or deviations may cause the quotation to be rejected by the Government.

- Acknowledgement of Amendments - Provide an acknowledgement of RFQ amendments, if any. The acknowledgement must reference the amendment number(s).
- Offer Validity Period – The offer must be valid for a period of at least 90 days from the quotation due date. Confirm that the offer is valid for that period or specify any longer validity period.

(D) Experience & Past Performance

Submit **five (5)** client references, including point of contact information (name, title, telephone number, email and fax number) for contractual matters (e.g. Contracting Officer) and technical performance (e.g. COTR), and a brief description of the work performed and period of performance for separate federal or commercial grade A office space for whom the contractor has worked and or completed projects within the last two (2) years.

(E) Pre-Quote Site Visit

The CFTC will schedule and hold a site visit(s) as follows:

Location: Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Attendance at the pre-quote site visit is strongly recommended. The purpose of the site visit is to allow potential offerors the opportunity to familiarize themselves with the work site and satisfy themselves regarding the general and local conditions that may affect the cost of the requirement, to the extent that the information is reasonably obtainable. Failure to visit and inspect the site shall in no event constitute grounds for a claim after contract award.

Please call Sonda Owens at (202) 418-5182, to find out the scheduled site dates/times and make arrangements for attendance.

(F) Submission of Quotations

- **Two (2) signed quotations** are due by 3:30PM Washington, D.C. time on January 12, 2009. Quotations received after that date will be considered only if the contracting officer determines that the receipt of the quote is in the best interest of the CFTC, and will not unduly delay the acquisition.
- Quotations must be submitted in hard copy and may be submitted by regular mail, hand-delivered or sent by special delivery service. **However, be advised that U.S. Postal Service deliveries are being significantly delayed due to security-related irradiation procedures and such procedures may also result in diminished quality of materials**

mailed. Quoters assume full responsibility for assuring that proposals are received in a timely manner. Facsimile submissions will not be accepted.

Quotations submitted by mail or hand delivered must be received as follows:

U.S. Commodity Futures Trading Commission
Attention: Sonda Owens, Contracting Officer
Office of Financial Management
1155 21st Street, NW
Washington, DC 20581

- Quotations may be submitted by e-mail to: sowens@cftc.gov provided that the email submission is received by the due date and time shown above and that hard copy submissions are received no later than three (3) business days after the due date and time specified in this solicitation.

(G) Discussions

The CFTC expects to evaluate the quotations and award a contract without discussions. Therefore, the Quoter's initial quotation should contain the Quoter's best terms from a price and technical standpoint. However, CFTC reserves the right to conduct discussions if later determined by the CFTC Contracting Officer to be desirable.

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SECTION VI – Representations, Certifications and Other Statements of Offerors

52.212-3 Offeror Representations and Certifications—Commercial Items – JUN 2008

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

(a) *Definitions.* As used in this provision—

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

“Forced or indentured child labor” means all work or service—

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

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) *General.* The offeror represents that either—

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

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

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

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

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

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

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

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

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

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

(2) *Affirmative Action Compliance.* The offeror represents that—

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.*

If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

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

If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c) (1). The offeror does does not certify that—

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an

exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

o TIN: _____.

- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

II. Small Business Program Representation – This acquisition is 100% set – aside for small business. Accordingly, offerors must complete the representation in 52.219-1 below (*the size standard of \$ 14.0 million refers to gross annual receipts*):

III. 52.219-1 Small Business Program Representations - MAR 2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320.

(2) The small business size standard is \$14.0 million.

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

(b) *Representations.*

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

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

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

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

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

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

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

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

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

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION VII – EVALUATION

The CFTC intends to award a single contract to the Quoter whose quotation, conforming to the RFQ, represents the best value to the Government. In considering which Quoter represents the best value, CFTC will consider the following criteria, which are considered in declining order of importance:

- Experience & Past performance
- Price

From the standpoint of the relative importance of price to the other criterion, the Experience & Past performance criterion is significantly more important than price. However, as the merit of the Experience and & Past Performance criterion in competing quotations approaches equality, price will become increasingly more significant as an evaluation factor.

