

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		F	G	PAGE OF PAGES 1   160	
2. CONTRACT NUMBER DE-AM05-06OR23221	3. SOLICITATION NUMBER DE-RP05-06OR23221	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY U. S. Department of Energy Oak Ridge Office Procurement and Contracts Division Attn: Beverly Schultz, AD-424 P. O. Box 2001 Oak Ridge, TN 37831			CODE	3. ADDRESS OFFER TO (If other than Item 7)			

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

**SOLICITATION**

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See L. 7 until See L. 7 (Hour) local time See L. 7 (Date)  
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Beverly Schultz	B. TELEPHONE NO. (NO COLLECT CALLS) (865) 576-2117	C. E-MAIL ADDRESS Schultzbs@oro.doe.gov
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR Premiere Building Maintenance Corp. L&N Station, 3 <sup>rd</sup> Floor 401 Henley Street Knoxville, TN 37902	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Mark T. Isom <i>Mark T. Isom</i>
---	------	----------	--

15B. TELEPHONE NO. (Include area code) (865) 483-6563	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Mark T. Isom</i>	18. OFFER DATE 9-18-06
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$113,000	21. ACCOUNTING AND APPROPRIATION 2923959-\$70,000 2720468 -\$13,000	1110462 - \$30,000
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) - G.2	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY Oak Ridge Financial Service Center	CODE   89000001
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26. NAME OF CONTRACTING OFFICER (Type or print) Jeffrey R. Burgan, Contracting Officer	27. UNITED STATES OF AMERICA (Signature of Contracting Officer) <i>Jeffrey R. Burgan</i>	28. AWARD DATE 9/18/06
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 ITEMS BEING ACQUIRED (JUL 2001)**

The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 – Statement of Work, Section J, Attachment A.

Item 2 - Reports in accordance with the reporting requirements as listed in Section J, Attachment B.

**B.2 ORO B13 PRICE SCHEDULE (TIME-AND-MATERIAL AND LABOR-HOUR) (APRIL 2003) (REVISED)**

- (a) The contractor shall provide personnel in the labor categories and at the hourly rates (wages, indirect costs, general and administrative expenses, and profit) set forth below. The quantity of man-hours is an estimated amount and may vary during the period of performance. Direct Productive Labor Hours (DPLH) are defined as actual hours worked exclusive of vacation, holidays, sick leave, and other advances. The estimated DPLH in the price schedules include subcontract work hours used in the performance of the Statement of Work. The hourly rates are fixed for the full period of performance of the contract. The wage rates included in the fully burdened hourly rates are not subject to revision unless required by the Service Contract Act. Any adjustment required by the Service Contract Act will be in accordance with Department of Labor (DOL) Wage Determinations. Any revised DOL Wage Determination will be included in Part III, Section J of this contract. The indirect cost rates, general and administrative expense, and profit amount applied to the hourly rates are fixed for the full term of the contract and will not be changed if wage rates are adjusted as a result of the Service Contract Act.
- (b) All materials, supplies, and equipment will be furnished by the Government. In the event, however, that the contractor is required by the contracting officer to acquire such items, reimbursement will be in accordance with FAR 52.232-7. In the event that any travel is required, the contractor will obtain the approval of the contracting officer or any other duly authorized representative. Reasonable and allocable material handling costs may be included in the charge for other direct costs in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The material handling cost rate is fixed for the full period of performance of the contract.
- (c) In accordance with FAR 52.246-6, Inspection—Time-and-Material and Labor-Hour, the Government may require the contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in FAR 52.246-6, paragraph h, the cost of replacement or correction shall be determined under FAR 52.232-7, Payments Under Time-and-Material and Labor-Hour Contracts, but the hourly rates for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit.

## (d) Price Schedule

Base Period - September 18, 2006 - September 18, 2007

1	2	3	4	5	6	7	8
Labor Categories	Direct Productive Labor Hours (DPLH)						
<b>Key Personnel</b>							
Program Manager (PM)	1,920						\$
PM - Vacation	80						\$
PM - Holidays	80						
<b>Program Manager Total</b>	<b>2,080</b>						
<b>Non-Key Personnel</b>							
Day Supervisor	1,840						
Day Supervisor - Vacation	160						
Day Supervisor - Holidays	80						
Day Supervisor - Overtime*	50						
<b>Day Supervisor Total</b>	<b>2,130</b>						
Night Supervisor	920						
Night Supervisor - Vacation	80						
Night Supervisor - Holidays	40						
Emergency Hours*	15						
<b>Night Supervisor Total</b>	<b>1,055</b>						
Janitors	23,363						
Janitors - Vacation	1,513						
Janitors - Holidays	995						
Janitors - Emergency*	40						
<b>Janitors Total</b>	<b>25,911</b>						
<b>Non-Key Personnel Total</b>	<b>29,096</b>						
Temps/Subs - Day Sup.	160						
Temps/Subs - Night Sup.	80						
Temps/Subs - Janitors	1,513						
<b>Temps Total</b>	<b>1,753</b>						
Hard Floor/Window/High/Carpet Cleaning*	500						
<b>Contract Period Total</b>	<b>33,429</b>						

\*Notes: It is not anticipated that the Contractor will be required to provide a Contract Representative (COR) for high cleaning, and wind

Option 1 - September 16, 2007 - September 15, 2008

1	2	3	4	5	6	7	8
Labor Categories	Direct Productive Labor Hours (DPLH)						
<b>Key Personnel</b>							
Program Manager (PM)	1,888	\$					
PM - Vacation	120	\$					
PM - Holidays	80						
<b>Program Manager Total</b>	<b>2,088</b>						
<b>Non-Key Personnel</b>							
Day Supervisor	1,848						
Day Supervisor - Vacation	160						
Day Supervisor - Holidays	80						
Day Supervisor - Overtime*	50						
<b>Day Supervisor Total</b>	<b>2,138</b>						
Night Supervisor	924						
Night Supervisor - Vacation	80						
Night Supervisor - Holidays	40						
Emergency Hours*	15						
<b>Night Supervisor Total</b>	<b>1,059</b>						
Janitors	23,081						
Janitors - Vacation	1,513						
Janitors - Holidays	995						
Janitors - Emergency*	40						
<b>Janitors Total</b>	<b>25,629</b>						
<b>Non-Key Personnel Total</b>	<b>28,826</b>						
Temps/Subs - Day Sup.	160						
Temps/Subs - Night Sup.	80						
Temps/Subs - Janitors	1,513						
<b>Temps Total</b>	<b>1,753</b>						
Hard Floor/Window/High/Carpet Cleaning*	500						
<b>Contract Period Total</b>	<b>33,167</b>						

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\*Notes: It is not anticipated that overtime for  
Representative (COR) and paid at the nego  
high cleaning, and window cleaning.

Option II - September 16, 2008 - September 15, 2009

1	2	3	4	5	6	7	8
Labor Categories	Direct Productive Labor Hours (DPLH)						
<b>Key Personnel</b>							
Program Manager (PM)	1,880						
PM - Vacation	120						
PM - Holidays	80						
<b>Program Manager Total</b>	<b>2,080</b>						
<b>Non-Key Personnel</b>							
Day Supervisor	1,840						
Day Supervisor - Vacation	160						
Day Supervisor - Holidays	80						
Day Supervisor - Overtime*	50						
<b>Day Supervisor Total</b>	<b>2,130</b>						
Night Supervisor	920						
Night Supervisor - Vacation	80						
Night Supervisor - Holidays	40						
Emergency Hours*	15						
<b>Night Supervisor Total</b>	<b>1,055</b>						
Janitors	23,014						
Janitors - Vacation	1,513						
Janitors - Holidays	995						
Janitors - Emergency*	40						
<b>Janitors Total</b>	<b>25,562</b>						
<b>Non-Key Personnel Total</b>	<b>28,747</b>						
Temps/Subs - Day Sup.	160						
Temps/Subs - Night Sup.	80						
Temps/Subs - Janitors	1,513						
<b>Temps Total</b>	<b>1,753</b>						
Hard Floor/Window/High/Carpet Cleaning*	500						
<b>Contract Period Total</b>	<b>33,080</b>						

Window Wa

\*Notes: It is not anticipated that overtime hours for Contract Representative (COR) and paid at the negotiated rate for high cleaning, and window cleaning.

direction  
for hard flo

Option III - September 16, 2009 - June 15, 2010

1	2	3	4	5	6	7	8
Labor Categories	Direct Productive Labor Hours (DPLH)						
<b>Key Personnel</b>							
Program Manager (PM)	1,576	\$					
PM - Vacation	120	\$					
PM - Holidays	64						
<b>Program Manager Total</b>	<b>1,760</b>						
<b>Non-Key Personnel</b>							
Day Supervisor	1,536						
Day Supervisor - Vacation	160						
Day Supervisor - Holidays	64						
Day Supervisor - Overtime*	17						
<b>Day Supervisor Total</b>	<b>1,777</b>						
Night Supervisor	768						
Night Supervisor - Vacation	80						
Night Supervisor - Holidays	32						
Emergency Hours*	10						
<b>Night Supervisor Total</b>	<b>890</b>						
Janitors	16,846						
Janitors - Vacation	1,259						
Janitors - Holidays	683						
Janitors - Emergency*	30						
<b>Janitors Total</b>	<b>18,818</b>						
<b>Non-Key Personnel Total</b>	<b>21,485</b>						
Temps/Subs - Day Sup.	160						
Temps/Subs - Night Sup.	80						
Temps/Subs - Janitors	515						
<b>Temps Total</b>	<b>755</b>						
Hard Floor/Window/High/Carpet Cleaning*	500						
<b>Contract Period Total</b>	<b>24,500</b>						

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\*Notes: It is not anticipated that overtime Representative (COR) and paid at the ne high cleaning, and window clear

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**B.3 ORO B18 MINIMUM/MAXIMUM REQUIREMENTS (JUNE 2003)**

The Contractor shall provide the services and deliverables subject to the following minimum and maximum requirements:

- (a) The minimum amount of \$113,000 is applicable to this contract.
- (b) The maximum amount of \$3,000,000.00 is applicable to this contract.

**B.4 ORO B35 OPTION(S) TO EXTEND THE CONTRACT (TIME-AND-MATERIALS/LABOR-HOUR) ALTERNATE III (MAY 1997)**

- (a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the contracting officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under the contract.
- (b) This contract shall be extended, at the unilateral option of the Government in accordance with FAR 52.217-9 set forth in Section I. Further, the Contractor agrees that the performance under option(s) which are exercised shall be accomplished within the hourly rates and contract ceiling price set forth in the Price Schedule.

**B.5 TYPE OF CONTRACT (APRIL 2003)**

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with a time-and-materials pricing arrangement.

**SECTION C****DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 STATEMENT OF WORK (JUL 2001)**

The Statement of Work is located in Part III, Section J of this contract.

**C.2 REPORTS (JUL 2001)**

Reports shall be in accordance with the "Reporting Requirements," as listed in Part III, Section J.

Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the contractor.

**SECTION D****PACKAGING AND MARKING****D.1 PACKAGING (JUL 2001)**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and provide safe transportation at the most economical rate(s).

**D.2 MARKING (JUL 2001)**

- (a) Each package, report, or other deliverable product shall be accompanied by a letter or other document which:
- (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

**D.3 SECURITY REQUIREMENTS (JUL 2001)**

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials and the security plan as required by the current DOE Safeguards and Security directives.

## SECTION E

## INSPECTION AND ACCEPTANCE

## E.1 52.246-6 INSPECTION—TIME-AND-MATERIAL AND LABOR HOUR (MAY 2001)

(a) Definitions. As used in this clause—

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

- (h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

## **E.2 INSPECTION AND ACCEPTANCE (JUL 2001)**

- (a) Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly-authorized Government representative identified by separate letter.
- (b) Acceptance of all items and or work effort under this contract (including reporting requirements) shall be accomplished by the DOE Contracting Officer Representative (COR), or any other duly-authorized Government representative identified by separate letter.

**SECTION F****DELIVERIES OR PERFORMANCE****F.1 ORO F03 TERM OF CONTRACT ALTERNATE II (APRIL 2003) (REVISED)**

The term of the contract is for one year. However, at the Government's sole discretion, this contract may be extended for three option periods( 2 one-year option periods and one-9 month option period) for a total of three years, 9 months pursuant to the clause entitled "Option(s) to Extend the Contract (Time-and-Materials/Labor-Hour) (Alternate III)."

**F.2 PRINCIPAL PLACE OF PERFORMANCE (MARCH 2002)**

The principal place of performance is in facilities owned, operated, or occupied by the U.S. Department of Energy in the vicinity of Oak Ridge, TN.

**F.3 52.242-15 STOP-WORK ORDER (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
  - (1) Cancel the stop-work order; 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 or the period of the order or any extension thereof expires, 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 the adjustment within 30 days after the end of the period of work stoppage; provided the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted 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.

## SECTION G

## CONTRACT ADMINISTRATION DATA

## G.1 CORRESPONDENCE PROCEDURES (JUL 2001) (REVISED)

To promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, contractor's name and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Program Manager, COR, or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Susan Phillips  
Contracting Officer's Representative (COR)  
U.S. Department of Energy  
200 Administration Rd. (Overnight Mail Only)  
P.O. Box 2001  
Oak Ridge, TN 37830  
Phone: (865) 576-0598  
Fax: (865)241-9494  
Email: PhillipsS@oro.doe.gov

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the Contracting Officer's Representative and to the Patent Counsel (if patent or technical data issues are involved). The contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Beverly Schultz  
Contract Specialist  
U. S. Department of Energy  
Oak Ridge Office  
Procurement and Contracts Division, AD-424  
200 Administration Road (overnight mail only)  
P. O. Box 2001  
Oak Ridge, Tennessee 37831  
Phone: (865) 576-2117  
Fax: (865) 241-2549  
Email: Schultzbs@oro.doe.gov

(c) Property Administrator Correspondence

The Contracting Officer has delegated certain duties and responsibilities associated with the Government-furnished property and/or contractor-acquired property administration under this contract to the Property Administrator. Their address and telephone number follows:

U. S. Department of Energy  
Oak Ridge Office  
200 Administration Road (overnight mail only)  
P. O. Box 2001  
Oak Ridge, Tennessee 37831

(d) Patent Counsel.

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contract Specialist with information copies to the COR and the DOE Patent Counsel as follows:

U. S. Department of Energy  
 Oak Ridge Office  
 Office of Chief Counsel  
 200 Administration Road (overnight mail only)  
 P. O. Box 2001  
 Oak Ridge, Tennessee 37831

## (e) The Contracting Officer for this contract is:

Jeffrey R. Burgan  
 Contracting Officer  
 U. S. Department of Energy  
 Oak Ridge Office  
 Procurement and Contracts Division, AD-424  
 200 Administration Road (overnight mail only)  
 P. O. Box 2001  
 Oak Ridge, TN 37831

**G.2 BILLING INSTRUCTIONS (APR 2005)**

- (a) The following instructions are provided for use by the contractor in the preparation and submission of vouchers requesting reimbursement for work performed on negotiated cost-type contracts. The submission of vouchers will reduce correspondence and other causes for delay to a minimum and will assure prompt payment to the contractor.
- (b) In requesting reimbursement, contractors shall use the Government voucher Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal. The Standard Form 1034 may be accessed at <http://procure.msfc.nasa.gov/msfc/forms/forms.html>. A certified summary sheet, as shown in paragraph (e) below shall accompany the SF 1034.

The contractor shall submit the SF 1034 voucher electronically via the following web site: <https://finweb.oro.doe.gov/invoices/logon.asp>. Registration is required prior to submission of the first invoice.

## (c) Each voucher submitted shall include the following:

- (1) Contract number;
- (2) Order number;
- (3) Contractor name;
- (4) Date of voucher;
- (5) Invoice number;
- (6) Total amount of voucher;
- (7) Period covered or items delivered; and
- (8) Cumulative amount invoiced to date.

(d) Each voucher submitted shall also include the following Statement of Cost:

STATEMENT OF COST – TIME AND MATERIAL CONTRACTS

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Voucher No: \_\_\_\_\_  
 \_\_\_\_\_ Task Order No: \_\_\_\_\_

CURRENT PERIOD		CUMULATIVE	
Rate	Hourly DPLH	Total Amount Contract \$	Total DPLH

Labor Categories

Materials & Subcontracts

Total Hours  
 Total Amount

Credit (explain)  
 Contractors Share (if any)  
 Government's Share

Hours Summary per Labor Category (if applicable)

Hours Authorized \_\_\_\_\_  
 Hours Incurred \_\_\_\_\_  
 Hours Balance \_\_\_\_\_

Cumulative Billing Summary (if applicable)

Cumulative \$ \_\_\_\_\_ Prime \_\_\_\_\_ (percent) Subcontract \$ \_\_\_\_\_ (percent)

**CERTIFICATION:** I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

\_\_\_\_\_  
 (Signature) (Title)

Name and address of preparer:

Name: \_\_\_\_\_

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

**G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2002)**

The Contracting Officer's Representative (COR) will be designated by separate letter and will represent the Contracting Officer in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the contract. Additional Contracting Officer's Representative(s) for other purposes as required may be designated in writing by the Contracting Officer.

**G.4 CONTRACT ADMINISTRATION (MARCH 2002)**

This contract will be administered by:

U.S. Department of Energy  
Oak Ridge Office  
Procurement and Contracts Division  
ATTN: Beverly Schultz, Contract Specialist, AD-424  
P.O. Box 2001  
Oak Ridge, Tennessee 37831

Written communications shall make reference to the contract number and shall be mailed to the Contract Specialist designated above.

## SECTION H

## SPECIAL CONTRACT REQUIREMENTS

**H.1 CONSECUTIVE NUMBERING (MAY 1997)**

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

**H.2 MODIFICATION AUTHORITY (MAY 1997)**

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

**H.3 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JUL 2001)**

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor, and dated \_\_\_\_\_, are hereby incorporated by reference.

**H.4 PERSONNEL SECURITY CLEARANCES (JUL 2001)**

- (a) The contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.
- (b) Personnel assigned by the contractor to work at the DOE complexes will be required to obtain a security clearance. The levels of clearance are as follows:

CLEARANCE LEVEL

Q – Sensitive  
 Q – Nonsensitive  
 L - Confidential/Secret  
 BAO – Building Access Only – No Clearance

Under this contract, contractor personnel shall be required to have a "BAO", "L" or "Q" clearance level.

- (c) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (d) The contractor shall turn in badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated. Badges shall be returned to the CO.

**H.5 SAFEGUARDS AND SECURITY AWARENESS PROGRAM (MAY 1997)**

The contractor shall establish and maintain a Safeguards and Security Awareness Program acceptable to the Department of Energy (DOE) which satisfies the requirements of DOE Order 470.4. A Safeguards Security Awareness Coordinator must be appointed and will be responsible for ensuring all employees, cleared and uncleared, who are assigned to a DOE Facility or who are performing work involving access to classified

facilities, classified information, or special nuclear materials are informed of their security responsibilities. Any subcontracts in support of this work shall require subcontractors to comply with the contractor's Safeguards and Security Awareness Program.

#### H.6 CONTRACTOR'S PROJECT MANAGER (JUL 2001)

The contractor shall designate a Project Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. Work requests are relayed to the contract workers via written work requests or directly via communications media (telephone, radio, etc.). The contractor is responsible for documenting the work request/service call by COB the next business day. The Project Manager will be the single point of contact between the contractor and the Contracting Officer's Representative(s) under this contract for matters relating to supervision of contractor staff. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the contractor.

The Project Manager shall receive and execute, on behalf of the contractor, such technical directions as the DOE Contracting Officer's Representative(s) may issue within the terms and conditions of the contract.

#### H.7 CONFIDENTIALITY OF INFORMATION (JUL 2001)

- (a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:
- (1) Information or data which is in the public domain at the time of receipt by the Contractor;
  - (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
  - (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
  - (4) Information or data which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.
- (b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the Contractor with such information or data.
- (c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.
- (d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

**H.8 RELEASE OF INFORMATION (JUL 2001)**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Approval authority is DOE Headquarters (HQ), HQ Office of Placement and Administration, Washington, DC. Proposed releases are to be submitted to DOE, Office of Public Affairs, Oak Ridge, TN 37831. All proposed releases should conform to the requirements of the DOE directive pertaining to the public release of information.

**H.9 KEY PERSONNEL (DECEMBER 2002)**

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified reasonably in advance of diverting of, or substitution for, any of these individuals. That period of time shall not be less than thirty (30) days. No diversion shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Whenever, for any reason, on or more of the following employees is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____

**H.10 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (JUL 2001)**

- (a) During contracting performance, the Government will furnish the contractor office space for approximately five individuals on an as-required basis. Additional office space may be provided by the Government as the DOE project demands. When government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the contractor with prior approval of the Contracting Officer.
- (b) On-site utilities and office furnishings, standard manuals, supplies, and access to the DOE computer systems may be furnished by the Government on an as-required basis. The Government may also provide telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" is defined as a Government specified location on or at a Government facility.

**H.11 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (JUL 2001)**

The contractor is required to comply with the following in accordance with DOE O 221.1:

- (a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate; report directly to the OIG any information concerning alleged wrongdoing by DOE employees, its contractors, subcontractors, grantees or other recipients of DOE financial assistance; or their employees.
- (b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters in the contractor's cognizance.

- (d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems.
- (e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.
- (f) The DOE IG hotline telephone number is 1-800/451-1625 or 202/586-4073.

#### **H.12 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (JUL 2001) (REVISED)**

- (a) In performance of the work, the contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public and shall comply with all applicable safety and health regulations and requirements set forth in 29 CFR Part 1910, Occupational Safety and Health Standards for General Industry, and 29 CFR Part 1926, Occupational Safety and Health Standards for Construction Industry. In addition, workers shall wear eye and head protection that complies with American National Standards Institute (ANSI) Z87.1, Z89.1 at all times while in designated construction or operational areas. The contract shall participate in all emergency response drills and exercises.
- (b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the COR. The Contractor shall maintain records required per 29 CFR 1904 Recording and Reporting Occupational injuries and illnesses, submitting injury/illness and man-hour reports as directed by DOE Order 231.1A (available at <http://www.directives.doe.gov/serieslist.html>).
- (c) The contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the contractor's program for implementing the applicable regulations and requirements including the provisions of an Integrated Safety Management System. The plan shall consist of the elements environment, health, and safety required by the local State. The plan shall also include information on the contractor's responsibility for providing treatment for employees who become ill or are injured in DOE facilities. A copy of the plan shall be provided to DOE within 30 days of the start of work.
- (d) The Contracting Officer may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (e) In the event that the contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

#### **H.13 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (JUL 2001)**

The Government shall not exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

**H.14 LIMITATION OF GOVERNMENT'S OBLIGATION (JUL 2001)**

- (a) Of the total ceiling price of \$3,000,000, the sum of \$113,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allotted to this contract until the total price of said item is allotted.
- (b) The contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of this contract pursuant to the FAR Clause 52.249-6 entitled "Termination for Convenience of the Government (Cost-Reimbursement) Alternate IV, (Sept. 1996) " the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the contractor approximate the total amount at the time allotted to the contract. The Government shall not be obligated in any event to pay or reimburse the contractor in excess of the amount from time to time allotted to the contract, anything to the contrary in the FAR Clause entitled "Termination for Convenience of the Government" notwithstanding.
- (c) It is contemplated that funds presently allotted to this contract will cover the work to be performed during the period that has been exercised. The contractor will notify the Contracting Officer in writing at least (60) days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period, as may be specified in the contract or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the Contracting Officer will, terminate any item(s) for which additional funds have not been allotted, pursuant to the provisions of the clause of the FAR clause 52.249-6 entitled "Termination for Convenience of the Government (Cost-Reimbursement) Alternate IV (Sept 1996)".
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the contract amended accordingly.
- (e) If the contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."
- (f) The Government may at any time prior to termination, and with the consent of the contractor, after notice of termination, allot additional funds for this contract.
- (g) Nothing in this clause shall affect the right of the government to terminate this contract pursuant to the FAR Clause 52.249-6 entitled "Termination for Convenience of the Government (Cost-Reimbursement), Alternate IV (Sept 1996)."

**H.15 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2004) (JAN 2003)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.16 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (JAN 2002)**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

**H.17 HOURS OF OPERATION (APR 1997) (REVISED)**

Operating hours shall be determined by the COR. If the DOE facility becomes inaccessible to the contractor and no other local office or facility is available, DOE will pay for administrative leave for the necessary duration for the impacted employees. DOE will notify the contractor project manager to make notification to its employees in a manner that is consistent with its company policies.

**H.18 EMPLOYEE TRAINING (APR 1997)**

**Contractor's Responsibility:** The contractor shall provide fully qualified and trained personnel from its own resources to support DOE requirements. DOE may provide training assistance at its discretion at no cost to the contractor. All training must be approved by the COR.

**Mandatory Training:** The contractor shall ensure that all employees attend safety and security training once within 30 days of beginning performance on this contract and at least once annually thereafter. Contractor shall ensure that every employee is instructed to safely and competently perform the work.

**H.19 CLEANLINESS OF THE WORK AREA (APR 1997) (REVISED)**

The contractor has responsibility for maintaining the areas under its control in an acceptable and orderly manner, and for disposing of waste in accordance with established Department of Energy procedures.

**H.20 STANDARDS OF CONDUCT (APRIL 2003) (REVISED)**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. All persons employed in the performance of this contract shall, while on the premises, comply with all building regulations. Removal of government-furnished property shall be in accordance with an inventory management program approved by the COR. Government-furnished property shall only be used for the accomplishment of work approved under this contract.

**H.21 DOE VIOLENCE IN THE WORKPLACE POLICY (JUL 2001)**

The Contractor shall comply with DOE's Violence in the Workplace Policy. Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any Government facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, will be subject to removal from the premises.

It is the responsibility of contractor supervisors or management representatives to report any incident (or threat) of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In an emergency (i.e., any situation where violence has occurred or appears to be imminent), contractor employees should first call 911. Any contractor employee who believes that he/she has experienced an act of aggression or violence, or has had to perform his/her duties in a hostile environment, has a right to have these activities investigated and relieved. Reprisal against anyone who reports incidents of violence or who is involved in an investigation is prohibited.