The Government will evaluate each criterion as follows:

Experience & Past Performance – The Quoter’s history of successfully performing projects similar in scope, magnitude and complexity to this project will be evaluated on the extent to which it demonstrates a likelihood of successful performance under the contract. The evaluation will be based on information provided in the written quotation, references if contacted, information provided in response to any clarification questions, information provided by discussions and/or quotation revisions, if any, and any other information available to the Government,

Price – The CFTC will evaluate price based on a weighted average computed as follows:

- First Year (Base) Fixed Price Per Square Foot - 50%
- Second Year (Option year 1) Fixed Price Per Square Foot - 30%
- Third Year (Option year 2) Fixed Price Per Square Foot - 20%

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CFOM-08-SO-0157

Attachment A

Certificate of Insurance Requirements

The minimum required insurance limits for each occurrence and in the aggregate afforded by each insurance policy are as follows:

Commercial General Liability Coverage required per occurrence:

<p><u>\$1,000,000 for the following services:</u> Office Equipment Service, Painters, Parking Surface Maintenance & Striping, Snow Removal Service</p>	<p><u>\$2,000,000 for the following services:</u> Tenants, Mover, Carpets/Floor Finishing, Fire Extinguishing in Restaurants, Garbage Removal & Disposal, Heating Ventilation & Air Conditioning Service, Cleaning & Janitorial, Landscaping & Lawn Maint., Overhead & Revolving Door Service, Plumbing Service, Roofers, Security & Guard Service</p>
<p><u>\$3,000,000 for the following services:</u> Alarm Systems Service & Repair, Metal Cleaners & Refinishers, Sprinkler System Service & Repair</p>	<p><u>\$5,000,000 for the following services:</u> Asbestos Abatement & Hazardous Material, Electrical Maintenance, Elevator/Escalator Service & Maintenance, Telecommunications & TV Equipment Master Wiring & Antennas, Window Washing & Swing Station Equipment Services</p>

Note: This can be made up through primary coverage or a combination of primary and umbrella

Worker’s Compensation:

- State Statutory
- Applicable Federal Statutory
- Employer’s Liability \$1,000,000

Automobile Liability:

- Bodily Injury and Property damage in an amount not less than \$2,000,000 per occurrence and \$2,000,000 combined single limit.

Certificate Holder: Lafayette Centre Property LLC

In addition, the following **must be listed** as additional insured:

- **Lafayette Centre Property LLC**
- **BCSP V Property Management, LLC**
- **Colliers Cassidy & Pinkard, LLC**
- **Cassidy & Pinkard Colliers and their respective partners, shareholders, agents and employees**
- **Commodity Futures Trading Commission**

CFOM-08-SO-0157

ATTACHMENT B – BUILDING INFORMATION

BUILDING: Lafayette Centre
ADDRESS: One Lafayette – 1120 20th St. NW
Two Lafayette – 1133 21st St. NW
Three Lafayette – 1155 21st St. NW
Washington, DC 20036