**H.22 OBSERVANCE OF NATIONAL HOLIDAYS (APRIL 2003) (REVISED)**

Government personnel observe the below listed days as holidays. The Contractor shall conform to holidays observed by the Government and any other day designated by Federal statutes, Executive Orders, or Presidential proclamation.

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) President's Day
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Columbus Day
- (h) Veterans' Day
- (i) Thanksgiving Day
- (j) Christmas Day

## **H.23 TECHNICAL DIRECTION/ORDERING (MAY 1997) (REVISED)**

- (a) Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) Technical direction/ordering will be accomplished by the COR as needed.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in paragraph (b)(1) through (b)(5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or

- (3) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes--Alternate I."

#### **H.24 STANDARD INSURANCE REQUIREMENTS (JUL 2001)**

In accordance with FAR clause 52.228-7, entitled "Insurance – Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract: All contractor employees driving government furnished vehicles should provide proof of a valid Tennessee driver's license or certificate for driving.

- (a) Worker's Compensation and Employer's Liability Insurance:
- (1) the amount required by the State of Tennessee under applicable Workers' Compensation and occupational disease statutes.
  - (2) employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

#### **H.25 CONTRACTOR EMPLOYEE CHECKOUT (MAR 2004)**

The Contractor must notify the Contracting Officer and the DOE Information Resources Management Division when an employee terminates employment with the company. This notification is required to ensure that all government-issued equipment and property assigned to the departing employee has been recovered and that access to facilities and computer networks has been terminated. Government-issued equipment and property includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, corporate credit cards, calling cards, badges, uniforms, tools, and safety gear. A notification must be completed for each employee terminating.

#### **H.26 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (JULY 2006)**

When the contract requires the specification or delivery of energy consuming products for use in a Federal facility, the contractor will specify or deliver ENERGYSTAR<sup>®</sup> qualified products or products conforming to the Federal Energy Management Program's (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for ENERGYSTAR<sup>®</sup> at <http://www.energystar.gov/products> and FEMP at [http://www.eere.energy.gov/fcmp/procurement/eep\\_requirements.cfm](http://www.eere.energy.gov/fcmp/procurement/eep_requirements.cfm).

#### **H.27 GOVERNMENT FURNISHED PROPERTY**

The contractor will be provided with Government furnished property identified in Part III, Section J, Attachment C. Title and custody of the property will remain with the Government. The contractor is responsible for maintaining the property and for purchasing replacement property at a cost to the Government. The contractor shall receive Contracting Officer Representative approval for the purchase of property with an acquisition value of \$300 or more. Government furnished property is for tasks associated with this contract only. At the end of the contract, title to the property may transfer to the contractor to offset the cost of property disposition by the Government.

## PART II - CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

#### I.1 52.202-1 DEFINITIONS (DECEMBER 2001) (As Modified by 952.202-1) (JANUARY 1997)

- (a) "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
- (b) "Commercial component" means any component that is a commercial item.
- (c) "Commercial item" means--
  - (1) Any item other than real property that is of a type customarily used for nongovernmental purposes and that—
    - (i) Has been sold, leased, or licensed to the general public; or
    - (ii) Has been offered for sale, lease, or license to the general public;
  - (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
  - (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for—
    - (i) Modifications of a type customarily available in the commercial marketplace; or
    - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications mean modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
  - (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are a type customarily combined and sold in combination to the general public;
  - (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services—
    - (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
    - (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
  - (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

- (7) Any item, combination of items, or service referred to in subparagraph (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
  - (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
  - (e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
  - (f) "Nondevelopmental item" means--
    - (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
    - (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
    - (3) Any supply item being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
  - (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
  - (h) The term "DOE" means the Department of Energy, "FERC" means the Federal Energy Regulatory Commission, and "NNSA" means the National Nuclear Security Administration.
  - (i) The term Senior Procurement Executive means, for DOE: Department of Energy - Director, Office of Procurement and Assistance Management, DOE; National Nuclear Security Administration - Administrator for Nuclear Security, NNSA; and Federal Energy Regulatory Commission - Chairman, FERC.

## 1.2 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person

concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

### **I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

### **I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) ALTERNATE I (OCT 1995)**

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

### **I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (d) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed the subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c) (4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)

(5) but excepting subparagraph (c) (1), in all subcontracts under this contract with exceed \$100,000.

**1.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423)(the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may—
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which—
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either—
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**1.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be—
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) For cost-plus-award-fee contracts—
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

- (4) For fixed-price-incentive contracts, the Government may—
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group

representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.

An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

**(b) Prohibitions.**

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

- (3) The prohibitions of the Act do not apply under the following conditions:
- (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action—
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of—
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include

consultants and trade associations.

- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes—
  - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until

received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
  - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### **I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

- (a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
  - (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
  - (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.
- "Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material", for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as—
  - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (b) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

**I.10 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 a three-year period preceeding this offer, been convicted of or had a civil judgment rendered against them for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.
- (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 of 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.

**I.11 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**I.12 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)**

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing acting relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing off the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - (2) For which cost or pricing data are required; or
  - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.
- The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

#### 1.13 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.

- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

#### I.14 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
  - (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
  - (1) The actual subcontract; or
  - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
  - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
  - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—

- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

**I.15 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--  
MODIFICATIONS (OCT 1997)**

- (a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.
- (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
  - (1) The actual subcontract; or
  - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d) (1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
  - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
  - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (iii) An offset shall not be allowed it—
  - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
  - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

#### **I.16 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

**I.17 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**

- (a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.
- (b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--
- (1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and
  - (2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.
- (c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.
- (d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

**I.18 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (OCT 1997)**

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

**I.19 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.20 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
  - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
  - (ii) Information on modifications of contracts or subcontracts for commercial items.
    - (A) If—
      - (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on
 

adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
      - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
    - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—
      - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
      - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
      - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### I.21 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$3,000,000.00;
- (2) Any order for a combination of items in excess of \$3,000,000.00; or
- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.22 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery

to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

#### **I.23 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration.

#### **I.24 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 10 days upon contract expiration; 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 five years.

#### **I.25 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract—

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

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

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

#### **1.26 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for -
  - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### **1.27 52.219-70XX SECTION 8(A) DIRECT AWARD (JUN 1998)**

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Energy (DOE). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: Nashville, TN
- (b) DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to processing any novation agreement. DOE may assign contract administration functions to a contract administration office.
- (c) The contractor agrees:
  - (1) To notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.
  - (2) To adhere to the requirements of 52.219-14, "Limitations on Subcontracting".

#### **1.28 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

#### **1.29 52.222-3 CONVICT LABOR (AUG 1996)**

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

- (a) (1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;

- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
  - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**I 30 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 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.

(e) 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.

**I.31 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.

**I.32 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

- (a) Definition. "United States," as used in this clause, means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
    - (i) Employment;
    - (ii) Upgrading;
    - (iii) Demotion;
    - (iv) Transfer;
    - (v) Recruitment or recruitment advertising;
    - (vi) Layoff or termination;
    - (vii) Rates of pay or other forms of compensation; and
    - (viii) Selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's

commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
  - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**I.33 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

- (a) Definitions. As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war on in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (iv) Leaves of absence, sick leave, or any other leave;
  - (v) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vi) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (vii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of

subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings.
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall—
    - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g. the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
  - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

#### I.34 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General.
- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as-
    - (i) Recruitment, advertising, and job application procedures;
    - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

- (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings.
- (1) The Contractor agrees to post employment notices stating –
    - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
    - (ii) The rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**I.35 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--
  - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other

- eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
  - (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
  - (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
    - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
    - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
  - (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
    - (1) The information is voluntarily provided;
    - (2) The information will be kept confidential;
    - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
    - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
  - (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### **I.36 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

- (a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).  
 "Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."  
 "Service Employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.
- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

- (c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
- (B) In the case of a contract modification an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
  - (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustments of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
  - (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
  - (f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act—
    - (A) Name and address and social security number;
    - (B) Correct wage classification or classifications, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation.
    - (C) Daily and weekly hours worked by each employee; and
    - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
  - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision(C)(2)(ii) of this clause will fulfill this requirement.
  - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or

part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employee. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173) the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
  - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to this amendment by Pub. L 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
  - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

- (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
  - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **I. 37 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)**

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits  
 [ ] [ ]

**I.38 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (MAY 1989))**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (d) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351 et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (e) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
  - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.
  - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
  - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph © of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**I. 39 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor [ ] and the [ ](union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**I.40 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)**

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item

Number. This information shall be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Identification No.

\_\_\_\_\_  
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- (c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (2) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to—
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
    - (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.41 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)**

- (a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

**I.42 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possessions or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about—
    - (i) The dangers of drug abuse in this workplace;
    - (ii) The contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination;

or

- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

#### **I.43 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

As prescribed in 23.906(b), insert the following clause:

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 172.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt -

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall -

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall -

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.221-13. Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

#### **I.44 52.225-1 BUY AMERICAN ACT SUPPLIES. (JUN 2003)**

As prescribed in 25.1101(a)(1), insert the following clause:

(a) *Definitions.* As used in this clause -

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means -

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public

use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

- (b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act - Certificate."

#### **I.45 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)**

- (a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).
- (b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

#### **I.46 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold; however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

#### **I.47 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished

or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

- (c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

**I.48 52.227-3 PATENT INDEMNITY (APR 1984)**

- (a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.
- (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

**I.49 52.227-14 RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987) modified by DEAR 927.409**

- (a) Definitions.

- (b) Allocation of rights.

- (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--
- (i) Data first produced in the performance of this contract.
  - (ii) Form, fit, and function data delivered under this contract.
  - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
  - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to--
- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this contract.
  - (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

- (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c) and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

- (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
- (3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data.

- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notice specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
  - (i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
  - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibition.
  - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
- (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
  - (ii) Demonstrates that the omission of the notice was inadvertent;
  - (iii) Establishes that the use of the proposed notice is authorized; and
  - (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition of this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.
- (2) [Reserved]
- (3) [Reserved]
- (h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.
- (i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.
- (j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for the purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

#### **I.50 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages N/A , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated N/A, upon which this contract is based.

#### **I.51 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**I.52 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)**

- (a) "Contract date," as used in this clause, means the effective date of this contract and, for any modification to this contract, the effective date of the modification.  
 "All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.  
  
 "After-imposed tax," as used in this clause, means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.  
  
 "After-relieved tax," as used in this clause, means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.  
  
 "Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.
- (b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.
- (e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an

excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.
- (h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

**1.53 52.229-5 TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)**

The term "local taxes", as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

**1.54 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)**

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

- (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.
- (2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.
- (3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

- (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

- (2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.
- (3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor –
  - (i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or
  - (ii) Will make these payments determined due --
    - (A) In accordance with the terms and conditions of a subcontract or invoice; and .
    - (B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.
- (4)
  - (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.
  - (ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--
    - (A) In accordance with the terms and conditions of a subcontract or invoice; and .
    - (B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.
  - (iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.
- (5) To the extent able, the Contractor shall--
  - (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
  - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When able to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the

Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

- (d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion notice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g)) of this section, the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
  - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
    - (1) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.
- (h) Interim payments.
- (1) Interim payments made prior to the final payment under the contract are contract financing

payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

- (2) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

#### **1.55 52.232-17 INTEREST (JUN 1996)**

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract.
  - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
  - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (2) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) Amounts shall be due at the earliest of the following dates:

#### **1.56 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **1.57 52.232-22 LIMITATION OF FUNDS (APR 1984)**

- (a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.
- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the

Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -
  - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of -
    - (i) The amount then allotted to the contract by the Government or;
    - (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that
  - (1) the amount allotted by the Government or,
  - (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of -
  - (1) The amount previously allotted by the Government or;

- (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

#### **1.58 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### **1.59 52.232-25 PROMPT PAYMENT (OCT 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

##### **(a) Invoice payments--**

##### **(1) Due Date.**

- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
  - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
  - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at

the time of receipt. the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

- (2) Certain food products and other payments.
- (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—
    - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
    - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
    - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
    - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
  - (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
- (i) Name and address of the Contractor.
  - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
  - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
  - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

- (v) 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.
  - (vi) 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).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
  - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (ix) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
  - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
  - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) Additional interest penalty.
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—
    - (A) The Government owes an interest penalty of \$1 or more;
    - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
    - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
  - (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—
    - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
    - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
    - (3) State that payment of the principal has been received, including the date of receipt.
      - (B) If there is no postmark or the postmark is illegible--
        - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
        - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
    - (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**1.60 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR  
REGISTRATION (OCT 2001)**

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in

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

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

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **I.61 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)**

- (a) This contract is subject to the Contracts Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (A) Exceeding \$100,000; or
    - (B) Regardless of the amount claimed, when using:
      - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
      - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
        - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
        - (iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### **I.62 52.233-3 PROTEST AFTER AWARD (AUG 1996)**

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the 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 order; 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 rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### **I.63 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

#### **I.64 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

#### **I.65 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to
  - (1) Furnish phase-in training and (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred

within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I. 66 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

- (a) Notwithstanding any other clause of this contract -
- (1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and
  - (2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.
- (b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

**I.67 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**

- (a) Definition. Proposal, as used in this clause, means either--
- (1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which—
    - (i) Relates to any payment made on the basis of billing rates; or
    - (ii) Will be used in negotiating the final contract price; or
  - (2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.
- (b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).
- (c) The Contractor shall not include in any proposal any cost that is unallowable, as defined in Subpart 2.1 of the FAR, or an executive agency supplement to the FAR.
- (d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--
- (1) The amount of the disallowed cost allocated to this contract; plus
  - (2) Simple interest, to be computed—
    - (i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and
    - (ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97)
- (e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.
- (f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the

Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

- (g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.
- (h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

**I.68 52.242-15 STOP-WORK ORDER. (AUG 1989)**

As prescribed in 42.1305(b), insert the following clause. The "90-day" period stated in the clause may be reduced to less than 90 days.

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
  - (1) Cancel the stop-work order; 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 or the period of the order or any extension thereof expires, 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 the 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 claim submitted 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.

**I.69 52.242-13 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**I.70 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
  - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
  - (5) Method of shipment or packing of supplies.
  - (6) Place of delivery.
  - (7) Amount of Government-furnished property.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:
- (1) Ceiling price.
  - (2) Hourly rates.
  - (3) Delivery schedule.
  - (4) Other affected terms.
- (c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

**I.71 52.244-2 SUBCONTRACTS (ALTERNATE I) (AUG 1998)**

- (a) Definitions. As used in this clause--
- "Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).
- "Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds—
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting—
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
    - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
    - (F) The reasons for any significant difference between the Contractor's price objective and

the price negotiated; and

- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into and (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations.

#### **1.72 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

#### **1.73 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2004)**

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all

tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 617(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.74 52.245-1 PROPERTY RECORDS (APR 1984)**

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

#### **I.75 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

- (c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**1.76 52.249-6 TERMINATION (COST-REIMBURSEMENT) (SEP 1996) ALTERNATE IV (SEP 1996)**

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--
- (1) The Contracting Officer determines that a termination is in the Government's interest; or
  - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
  - (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the

Contractor and in which the Government has or may acquire an interest.

- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay the amount determined as follows:
- (1) If the termination is for the convenience of the Government, include—
- (i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the contractor;
  - (ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;
  - (iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;
  - (iv) If not included in subdivision (h)(1)(i), (ii), or (iii) of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and

- (v) The reasonable costs of settlement of the work terminated, including--
  - (A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
  - (C) Storage, transportation, and other costs incurred, reasonably necessary for the protection, or disposition of the termination inventory.
- (2) If the termination is for default of the Contractor, include the amounts computed under subparagraph (h)(1) of this clause but omit--
  - (i) Any amount for preparation of the Contractor's termination settlement proposal; and
  - (ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) The amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
  - (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of the price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.
- (m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

**I.77 52.249-14 EXCUSABLE DELAYS (APR 1984)**

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--
- (1) The subcontracted supplies or services were obtainable from other sources;
  - (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
  - (3) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

**I.78 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)**

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

**I.79 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**I.80 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form

prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### **I.81 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

- (a) The contractor shall comply with the requirements of the "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

#### **I.82 952.204-2 SECURITY (MAY 2002)**

- (a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

### **I.83 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflects decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/ declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

#### **I.84 952.208-70 PRINTING (APR 1984)**

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is

defined as one sheet, size 8" by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

**I.85 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**I.86 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)**

- (a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- (b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

**I.87 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**

- (a) Definition.  
"Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility
  - (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause),
  - (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and
  - (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.
- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J****LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
A	Statement of Work
B	Reporting Requirements
C	Wage Determination
D	Government Furnished Property

## Part III - Section J - Attachment A

**Performance Based Statement of Work  
For  
Janitorial Services  
For  
Oak Ridge Office**

**I. Introduction**

The Information Resources Management Division (IRMD) of Oak Ridge Office (ORO) is the program office responsible for providing janitorial services for the facilities within the boundaries of the city of Oak Ridge, Tennessee, which are owned and/or operated by the United States Department of Energy (DOE).

**II. Background**

The United States Code of Federal Regulations mandates that federal facilities be maintained in a clean and safe manner. Standards set forth in this contract were derived from those developed by the General Services Administration in accordance with nationwide industry standards and implemented for and by the federal government.

**III. Scope**

The Contractor shall provide all supervision, administrative and technical support, labor, subcontractors, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective completion of all services described herein. The Contractor shall be fully responsible for providing customer service, quality control and all other service listed herein. The Contractor will determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which supplies, materials, and equipment are needed. These performance-based specifications express the Government's requirement in the form of Quality Requirements. These work requirements are provided as the Government's best gauge of the minimum quality standards to be met. The results of the work performed under this contract will conform to the Quality Requirements, and the Government expects that upon daily or periodic inspections that these minimum standards will be met or exceeded. These functions and standard definitions are identified in item V.B.

The determination of the total daily productive man-hour requirements to meet all quality requirements herein is the sole responsibility of the Offeror. However, any proposal which falls below the historically-established minimum levels may be eliminated from consideration unless a viable work plan is provided to clearly demonstrate potential to successfully complete the scope of work at the reduced level. Historically-established minimums are as follows: Days – 230 hours per week; Evening - 330 hours per week. It is of the utmost importance that the Contractor utilizes skilled and productive manpower to satisfactorily furnish the required level of services specified in this contract. Failure on the part of the Contractor to utilize skilled and productive manpower may produce unsatisfactory results which may cause the Government to make deductions from the Contractor's monthly invoices for unsatisfactory work or work not accomplished.

- B. Some daytime cleaning is required, but the majority of the cleaning will be accomplished between the hours of 5:00 p.m. and 9:00 p.m. Monday through Friday, Federal holidays excluded, unless specifically approved or requested by the Contracting Officer's Representative (COR).
- C. Approximately 74,212 square feet of daytime cleaning is required. Specific rooms and area requiring daytime services are as follows:

**Joe L. Evins Federal Building**

DESCRIPTION	LOCATION	SQ. FT.	TIME
File Room	3067	177	8:00am-4:00pm
File Room	2018-1	180	8:00am-4:00pm
File Room	2040-1	206	8:00am-4:00pm
File Room	2027-1 thru 2041-4	914	8:00am-4:00pm
File Room	1206-2	220	8:00am-4:00pm
File Room	1117-1	270	8:00am-4:00pm
Receiving Area	G-01	500	8:00am-4:00pm
Distribution Center	G-09	648	8:00am-4:00pm
Office Space	G-019	471	8:00am-4:00pm
File Room/Office Space	G-031	1,278	8:00am-4:00pm
Computer Room/Office Space	B-115	1,354	8:00am-4:00pm
Operations Center	B-038	5,200	8:00am-4:00pm
DOE Photographer	B-017	800	8:00am-4:00pm
Conference Room	B-021	333	8:00am-4:00pm
Office Space	B-09	392	8:00am-4:00pm
Office Space	B2-1	81	8:00am-4:00pm
Restrooms & Grounds	Police All		8:00am-4:00pm
Handle Service Calls	As Reported		8:00am-4:00pm

**2714 Complex**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Space	F Wing	3,667	8:00am-4:00pm
Office Space	G1 through G12	1,670	8:00am-4:00pm
File Room	J-31	586	8:00am-4:00pm
Office Space	K Bldg.	1,889	8:00am-4:00pm
Restrooms in F Wing	Clean		8:00am-4:00pm
Restrooms and Grounds	Police All		8:00am-4:00pm
Handle Service Calls	As Reported		8:00am-4:00pm

**1916-T2**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Space	Annex	6,507	8:00am-4:00pm
Office Space	Bay 1	1,925	8:00am-4:00pm
Office Space	Bay 2	1,219	8:00am-4:00pm
Office Space	Bay 3	1,420	8:00am-4:00pm
Records Storage 1 – Rm. 302		1,103	
Records Storage 2 – Rm. 306		5,535	
Records Storage 3 – Rm. 312		4,962	
Office Space	Bay 4 & 5	8,178	8:00am-4:00pm
Warehouse		8,152	
Loading Dock	Bay 5		8:00am-4:00pm
Kitchen Areas	Bay 5 and Annex	719	8:00am-4:00pm
Restrooms & Grounds	Clean and Police All		8:00am-4:00pm
Handle Service Calls	As Reported		8:00am-4:00pm

**1916-T3**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Area	Entire Bldg.	1,595	8:00am – 2:30pm
Kitchen Area	Clean	74	8:00am – 2:30pm
Restrooms & Grounds	Clean and Police All		8:00am – 2:30pm
Handle Service Calls	As Reported		

**115 Union Valley Rd.**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Space	Leased Space	12,338	8:00am-2:30pm
Restrooms & Grounds	Clean and Police All		
Handle Service Calls	As Reported		

**Turnpike and Midway Gatehouses**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Conference Space*	Entire Bldg.	963 ea.	6:00 am-9:00 pm
Restroom & Grounds	Clean and Police All		
Handle Service Calls	As Reported		

\*Twice Weekly or upon request

**Trailers 1, 2, and 3**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Space	Entire Bldg.	672 ea.	8:00am-4:00pm
Grounds	Police All		
Handle Service Calls	As Reported		

**Building 2001 – Y-12 Site**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Space	Entire Bldg.	1924	8:00am-4:00pm
Restrooms & Grounds	Clean and Police All		
Handle Service Calls	As Reported		

**Building 2005 – Y-12 Site**

DESCRIPTION	LOCATION	SQ. FT.	TIME
Office Space	Entire Bldg.	731	8:00am-4:00pm
Restrooms & Grounds	Clean and Police All		
Handle Service Calls	As Reported		

The COR will update the above information as needed.

- C. All cleaning shall be accomplished utilizing the latest technology, products, equipment, industry practices, specifications, and recommendations in order to achieve the quality standards.
- D. Hard floor maintenance, carpet cleaning, high cleaning, and window cleaning shall be performed at times specified by the COR. Miscellaneous services such as assisting in loading, unloading, and moving of furniture, supplies, etc., may also be included as required by the COR. Costs associated with these services should be specifically included as a separate line on the invoice. Additional DPLH for these services are included in the Schedules in Section B of this contract.
- E. The building areas to be serviced are described in Part III, Section J, Exhibit 1. The figures contained in Exhibit 1 are approximate and are estimates of the building statistical data. The Contractor is responsible for verifying dimensions and quantities. The data contained in Exhibit 1 in no way modifies the "Site Visit" provision included in Part IV, Section L.
- F. The Contractor shall observe all safety precautions throughout the performance of the contract. Certain areas within some buildings may require special instructions for persons entering the building. Any

restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site. A list will be provided by COR at contract award.

- G. **Special Requests and Emergency Service:** On occasion, the COR may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the COR and indicate an anticipated completion date.
- H. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing and equipment devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

#### IV. Applicable Directives

##### EXECUTIVE

ORDER 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition
DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees
DOE P 450.7	Environmental, Safety and Health Policy Goals
DOE P 450.2A	Identification, Implementation and Compliance with Environmental, Safety and Health Requirements
DOE P 450.4	Safety Management System Policy
DOE O 430.1A	Real Property Asset Management
DOE O 451.1B Chg 1	National Environmental Policy Act Compliance Program
DOE O 470.4	Safeguards and Security Program
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE 5480.4 Chg 4	Environmental Protection, Safety and Health Protection Standards
DOE M 231.1-1A	Environmental, Safety and Health Reporting Manual
DOE G 573.1-1	Mail Services User's Guide
DOE N 142.1	Unclassified Foreign Visits and Assignments
DOE G 450.4-1B	Integrated Safety Management System

#### V. A. Performance Requirements (Tasks)

##### Task 1 Janitorial Services

##### 1.01 General Cleaning

Includes all rooms, conference rooms, storage areas, entrances, lobbies, corridors, stairways, elevators, food service/break areas, swing rooms, health units and loading docks.

- (1) All space shall be covered by this contract and shall be free of obvious dirt, debris, and dust. Trash cans shall be emptied and kept clean and free of dirt, stains, and debris. Glass surfaces shall be clean and free of smudges. Furniture and all surfaces shall be free of obvious dust, dirt, and debris. Carpets will not have obvious spots and stains. Resilient flooring will be maintained at a high level of luster and free of all types of marks. Entrance and elevator carpets shall be clean and free of dirt and debris. All cans used for food remnants shall be cleaned and disinfected. Walls shall be free of streaks, spots, and foreign matter. Drinking fountains shall be clean and free of watermarks and any other debris or encrustation. Drinking fountains shall be maintained at a high level of sanitation.
- (2) All surfaces and objects in the building which are more than 70" above the floor surface shall be considered to be "high cleaning," which shall be scheduled at the direction of the COR and shall be clean and free of dirt, debris and other foreign matter. This includes all walls and ceiling areas and anything affixed to, or included in, these surfaces.

- (3) In Congressional and Oak Ridge Office Manager's suites including three executive conference rooms located on the third floor of the Federal Building, horizontal and vertical surfaces shall be free of obvious dust and dirt accumulation. Glass desktops shall be free of smudges and fingerprints. Carpet shall be free of spots and stains. Resilient floors will be maintained at a high level of luster and free of marks.
- (4) In the employee health station horizontal and vertical surfaces shall be disinfected and free of obvious dust and dirt accumulation. Carpet shall be free of spots and stains. Toilet room will be cleaned and disinfected to maintain all fixtures at a high level of shine and cleanliness. Floors will be disinfected and maintained to ensure that there is not a buildup of dirt, debris, or bacteria.