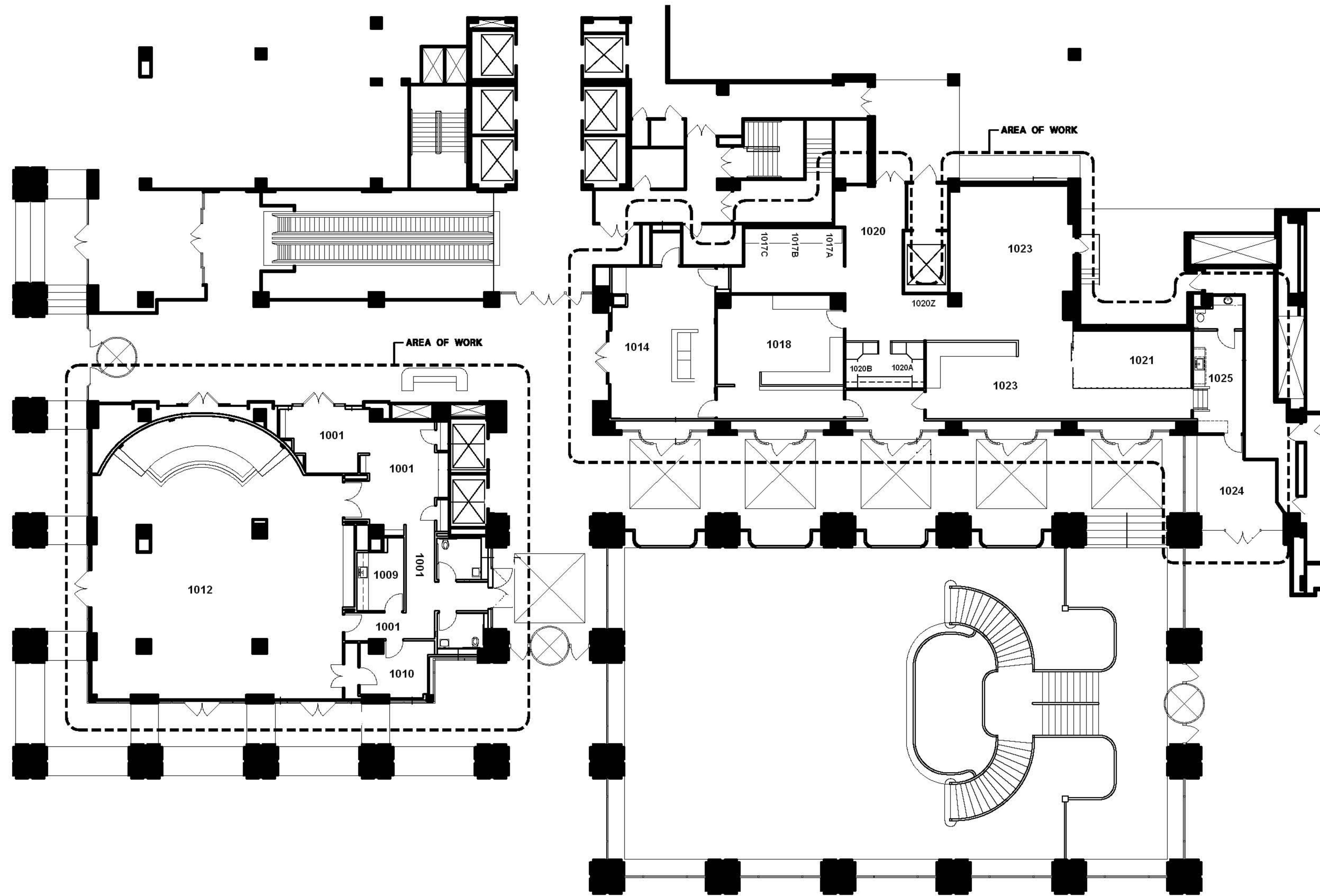
BUILDING ENGINEER: James Mortimer
ENGINEER'S PHONE NO.: (202) 331-1800, CELL: (202) 437-1800
EMERGENCY AFTER HOURS NUMBER: (202) 370-1390

PROPERTY MANAGEMENT CONTACT: Genevieve Jeanty
PHONE NUMBER: (202) 370-1387, CELL: (202) 437-4016
FAX NUMBER: (202) 370-1390

- **LOADING DOCK**
LOCATION: 1120 20th, 1133 21st St. Alley off of 20th St.
1155 21st St. Alley off of 21st St.
Dock is open from 8:00 AM to 6:00 PM, M-F. Off-hours delivery must be scheduled with the management office and will incur an extra charge. All deliveries must be received by contractor. Tight turn restricts access by large trucks.
- **FREIGHT ELEVATOR**
LOCATION: 1120 20th Elevator Loading Dock
1133 21st Elevator Loading Dock
1155 21st Elevator Loading Dock
MAXIMUM WEIGHT: 5,000 lbs.
- **ROLL OFF BOX**
LOCATION: n/a
- **BUILDING HOURS:** 8:00 AM until 8:00 PM, M-F
Except Holidays
9:00 AM until 1:00 PM SATURDAY

CFTC

21ST STREET NW



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 WASHINGTON, DC 20036

Drawing Title
FLOOR PLAN

Project No. 1002144.00	Scale NONE	TPG Architecture, LLP TPG Planning & Design, LLC 11 West 42nd Street New York, New York 10036 212 768 1600 FAX: 212 768 1597 www.tpgarchitecture.com
Drawn By	Date 05/05/03	

Seal	Floor 01
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Drawing No.