1.02 Toilet Room Cleaning

Includes public, private, lounges, showers, locker rooms, and utility sinks.

Floors, walls, fixtures and partitions shall be cleaned utilizing a disinfectant cleaner. The floors, including corners and baseboards, shall be clean and dry, and present an overall appearance of cleanliness. Fixtures shall be clean and bright. There shall be no obvious dust, stains, green mold, or encrustation. All supply dispensers shall be filled. Waste and sanitary napkin receptacles shall be emptied, cleaned, and disinfected. Liner bags shall be replaced daily. Liner bags removed from the sanitary napkin receptacles shall be collected in separate containers for disposal. There shall be no obvious signs of dust on any surface. During the day, empty waste receptacles and refill supply dispensers. Toilet rooms shall be maintained free of discarded materials and trash. Obvious water stains and smudges shall be removed from all surfaces.

1.03 Solid Waste Collection and Removal

All trash will be collected and removed to a location designated by the COR.

The facilities are outfitted with the following equipment:

Number of containers	Container size	Pick-up schedule	Location
1	30 cubic yard	As needed	Federal Building
1	6 cubic yard	Twice Weekly	2714 Complex
1	6 cubic yard	Weekly	1916-T-2

- (1) All containers will be provided by the Government at locations approved by COR unless covered by lease agreement. There shall be no overflow around containers.
- (2) The Contractor shall be responsible for scheduling the removal of waste. Selection of a certified disposal facility shall be the responsibility of the Government.
- (3) Materials in containers earmarked for recycling shall be removed and placed in an area designated by the Contracting Officer or the COR. Designated recyclable materials shall not be mixed with trash.

1.04 Window Washing and Blind Cleaning

All glass (to include spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks and excessive moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of interior glass shall be wiped free of drippings and other watermarks. Both sides of exterior glass shall be clean and free of dirt, grime, streaks, etc. All sides of blind cord tapes and valances shall be free of dust.

### 1.05 Refrigerators and Microwaves

All refrigerators are to be cleaned every Friday night. If the facilities are closed due to administrative action or holiday, then the appliances will be cleaned during the next regularly scheduled time period. Refrigerators are to be wiped down and all food items other than unopened packaged food or condiments in date shall be discarded weekly including containers. Unopened packaged food or condiments such as salad dressings, ketchup, etc., are to be discarded only if the expiration date has been reached. The Government is responsible for the posting of the refrigerator policy. Microwaves are to be cleaned on a daily schedule and shall be free from food debris and stains. Any noted damage is to be reported to the Facility Managers Office and the damaged appliance immediately tagged out of service.

### 1.06 Upholstery Cleaning

As requested by the COR, upholstery cleaning will be required for chairs and modular furniture panels.

## Task 2 Snow Removal Requirements

### 2.01 Snow Removal

Chemicals and Tools - When snow and ice conditions exist, remove accumulations from entrances, steps, landings, pathways on parking areas, and sidewalks. When these conditions exist at least two (2) hours prior to opening the building, accumulations shall be removed before the building occupants report to work. The Contractor shall continue to provide snow and ice removal throughout the workday as necessary for accessibility and/or to eliminate hazards. Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be in accordance with Federal specifications. (Salt shall be not be used) **WORK DESCRIBED ABOVE IS A PART OF THE BASIC CONTRACT.**

## Task 3 Recycling Program

### 3.01 Recycling

As part of the Government's "Green Building" program, it is the intent of the Government to make our buildings environmentally friendly through waste prevention, recycling, and the use of environmentally friendly/preferable products. It is the intent of the Government to keep the maximum amount of material from the landfill through aggressive recycling.

The Contractor is responsible for keeping the maximum amount of recyclables from the landfill by recycling the maximum amount of waste which includes, but is not limited to, office generated paper, publications, newspapers, telephone books, corrugated cardboard, aluminum cans and wooden pallets. The Contractor shall furnish necessary labor, recycling collection equipment and supervision to implement an aggressive multi-material recycling program.

All recyclable materials collected as a requirement of this contract shall be removed from the premises and transported to a processing facility for the purpose of re-manufacturing or recycling to the extent available. The contractor shall maintain information and receipts indicating the items recycled and their weight, for review by the COR.

### 3.02 Recycling Reports

The contractor shall submit a quarterly report listing the types and amounts of materials recycled as directed. This may include paper, corrugated containers, newspaper, aluminum cans, bottles, plastic, fluorescent tubes, carpeting, and other materials.

DOE is required to report the percentage of the building's total waste stream that was diverted to recycling. Records showing the amount of trash hauled will also be provided to the COR on a quarterly basis so that this report can be submitted as required by the Resource Conservation and Recovery Act.

All reports submitted to the government shall be printed on both sides of the paper, as well as on recycled paper containing a minimum of 30% post consumer recycled content.

### 3.03 Recycling Removal

The contractor will perform the following tasks:

- (1) Remove all recyclable materials and take to an area designated by the COR.
- (2) Place in appropriate pickup containers.
- (3) Take "recycling pickup containers" to designated location on days recyclables are to be picked up by recycler. Contractor shall monitor containers to prevent littering of holding area. No trash shall accumulate in holding area.

### 3.04 Recycling Containers

Collection/Storage Containers: DOE currently provides 13 aluminum recycling containers. The Contractor shall provide any additional containers necessary for collecting recyclables and keeping them separate from trash. The COR shall approve all container styles and types prior to placement.

Pick-Up Containers: Recycling Contractor shall provide pick-up containers for recyclables to be used for removal from the building.

The Janitorial Contractor shall be accountable for all recycling equipment as follows:

- (1) Pick-up Containers belonging to Recycling Contractor: The contractor shall be accountable for all containers belonging to the Recycling Contractor. Pick-up containers are to be used only for the storage of recyclable materials to be transported to the recycling center.
- (2) Government Owned Containers: The Contractor is responsible and accountable for all recycling containers that are used for central containers. Janitorial contractor is responsible for the repair and maintenance of these containers.

Janitorial contractor will also be accountable and responsible for any other recycling equipment and/or materials that contractor is holding in inventory for distribution to tenants. Equipment includes, but is not limited to, individual recycling containers, posters, and recycling equipment labels.

## Task 4 Parking and Grounds Services

### 4.01 Policing of Parking Areas and Grounds

Policing of parking lots and grounds will be performed on an established schedule to maintain these areas in a neat and clean manner free of litter and other debris. All sidewalks, parking areas, driveways, loading docks, and platforms shall be free of dirt, debris, oil stains, etc. Picnic tables shall be cleaned on an established schedule to maintain all surfaces free of mold build up. A periodic review will be performed to determine if this task needs to be repeated during the spring, summer, and fall months. The COR shall approve the schedule of the task.

## Task 5 Integrated Pest Management

- 5.01 This is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified herein. IPM is a process for achieving long term, environmentally sound, pest suppression through the use of a wide variety of technological and management practices. Control techniques in an IPM program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access by pests.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

A. Pests Included and Excluded.

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded from the contract. Populations of these pests located outside of the specified buildings, but within the property boundaries of the buildings, are included.

Populations of the following pests are excluded from this contract:

- (1) Birds, bats, snakes, and all other vertebrates other than communal rodents.
- (2) Termites and other wood-destroying organisms.
- (3) Mosquitoes.
- (4) Pests that primarily feed on outdoor vegetation.

However, the following shall be controlled under the terms of the contract:

- (5) Individuals of all the above pests that are incidental invaders inside buildings.
- (6) Winged termite swarmers emerging indoors.

B. Initial Inspection

The Contractor shall conduct a thorough, initial inspection of each building or site within ten (10) working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.

Access to building space shall be coordinated with the COR. The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

C. Pest Control Plan.

Prior to initiation of service, the Contractor shall submit to the COR a Pest Control Plan for each building or site within ten (10) working days following the initial inspection. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within five (5) working days. The Contractor shall be on site to initiate service within five (5) working days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have three (3) working days to submit revisions.

The Pest Control Plan shall consist of four parts:

- (1) Proposed methods for control, including labels and Material Safety Data Sheets (MSDS sheets), for all pesticides to be used. A list of brand names of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included.
- (2) A service schedule for each building or site. Frequency of Contractor visits shall depend on the specific pest control needs of each premise. At the minimum, the Contractor shall conduct inspections monthly to determine if treatment is required. The Government will consider weekly service to be the standard for large office buildings with a history of pest infestation.

- (3) A description of any structural or operational changes that would facilitate the pest control effort.
- (4) A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor's representative who will be performing on-site service under this contract. At the minimum, the Contractor shall submit the Certificates of two individuals, one acting as a regular service representative and the other acting as an alternate.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Contractor shall receive the concurrence of the COR prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

D. Pesticide Application.

The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR.

- (1) Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.
- (2) Preventive pesticide treatments of areas where inspections indicate a potential insect or rodent infestation are acceptable on a case-by-case basis. Written approval must be granted by the COR prior to any preventive pesticide application.
- (3) The Contractor shall not store any pesticide product on Government property.

E. Structural/Procedural Recommendations.

Structural modifications for pest control, including the application of caulk and other sealing materials, will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the COR in writing about any structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

F. Record Keeping.

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on Government property and maintained on each visit by the Contractor. Each logbook or file shall contain at least the following items:

- (1) A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
- (2) The CSC copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent. These forms will be supplied to the Contractor by the COR, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign, and date the Form 3638, and return it to the logbook or file on the same or succeeding day of the services rendered; and
- (3) The Contractor's Service Report forms, documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed. These forms shall not be mandatory if all required information on pesticide application is included on the Government's Pest Control Work and Inspection Report.

G. Contractor Personnel.

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state and local requirements in the jurisdiction(s) where service is actually performed, for training, registration, or certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract.

H. Manner and Time to Conduct Service.

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one day in advance.

I. Insect Control

(1) Non-pesticide Products and Use. The Contractor shall use non-pesticide methods of control wherever possible. For example:

- (a) Portable vacuums rather than pesticide sprays shall be used for initial clean outs of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders wherever appropriate.
- (b) Trapping devices rather than pesticide sprays shall be used for in-door fly control wherever appropriate.
- (c) Sticky traps shall be used to guide and evaluate indoor pest control efforts wherever necessary.

(2) Pesticide Products and Use. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

- (a) The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA), state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.
- (b) The Contractor shall minimize the use of liquid pesticide applications wherever possible. For example:
  - Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant controls wherever appropriate. The Government will consider bait formulations to be the standard for typical office space.
  - As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the stream of pesticide is never visible.
  - Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.
- (c) The Contractor shall obtain the approval of the COR prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment.

The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

J. Rodent Control.

- (1) Non-Pesticide Products and Use. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the COR. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- (2) Pesticide Products and Use. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the COR prior to making any interior rodenticide treatment.
  - (a) All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.
  - (b) Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
    - (i) All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
    - (ii) The lids of all bait boxes shall be securely locked or fastened shut.
    - (iii) All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
    - (iv) Bait shall be placed in the baffle-protected feeding chamber of the box, and never in the runway of the box.
    - (v) All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.
  - (c) As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the COR about the location of all rodent burrows on the premises that must be filled.

L. Program Evaluation.

DOE reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

**Task 6 Linen Services**

- 6.01 The Contractor shall arrange for periodic linen services for table clothes, bed linens, towels, etc. Items requiring linen service should be picked up from the Health Clinic or the Facility Management Team in the Joe. L. Evins Federal Building. An inventory of items taken for linen services shall be kept by the contractor and verified receipt of items upon return. Clean linen shall be returned to proper storage locations.

## B. Performance Objectives and Measures

### Task 1 Janitorial Services

Objectives	Measures
<b>1. <u>Toilet Rooms:</u> (Includes private toilet rooms)</b>	
<b>A. <u>Daily:</u></b> (1) Sweep and wet mop or scrub floor utilizing a disinfectant cleaner.	<b><u>SWEEPING, WET MOPPING, OR SCRUBBING:</u></b> The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc.; and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
(2) Clean all fixtures, including metal and chrome surfaces, water closets, urinals, shelving, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces, utilizing a disinfectant cleaner. Raise water closet seats.	<b><u>FIXTURE CLEANING:</u></b> Porcelain fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture. All graffiti shall be removed where possible.  <b><u>DAMP WIPING (MIRRORS):</u></b> Mirrors shall be clean and free of dirt, dust, streaks, and spots.
(3) Empty waste receptacles, service/supply paper towel, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.	<b><u>SERVICING:</u></b> All supplies shall be provided and dispensers shall be filled. Waste receptacles shall be emptied and sanitary napkin dispenser emptied, cleaned, disinfected, and new bags inserted.
(4) Spot-clean other surfaces and dust horizontal surfaces.	<b><u>SPOT CLEANING:</u></b> Smudges, marks, or spots shall have been removed without causing unsightly discolorations.  <b><u>THOROUGH DUSTING:</u></b> There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be few traces of dust on any surface.
(5) During the day empty waste receptacles and service dispensers, police rooms, and clean washbasins as traffic demands.  <b>NOTE:</b> The Contractor shall service all toilet rooms to maximum capacity during the afternoon of the last day of the contract period. Dispenser stock of paper and hand soap remaining at the termination of the last official day shall not be removed.	<b><u>SERVICING:</u></b> See Quality Requirements outlined in paragraph 1A(3) above.  <b><u>POLICING:</u></b> Toilet rooms shall be free of all paper, trash, empty bottles and other discarded material.
<b>B. <u>Weekly:</u></b> Damp mop and spray buff all resilient floors. Machine scrub all hard floors.	<b><u>DAMP MOPPING AND SPRAY BUFFING:</u></b> Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.
<b>C. <u>Every Two Months:</u></b> Damp wipe the full surface area of all stall partitions, doors, window frames, sills, and	<b><u>DAMP-WIPING:</u></b> All dirt, dust, water strains, spits, streaks, and smudges shall be removed from the surface.

Objectives	Measures
wastepaper receptacles utilizing a multi-purpose (disinfectant-deodorizer) cleaner.	
D. <u>Semi-Annually</u> : Strip and apply four coats of floor finish to resilient floors.	<p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. There shall be no buildup in corners or crevices.</p> <p><u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.</p>
E. <u>Annually</u> : Strip and seal all hard floors.	<p><u>SEALING</u>: Sealant must adhere to the floor. All floor areas must be evenly coated. Spots and stains will be eliminated.</p> <p><u>STRIPPING</u>: See Quality Requirement outlined in paragraph 1D above.</p>
2. <u>Room Cleaning</u> : (Includes all office areas, class rooms, file rooms, libraries, conference rooms, ADP areas, court and jury rooms, judge's chambers, health units and the corridor space adjacent to these areas.)	
A. <u>Daily</u> : (1) Empty wastebaskets and remove trash to designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the rooms used for the collection of solid wastes. Search wastepaper to recover lost valuable or sensitive documents, as necessary. Wash or steam clean all cans used for collection of food remnants, inside and out. (Note: Carts and containers used for the collection and/or storage of waste material shall be of noncombustible or flame resistant construction.) Provide plastic liners for waste baskets and trash cans and change as required.	<p><u>SOLID WASTE COLLECTION</u>: All solid wastes generated in the building except solid wastes generated in the cafeteria, if any, shall be collected and removed to storage areas designated for trash by the Contracting Officer's Representative.</p> <p><u>PORCELAIN WARE CLEANING</u>: Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.</p> <p><u>DAMP WIPING (MIRRORS)</u>: Mirrors shall be clean and free of dirt, dust, streaks, and spots.</p>
(2) Clean both sides of plate glass entrance doors to offices within the building.	<u>INTERIOR GLASS CLEANING</u> : Glass shall be clean and free of dirt, dust, streaks, water marks, spots and grime and shall not be cloudy.
(3) In health units thoroughly dust all horizontal surfaces of furniture and clean glass desk tops. Thoroughly vacuum full rug area and sweep full floor area daily. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided.  NOTE: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas.	<p><u>THOROUGH DUSTING</u>: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges no dusted surfaces caused by dusting tools.</p> <p><u>DAMP WIPING (GLASS DESK TOPS)</u>: Glass desk tops shall be free of dirt, dust, streaks and spots.</p> <p><u>THOROUGH VACUUMING</u>: Carpets, including corners, shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.</p> <p><u>THOROUGH SWEEPING</u>: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in</p>

Objectives	Measures
	corners, behind radiators, under furniture or behind doors.
(4) Spot clean carpet to remove all stains.	<u>CARPETING SPOTTING</u> : Excessive buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of fussing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting.
<p>B. <u>Twice Weekly</u>  (1) In office areas, file rooms, libraries, conference rooms and ADP areas:</p> <p>Sweep bare floor and vacuum carpet traffic patterned areas and extend the sweep or vacuum to remove obvious dirt from around and under furniture.</p> <p>NOTE: For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall to wall carpeting as well as room size rugs and area rugs.</p> <p>(2) Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.</p>	<p><u>VACUUMING</u>: Carpet surfaces shall be free obvious dirt, dust, and other debris.</p> <p><u>SWEEPING</u>: Floor surfaces shall be free of obvious dirt and debris.</p> <p><u>DUSTING</u>: Available horizontal surfaces shall be free of obvious dust.</p>
C. <u>Every Two Weeks</u> : Damp mop and spray buff all hard and resilient flooring.	<u>DAMP MOPPING AND SPRAY BUFFING</u> : Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area shall have a uniform luster.
<p>D. <u>Monthly</u>:</p> <p>(1) In office areas, class rooms, file rooms, libraries, conference rooms and ADP areas:</p> <p>a. Thoroughly dust horizontal surfaces of furniture and all wall surfaces within approximately 70 inches of the floor and vertical surfaces and under surfaces (knee walls, chair rungs, table legs, etc.). Clean glass desk tops.</p> <p>b. Thoroughly vacuum carpet with vacuum cleaners equipped with brushes and/or beater bars.</p> <p>c. Sweep full floor areas.</p>	<p><u>THOROUGH DUSTING</u>: See Quality Requirement outlined in paragraph 2A(3) above.</p> <p><u>DAMP WIPING (GLASS DESK TOPS)</u>: See Quality Requirement outlined in paragraph 2A(3) above.</p> <p><u>THOROUGH VACUUMING</u>: See Quality Requirement outlined in paragraph 2A(3) above.</p> <p><u>THOROUGH SWEEPING</u>: See Quality Requirement outlined in paragraph 2A(3) above.</p>
(2) Spot clean wall surfaces within 70 inches of the floor.	<u>SPOT CLEANING</u> : Smudges, marks, or spots shall have been removed without causing unsightly discoloration.
<p>(3) In health units:</p> <p>a. Thoroughly dust all vertical surfaces and under surfaces of furniture (kneewalls, chair rungs, table legs, etc.)</p> <p>b. Damp wipe both sides of glass in doors,</p>	<p><u>THOROUGH DUSTING</u>: See Quality Requirement outlined in paragraph 2A(3) above.</p> <p><u>INTERIOR GLASS CLEANING</u>: See Quality Requirement outlined in paragraph 2A(2) above.</p>

Objectives	Measures
partitions, and bookcases, and any other glass within approximately 70 inches of the floor.	
<p>E. <u>Semi-Annually</u>: In office areas, classrooms, file rooms, libraries, conference room and ADP areas:</p> <p>(1) Damp wipe glass in interior office doors, partitions and bookcases.</p> <p>(2) Strip, wax, and buff <u>wood</u> flooring. Water solutions shall not be used on wood flooring.</p>	<p><u>INTERIOR GLASS CLEANING</u>: See Quality Requirement outlined in paragraph 2A(2) above.</p> <p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks.</p> <p><u>WAXING AND BUFFING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.</p>
<p>F. <u>Annually</u>: In office areas, classrooms, file rooms, libraries, conference room and ADP areas:</p> <p>Strip and apply four coats of floor finish to all hard and resilient flooring.</p>	<p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks.</p> <p><u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.</p>
<p>G. Services to be performed as Required To Maintain Quality Standards:</p> <p>(1) Wash, damp wipe, and provide plastic liners for wastebaskets to keep them in an acceptable condition.</p> <p>(2) Wipe down and treat surfaces of wood paneling.</p> <p>(3) Clean and treat leather surfaces ( i.e., chairs). Contractor shall use materials specifically made for cleaning and treating leather.</p>	<p><u>CLEANING WASTEBASKETS</u>: Wastebaskets shall be free of dust, debris and residue. Plastic liners shall not be torn, worn or contain residue.</p> <p><u>CLEANING WOOD PANELING</u>: Paneling shall be free of dirt, dust, streaks and spots.</p> <p><u>CLEANING AND TREATING LEATHER SURFACES</u>: Leather surfaces shall be free of dust, dirt, streaks and spots; and shall have a uniform luster.</p>
<p>3. <u>Main Entrances, Main Lobbies and Main Corridors (Includes Snack Bar, Blind-Stand, and Vending Machine Areas)</u></p>	
<p>A. <u>Daily</u>:</p> <p>(1) Sweep bare floors and vacuum carpeted floor areas. Clean and polish metal doorknobs, push bars, kick plates, railings and other metal surfaces; clean and polish wood handrails, doors and other wood surfaces; clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor, and microwaves.</p>	<p><u>THOROUGH SWEEPING</u>: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.</p> <p><u>THOROUGH VACUUMING</u>: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.</p> <p><u>METAL POLISHING</u>: Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform luster.</p>

Objectives	Measures
	<p><u>WOOD POLISHING</u>: Wood surfaces shall be clean and free of smudges and residue.</p> <p><u>SPOT CLEANING</u>: Smudges, marks or spots shall have been removed without causing unsightly discoloration.</p> <p><u>THOROUGH DUSTING</u>: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.</p> <p><u>THOROUGH CLEANING</u>: Microwave ovens shall be cleaned daily inside and out of all food and stains.</p>
(2) Damp mop and spray buff all hard and resilient floors.	<u>DAMP MOPPING AND SPRAY BUFFING</u> : Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area shall have a uniform luster.
(3) Clean both sides of entrance door glass and glass surrounding entrance doors.	<u>GLASS CLEANING</u> : All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots, and shall not be cloudy.
(4) Clean and polish metal door thresholds.	<u>CLEANING THRESHOLDS</u> : Thresholds shall be threshold clean and free of oil, grease, dirt and grime.
B. <u>Quarterly</u> : Damp wipe and polish marble wall surfaces and stone wainscoting.	<u>DAMP WIPING (MARBLE WALLS AND STONE WAIN-SCOTTING)</u> : Surface shall be clean and free of hand marks, smudges, dirt, dust and spots.
C. <u>Semi-Annually</u> : Strip and apply four coats of floor finish to all hard and resilient floors.  <u>NOTE</u> : Additional coats of finish may be required between this frequency in order to meet the quality requirements identified in 3A(2).	<p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. Water solutions shall not be used on wood flooring.</p> <p><u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.</p>
4. <u>Secondary Entrances, Secondary Lobbies and Secondary Corridors</u>	
A. <u>Daily</u> : Sweep bare floors and vacuum carpeted floor area.	<p><u>THOROUGH SWEEPING</u>: Floors shall be clean and carpeted floor area free of trash and foreign matter. No dirt shall be left in corners, behind radiators or behind doors.</p> <p><u>THOROUGH VACUUMING</u>: Carpets shall be clean and free from dust balls, dirt and other debris.</p>
B. <u>Weekly</u> : Damp mop and spray buff all hard and resilient floors.	<u>DAMP MOPPING AND SPRAY BUFFING</u> : Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free

Objectives	Measures
	of splashing and markings from the equipment. The finished area shall have a uniform luster.
<p>C. <u>Every Two Weeks:</u> Polish kick plates, push plates push bars on doors, handrails, door knobs and other metal surfaces. Clean and polish metal door thresholds.</p>	<p><u>POLISHING:</u> Metal surfaces shall be clean and have a polished and lustrous appearance. Thresholds shall be clean and free of oil, grease, dirt, and grime.</p>
<p>D. <u>Monthly:</u> Clean both sides of entrances door glass and glass surrounding entrance doors.</p>	<p><u>GLASS CLEANING:</u> All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots, and shall not be cloudy.</p>
<p>E. <u>Quarterly:</u> Damp wipe and polish marble wall surfaces and stone wainscoting.</p>	<p><u>DAMP WIPING (MARBLE WALLS AND STONE WAINSCOTING):</u> Surfaces shall be clean and free of hard marks, smudges, dirt, and spots.</p>
<p>F. <u>Annually:</u> Strip and apply four coats of floor finish to resilient floors. Strip, seal and apply four coats of floor finish to all hard floors.</p> <p>NOTE: Additional coats of finish may be required between this frequency in order to meet the quality requirements identified in 4B.</p>	<p><u>STRIPPING:</u> All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. Water solutions shall not be used on wood flooring.</p> <p><u>FINISHING:</u> Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.</p> <p><u>SEALING:</u> See Quality Requirement outlined in paragraph 1.D above.</p>
<p>5. <u>Stairways</u></p>	
<p>A. <u>Three Times Weekly:</u> Sweep or vacuum stair landings and steps. Dust railings, ledges, grilles, fire apparatus, doors and radiators.</p>	<p><u>SWEEPING OR VACUUMING STAIRWAYS:</u> Landings and treads shall be free of dirt, dust, and other loose foreign matter.</p> <p><u>DUSTING:</u> Railings, ledges, grilles, fire apparatus, doors and radiators shall be dust-free.</p>
<p>B. <u>Monthly:</u> Wet mop or scrub steps, risers and landings; clean glass surfaces and polish bright metal and woodwork. Spot clean walls to a height of approximately 70 inches.</p>	<p><u>WET MOPPING OR SCRUBBING:</u> Steps, risers, and landings shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.</p> <p><u>CLEANING (GLASS):</u> Glass shall be clean and free of dirt, dust, streaks and spots.</p> <p><u>BRIGHT METAL POLISHING:</u> Bright metal surfaces shall have a polished and lustrous appearance.</p> <p><u>WOOD POLISHING:</u> Surfaces shall be free of dirt, dust, streaks and spots.</p> <p><u>SPOT CLEANING:</u> Smudges, marks or spots shall have been removed without causing unsightly discoloration.</p>
<p>6. <u>Loading Areas: (Includes platforms and docks)</u></p>	
<p>A. <u>Daily:</u></p>	<p><u>SWEEPING:</u> Loading areas shall be clean and free of trash, debris and foreign matter. No dirt shall be left in</p>