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Drawn By	Date 05/05/03	

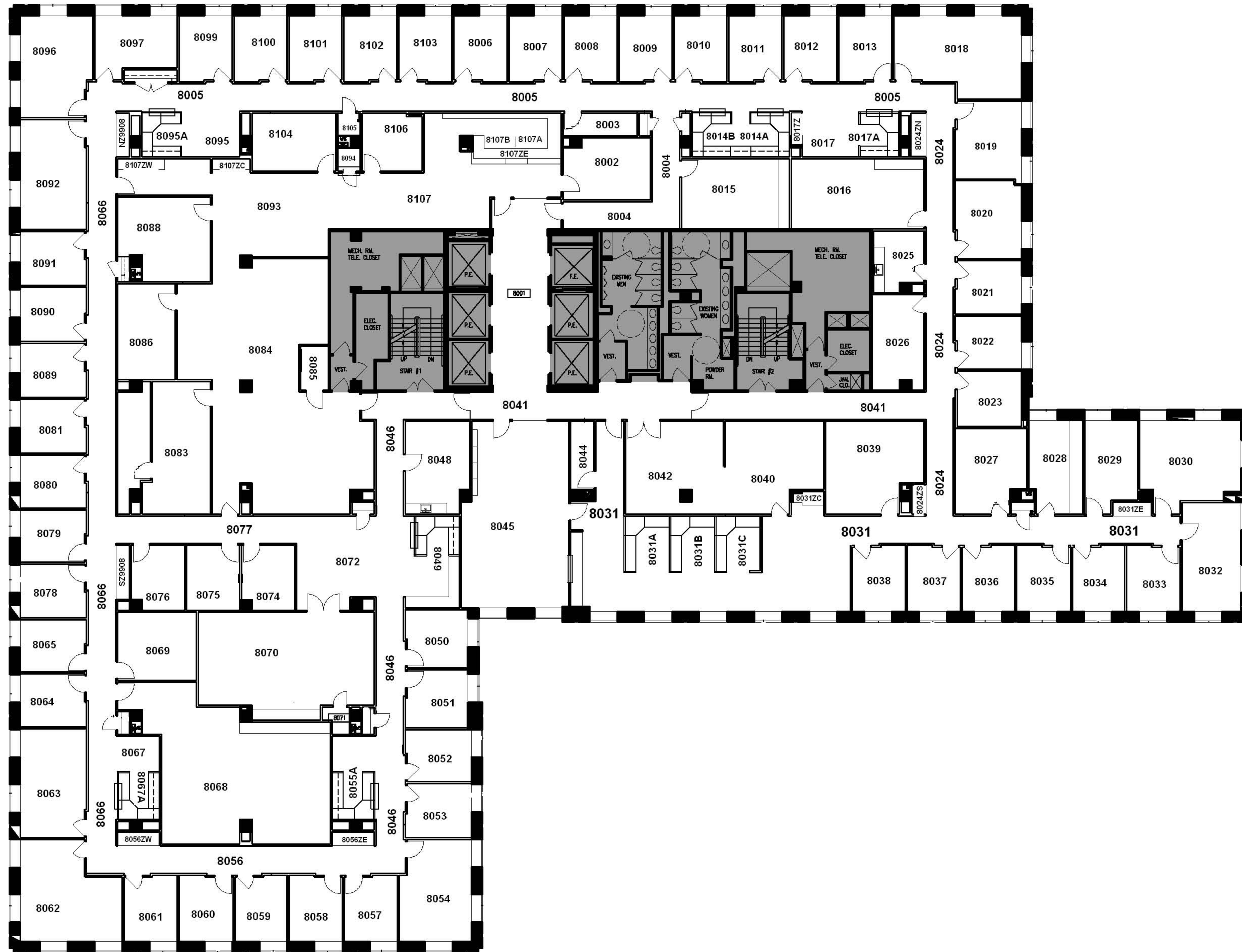
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