Objectives	Measures
Sweep and wet mop.	corners, crevices or where sweepings were picked up. Wet mop if necessary to remove any foreign matter.
B. <u>Quarterly</u> : Wet mop or scrub.	<u>WET MOPPING AND SCRUBBING</u> : Area shall be clean and free of dirt, string, gum, grease, tar, oil spots, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
<b>7. <u>Passenger Elevators</u></b>	
A. <u>Daily</u> : Clean all surfaces in the interior and exterior of the car, including floor track, and polish bright metal surfaces. Clean exterior surfaces of all doors and frames. Vacuum carpets, damp mop and spray buff resilient floors.	<p><u>DUSTING (INTERIOR ELEVATOR SURFACES)</u>: All vertical and horizontal surfaces shall be clean and free of dirt and dust.</p> <p><u>DAMP WIPING (INTERIOR AND EXTERIOR ELEVATOR SURFACES)</u>: Surfaces shall be clean and free of finger marks and smudges.</p> <p><u>CLEANING (ELEVATOR FLOOR TRACK)</u>: Floor tracks shall be clean and free of cigarette butts, matches, dirt and grime.</p> <p><u>BRIGHT METAL POLISHING</u>: Bright metal surfaces shall have a polished and lustrous appearance.</p> <p><u>VACUUMING</u>: Elevator carpets shall be free of dust balls, dirt and other debris.</p> <p><u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.</p>
B. <u>Semi-Annually</u> : Strip and apply four coats of floor finish to all flooring.	<p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks.</p> <p><u>FINISHING</u>: Doors, walls and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.</p>
<b>8. <u>Freight Elevators</u></b>	
A. <u>Daily</u> : Sweep floors, damp mop and spray buff resilient tile floors.	<u>SWEEPING (FREIGHT ELEVATORS)</u> : Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, crevices, door tracks or where sweepings were picked up.
B. <u>Semi-Annually</u> : Strip and apply four coats of floor finish to resilient floors.	<p><u>STRIPPING</u>: See Quality Requirements outlined in paragraph 7B above.</p> <p><u>FINISHING</u>: See Quality Requirements outlined in paragraph 7B above.</p>

Objectives	Measures
<u>Drinking Fountains</u>	
<p><u>Daily:</u> Clean drinking fountains and replenish paper cups where dispensers are provided.</p>	<p><u>CLEANING DRINKING FOUNTAINS:</u> The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks.</p> <p>Drinking fountains shall be kept free of trash, ink, coffee grounds, etc.</p> <p><u>METAL POLISHING:</u> Metal surfaces shall have a polished and lustrous appearance.</p>
<b>10. <u>Guard Booths</u></b>	
<p><u>Daily:</u> Empty waste baskets, dust horizontal surfaces of furniture, vacuum carpet and sweep floors.</p>	<p><u>DAMP WIPING AND SOLID WASTE COLLECTION:</u> See Quality Requirements outlined in paragraph 2A(1) above.</p> <p><u>THOROUGH DUSTING, THOROUGH VACUUMING AND THOROUGH SWEEPING:</u> See Quality Requirements outlined in paragraph 2A(3) above.</p>
<b>11. <u>Clinical Areas and Clinical Laboratory Areas</u></b>	
<p>A. <u>Twice a Day:</u> Waiting rooms shall be policed, drinking fountains and door glass cleaned.</p>	<p><u>POLICING:</u> Waiting rooms shall be free of all paper, trash, empty bottles and other discarded materials. Wall-hung and floor-type ash receptacles shall be neat and presentable in appearance. There shall be no evidence of wads of gum, spots of tar, wet areas or other foreign substances on floors. Drinking fountains and glass surfaces shall present a clean appearance.</p>
<p>B. <u>Daily:</u> Empty wastebaskets; dust all horizontal surfaces of furniture and clean glass desk tops. Vacuum full rug area and sweep full floor area. Clean washbasins and mirrors, as necessary to meet Quality Requirements; supply paper towels where dispensers are provided.</p>	<p><u>SOLID WASTE COLLECTION:</u> See Quality Requirement outlined in paragraph 2A(1) above.</p> <p><u>THOROUGH DUSTING:</u> There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be free traces of dust on any surface.</p> <p><u>DAMP WIPING (GLASS DESK TOPS):</u> Glass desk tops shall be free of dirt, dust, streaks and spots.</p> <p><u>THOROUGH VACUUMING:</u> Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.</p> <p><u>THOROUGH SWEEPING:</u> Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.</p> <p><u>PORCELAIN WARE CLEANING:</u> Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.</p>

Objectives	Measures
	<u>DAMP WIPING (MIRRORS)</u> : Mirrors shall be clean and free of dirt, dust, streaks and spots.
<p>C. <u>Weekly</u>:</p> <p>(1) Dust vertical surfaces and under surfaces of furniture (knee walls, chair rugs, table legs, etc.).</p> <p>(2) Damp mop and spray buff all hard and resilient floors.</p>	<p><u>THOROUGH DUSTING</u>: See Quality Requirement outlined in paragraph 2A(1) above.</p> <p><u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.</p>
<p>D. <u>Monthly</u>:</p> <p>(1) Damp wipe both sides of all glass in doors partitions, and bookcases, and any other glass within approximately 70" of the floor.</p> <p>(2) Spot clean wall surfaces within approximately 70" of the floor.</p>	<p><u>INTERIOR GLASS CLEANING</u>: Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy.</p> <p><u>SPOT CLEANING</u>: Smudges, marks or spots shall have been removed without causing unsightly discoloration.</p>
<p>E. <u>Quarterly</u>: Clean by dusting or vacuuming surfaces and objects approximately 70" or more from the floor. This includes but is not limited to the wall and ceiling area adjacent to ventilating and air conditioning outlets, transoms, clocks, moldings around ceilings, top of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, walls, etc.</p>	<p><u>HIGH CLEANING</u>: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.</p>
<p>F. <u>Annually</u>:</p> <p>(1) Wash walls in waiting rooms, examination and treatment rooms, pharmacies and lab areas. (Cleaning methods and germicidal solutions shall be prescribed by the Contracting Officer's Representative.)</p> <p>(2) Strip and apply four coats of floor finish to resilient floors.</p>	<p><u>WALL WASHING</u>: Walls shall be free of streaks or spots. There shall be no signs of overlapping. There shall be no smudge spots where cleaning of the upper and lower halves of the wall overlap. Walls shall be uniformly clean. Woodwork on doors, windows, moldings, etc., shall be clean.</p> <p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. Water solutions shall not be used on wood floorings.</p> <p><u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.</p>

<b>12. Exterior Cleaning</b>	
<p><u>Daily:</u></p> <p>(1) Sweep entrances, landings, steps and side walks adjacent to entrances in the morning before the occupant's official starting time as shown on Attachment A.</p> <p>(2) Police all sidewalks, parking areas, driveways, lawns, etc.</p> <p>(3) Ash Receptacles.</p>	<p><u>SWEEPING (ENTRANCES, LANDINGS, STEPS AND ADJACENT SIDEWALKS):</u> Areas shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up.</p> <p><u>POLICING (GROUPS AND SIDEWALKS):</u> Areas shall be free of all paper, trash, empty bottles and other discarded material.</p> <p><u>CLEANING ASH RECEPTACLES:</u> Cigarette butts, matches and other discarded material shall be removed from the receptacle.</p>
B. <u>Weekly:</u> Sweep sidewalks, parking areas and driveways, including moats, arcades and courts, weather permitting.	<u>SWEEPING (OUTSIDE AREAS):</u> Areas shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up.
C. <u>Bi-Weekly:</u> Remove waste from the waste receptacles located outside the Federal Building in the picnic area between the Federal Office Building and 2714 Complex.	<u>SOLID WASTE REMOVAL:</u> All solid wastes generated outside the building shall be collected from the receptacles provided, and removed to storage areas designated for trash by the Contracting Officer's Representative.
D. <u>Annually:</u> Clean all surfaces of picnic tables as required to maintain quality standards but not less than once a year in March.	<u>CLEANING PICNIC TABLES:</u> All surfaces of picnic tables shall be clean and free of mold build up. The Government will provide the bleach at the time of the task.
<b>13. Telephone Areas</b>	
<u>Weekly:</u> Clean all vertical and horizontal surfaces.	<u>CLEANING (TELEPHONE BOOTHS):</u> Vertical and horizontal surfaces shall be clean and free of dirt, streaks, and spots.
<b>14. Storage Areas</b>	
<u>Monthly:</u> Sweep and/or vacuum the full floor area.	<u>THOROUGH SWEEPING:</u> Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture, or behind doors.
<b>15. Entrance and Elevator Rugs</b>	
<u>Every Two Months:</u> Clean and shampoo entrance and elevator rugs as required to maintain quality standards but not less than six times a year.	<u>SHAMPOOING (ENTRANCE AND ELEVATOR RUGS):</u> Rugs shall be clean and free of dirt, grime, stains and excessive buildup and crusted material.
<b>16. Windows and Glass</b>	

<p>A. <u>Semi-Annually</u>: Wash both sides of all exterior building windows, including spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies and vestibules.</p> <p>B. <u>Annually</u>: Wash interior surfaces of storm windows. Windows shall be removed, cleaned, and replaced accordingly.</p>	<p><u>WINDOW WASHING</u>: Washed glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, woodwork and other surroundings of interior glass shall be wiped free of drippings and other watermarks.</p> <p><u>STORM WINDOWS</u>: Washed glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, woodwork and other surroundings of interior glass shall be wiped free of drippings and other watermarks.</p>
<p>17. <u>Venetian Blinds</u></p>	
<p><u>Annually</u>:</p> <p>(1) Wash all Venetian blinds in buildings. Clean cords and tapes. Defective cords and tapes shall be reported to the Contracting Officer's Representative. If Venetian blinds are removed from the building for washing, they must be returned and hung within three days.</p> <p>(2) Dust or vacuum all Venetian blinds at a six month interval from washing cycle.</p>	<p><u>WASHING (VENETIAN BLINDS)</u>: Both sides of Venetian blind slats shall be clean and free of dust and water.</p> <p><u>DUSTING (VENETIAN BLINDS)</u>: Both sides of blind slats shall be free of dust.</p>
<p>18. <u>High Cleaning</u></p>	
<p><u>Annually</u>: Cleans surfaces and objects in the building approximately 70" or more from the floor. This includes but is not limited to the wall and ceiling areas ventilating and air conditioning outlets, transoms, clocks, ceiling moldings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, etc. Damp wipe and dry high surfaces such as transoms, clock glass, picture frames and glass, smudged areas surrounding air grilles, diffusers, etc. Drapes shall be vacuumed in place.</p>	<p><u>HIGH CLEANING</u>: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.</p>
<p>19. <u>Hard Floor Maintenance</u></p>	
<p><u>Annually</u>: In the first ninety days of the initial contract period and any option period, strip, seal and apply four coats of floor finish to <u>all</u> hard floors such as brick, terrazzo, marble, ceramic tile, etc., with the exception of hard floors in restrooms. Floors shall be sealed with a penetrating seal which fills the pores of the matrix and becomes a bonded, integral part of the surfaces. Surfaces shall be slip-resistant.</p>	<p><u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks.</p> <p><u>SEALING</u>: Sealant must adhere to the floor. All floor areas must be evenly coated. Spots and stains will be eliminated.</p>
<p>20. <u>Floor Mats</u></p>	
<p><u>Services to be Performed as Required to Maintain Quality Standards</u>: During inclement weather, lay out floor mats provided by the Government in entrance ways and lobbies. Clean, remove and store mats when no longer required.</p>	<p><u>CLEANING (FLOOR MATS)</u>: Stored mats shall be clean and free of dirt, grime, stains and excessive buildup and crusted material.</p>

<b>21. <u>ADP Areas</u></b>	
<p>A. <u>General</u>: Except as indicated in 22B, cleaning in ADP space shall be the same as room cleaning.</p> <p>B. <u>Twice Weekly</u>: Floors shall be damp mopped and spray buffed.</p>	<p><u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.</p>
<b>22. <u>Health Units</u></b>	
<p>A. <u>General</u>: Except as indicated in 23B, cleaning in health units shall be the same as room cleaning.</p> <p>B. <u>Weekly</u>: Damp mop and spray buff all hard and resilient floors.</p>	<p><u>DAMP MOPPING AND SPRAY BUFFING</u>: Same Quality Requirement as shown on 22 above.</p>
<b>23. <u>Utility Work</u></b>	
<p>The utility man-hours shall be furnished as requested and identified by the Contracting Officer's Representative. The work shall include but is not limited to the following activities:</p> <p>A. Service main lobbies and high public use areas.</p> <p>B. Servicing complaints and performing special cleaning required by vacating of space by building occupants; alterations to the building; special conferences; cleanup work made necessary by toilet floods and similar occurrences.</p> <p>C. Assisting in loading, unloading and distribution of supplies.</p> <p>D. Assisting in moving furniture.</p> <p>E. Special cleaning (carpet &amp; furniture).</p>	<p><u>UTILITY WORK</u>: The work requirements for utility work shall be specified by the COR and accomplished in a timely manner.</p> <p><u>SERVICING</u>: Main lobbies and high public use areas shall be free of all paper, trash, empty bottles and other discarded material. There shall be no evidence of wads of gum, spots, or tar, wet areas or any foreign substances. Drinking fountains and glass surfaces shall be tidy.</p>

<p><b>24. <u>Miscellaneous Requirements</u></b></p>	
<ul style="list-style-type: none"> <li>A. Lights shall be used only in areas where and at the time when work is actually being performed.</li> <li>B. Mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by the workers.</li> <li>C. Water faucets or valves shall be turned off after the required usage has been accomplished.</li> <li>D. Windows shall be closed and lights and fans turned off when not in use.</li> <li>E. Organize and train employees to participate in building fire and civil defense drills. Training shall include all emergency procedures as identified by the Contracting Officer's Representative.</li> <li>F. Report hazardous conditions and items in need of repair to the Contracting Officer's Representative.</li> <li>G. Lock rooms in security areas after cleaning. These areas will be identified by the Facility Manager.</li> <li>H. Close doors and lock rooms as required in all areas after cleaning.</li> <li>I. Turn in lost and found articles to the Contracting Officer's Representative.</li> <li>J. Assign sufficient day time staffing to be responsive to complaints related to cleaning.</li> <li>K. Notify the Federal Protective Officer on duty when an unauthorized or suspicious person is seen on the premises.</li> </ul>	
<p><b>25. <u>Snack Bar and Vending Machines (Blind-Operated) Open After Normal Business Hours</u></b></p>	
<ul style="list-style-type: none"> <li>A. <u>Daily</u>: Remove from the building and dispose of trash, debris, or garbage generated.</li> <li>B. Maintain floors in accordance with floor schedule as shown in 3A. Main Entrances, Lobbies, and Corridors. (Includes Snack Bar, Blind Stand, and Vending Machine Areas.)</li> </ul>	

**Task 2: Snow Removal**

Objective	Measure
Remove snow and ice from all applicable sidewalks, crosswalks and exterior stairs	Sidewalks, parking lot crosswalks, and stairs at applicable facilities shall be relatively free of snow and ice thus minimizing slip hazards.

**Task 3: Recycling Program**

Objective	Measure
Program implementation	Program established shall aggressively encourage building occupants to participate and include as many materials as economically feasible.
Collection of recycled materials	Recycled containers and collection points shall be regularly emptied and maintained in a clean well kept appearance.
Storage of recycled materials	Designated storage areas shall have a neat well kept appearance free from loose materials, insects, and foul odors.
Records management	Accurate records shall be maintained depicting types of materials recycled, quantities, and pick-up schedule.

**Task 4: Parking Lots and Grounds**

Objective	Measure
Work frequency	All work is performed on a regular schedule
Areas policed	Areas to be policed are free from trash, and debris including vegetation and leaves around loading docks and entrance lobbies
Surfaces cleaned	Exterior surfaces shall be kept free of stains and spots including fecal matter from large migratory water fowl.

**Task 5: Pest Management**

Objective	Measure
Insect Control	Complaints are addressed in a timely and effective manner.
Rodent Control	Traps are regularly deployed and regularly checked in a timely manner when requested
Documentation/ Chemical Inventory	Chemicals used shall meet the approval of the COR and will be stored in an appropriate container. MSDS sheets for all products used shall be maintained on site with a copy submitted to the Facility Manager.

**Task 6: Linen Services**

Objective	Measure
Linen Services	Linens are serviced in a timely manner. Tracking system provides accountability for items serviced.

## VI. Deliverables

The Contractor shall provide deliverables in accordance with the Reporting Requirements Checklist.

## VII. Quality Assurance Plan and Surveillance Schedule

The Quality Assurance Plan and Surveillance Schedule have been developed to evaluate contractor actions while implementing this Performance Work Statement. The contractor, and not the Department of Energy, is responsible for management and quality control actions to meet the terms of the contract. DOE's role in quality assurance is to ensure contract standards are achieved.

The Surveillance Schedule will be accomplished by a Cleaning Inspector, the Contracting Officer's Representative (COR) or a Facility Management Representative who will be designated by a letter of assignment, which will caution against making legal interpretations, imposing tasks not in the contract, supervising contractor employees, or waving contract requirements. To monitor contractor performance, the Inspector will conduct periodic inspections noting any performance deficiencies in the inspection report to the COR and the Contract Specialist, who will promptly notify the contractor, and keep the Contracting Officer apprized.

The Inspector will periodically perform inspections at no less than quarterly intervals to determine contractor compliance of the Performance Objectives stated in the contract. The level of performance will be based on the Measures indicated for each Objective.

The Inspector will periodically perform an inspection to determine that a central Material Safety Data Sheet (MSDS) file for the facility is maintained and no cleaning agents, pesticides, or other substances are accepted without an MSDS on file and without DOE approval.

The Inspector will periodically perform an inspection of all contractor furnished equipment to determine that equipment is in good working condition and there are no safety hazards such as exposed wires or missing guards.

The COR will periodically review administrative areas of record keeping to ensure that required data is being maintained in the following areas: Recycling, Training, "Greening" Purchases, and Employee Data as it relates to residence reporting, security clearance, and badging.

## Part III – Section J – Attachment A – Exhibit I

BUILDING INFORMATIONBUILDING: Joe L. Evins Federal BuildingA. Building Data:

Location: 200 Administration Road, Oak Ridge, TN  
 Height of Building: 60 feet  
 Number of stories: Five (5)  
 Building completed: 1971  
 Population: 472  
 Official work hours of building occupants: 6:00 a.m. - 6 p.m.

B. Building Statistics:

Gross area		161,000 SF
Occupiable area		138,515 SF
Net cleaning area <u>1/</u>		154,781 SF
Gross area of main corridor (total) <u>2/</u>		15,548 SF
Gross area of main corridor (carpeted)		0 SF
Gross area of secondary corridor (total)		12,166 SF
Gross area of lobbies and entrances <u>3/</u>		1,687 SF
Restroom Fixtures		146
Toilets/Urinals	88	
Sinks	55	
Showers	3	
Countertop Sinks		4
Appliances		37
Refrigerators	19	
Microwaves	17	
Stoves	1	
Exterior Windows		458 Windows
Plate glass		468 SF
Glass Doors		31
Venetian Blinds		459 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		41 SF
Carpeted		14,483 SF
General office, file rooms, libraries, conference rooms, breakrooms, etc.		
Bare floor		17,279 SF
Carpeted		53,896 SF
Raised Floor Areas		1,240 SF
Vending area		730 SF
Clinical area		148 SF
Health unit area		101 SF
Storage space		2,000 SF
Loading Dock		680 SF
Stairways (flights - inside)		21 Flights
Passenger elevators		4 Elevators
Freight elevators		0 Elevators
Ramps		456 SF

Hard floor area to be sealed	1410 SF
Total rugs and carpet in building	69,879 SF
Postal workroom	685 SF
Postal Xray room	104 SF
Security lockers	72 Boxes
Vacant space <u>4/</u>	0 SF

C. Outside Grounds:

Outside area to be policed	790,800 SF
Turf area	580,800 SF
Parking lot area	232,394 SF
Picnic tables	6 Each
Gazeboes	2 Each
Stairways (flights - outside)	5 Flights

Footnotes:

- 1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, ramps within the building.
- 2/ Main corridors defined as those corridors with high volume traffic areas. The following are designated as main corridors:  
Center tile corridors on all five floors of the Joe L. Evins Federal Building
- 3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:  
First Floor West Entrance and Southeast Exit
- 4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: 2714 ComplexA. Building Data:

Location: Lea Way, Oak Ridge, TN  
 Height of Building:  
 Number of stories: One (1)  
 Building completed: 1942  
 Population: 124  
 Official work hours of building occupants: 6:00 a.m. - 6:00 p.m.

B. Building Statistics:

Gross area		36,125 SF
Occupiable area		32,126 SF
Net cleaning area <u>1/</u>		31,676SF
Gross area of main corridor (total) <u>2/</u>		17,089 SF
Gross area of main corridor (carpeted)		1,997 SF
Gross area of secondary corridor (total)		1,430 SF
Gross area of lobbies and entrances <u>3/</u>		1,126 SF
Restroom Fixtures		44
Toilets/Urinals	24	
Sinks	15	
Showers	5	
Countertop Sinks	3	
Appliances		8
Refrigerators	4	
Microwaves	4	
Stoves	0	
Exterior Windows		106 Windows
Plate glass		0 SF
Glass Doors		25
Venetian Blinds		106 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		3,555 SF
Carpeted		15,293SF
Raised Floor Areas		0 SF
Vending area		425 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		358 SF
Stairways (flights)		0 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Ramps		305 SF
Hard floor area to be sealed		0 SF
Total rugs and carpet in building		18,386 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <sup>4/</sup>	0 SF

C. Outside Grounds:

Outside area to be policed	524,758 SF
Turf area	366,818 SF
Edging	0 LF
Shrubs	0 Each
Trees	0 Each
Parking lot area	157,940 SF
Picnic Tables	2 Each
Gazeboes	1

Footnotes:

<sup>1/</sup> That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

<sup>2/</sup> Main corridors defined as those corridors with high volume traffic areas.

<sup>3/</sup> Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

Designated Main Entrances on West and North Sides of the Complex

<sup>4/</sup> Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: 1916-T2A. Building Data:

Location: Brisbane Road, Oak Ridge, TN  
 Height of Building:  
 Number of stories: One (1)  
 Building completed:  
 Population: 95  
 Official work hours of building occupants: 6:00 a.m. - 6:00 p.m.

B. Building Statistics:

Gross area		112,378 SF
Occupiable area		103,442 SF
Net cleaning area <u>1/</u>		25,272 SF
Gross area of main corridor (total) <u>2/</u>		4,943 SF
Gross area of main corridor (carpeted)		1,181 SF
Gross area of secondary corridor (total)		1,049 SF
Gross area of lobbies and entrances <u>3/</u>		1,934 SF
Restroom Fixtures		43
Toilets/Urinals	21	
Sinks	16	
Showers	6	
Countertop Sinks		3
Appliances		9
Refrigerators	4	
Microwaves	4	
Stoves	1	
Exterior Windows		25 Windows
Plate glass		0 SF
Glass Doors		1
Venetian Blinds		25 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		32,748 SF
Carpeted		14,199 SF
Raised Floor Areas		0 SF
Vending area		100 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		87,106
Stairways (flights)		0 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Ramps		3,824 SF
Hard floor area to be sealed		12,764 SF
Total rugs and carpet in building		14,538 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <u>4/</u>	0 SF
Warehouse space	19,843 SF

**C. Outside Grounds:**

Outside area to be policed	38,500 SF
Turf area	0 SF
Edging	0 LF
Shrubs	0 Each
Trees	0 Each
Parking lot area	38,500 SF
Picnic Tables	0 Each
Gazeboes	0

**Footnotes:**

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

Designated Main Entrances on Each Side of the Complex

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: 1916-T3A. Building Data:

Location: Brisbane Road, Oak Ridge, TN  
 Height of Building:  
 Number of stories: One (1)  
 Building completed:  
 Population: 10  
 Official work hours of building occupants: 6:00 a.m. - 6:00 p.m.

B. Building Statistics:

Gross area		1,917 SF
Occupiable area		1,669 SF
Net cleaning area <u>1/</u>		1,480 SF
Gross area of main corridor (total) <u>2/</u>		72 SF
Gross area of main corridor (carpeted)		SF
Gross area of secondary corridor (total)		SF
Gross area of lobbies and entrances <u>3/</u>		75 SF
Restroom Fixtures		2
Toilets/Urinals	1	
Sinks	1	
Showers	0	
Countertop Sinks		1
Appliances		2
Refrigerators	1	
Microwaves	1	
Stoves	0	
Exterior Windows		6 Windows
Plate glass		0 SF
Glass Doors		0
Venetian Blinds		6 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		1,528 SF
Carpeted		141 SF
Raised Floor Areas		0 SF
Vending area		0 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		0 SF
Stairways (flights)		0 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Ramps		0 SF
Hard floor area to be sealed		0 SF
Total rugs and carpet in building		141 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <u>4/</u>	0 SF

C. Outside Grounds:

Outside area to be policed	41,653 SF
Turf area	500 SF
Edging	0 LF
Shrubs	0 Each
Trees	0 Each
Parking lot area	41,653 SF
Picnic Tables	0 Each
Gazeboes	0

Footnotes:

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

Designated Main Entrances on East Side of the Complex

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: 115 Union Valley Road (Leased Area Only)A. Building Data:

Location: 115 Union Valley Road, Oak Ridge, TN  
 Height of Building:  
 Number of stories: One (1)  
 Building completed:  
 Population:  
 Official work hours of building occupants: 6:00 a.m. - 6:00 p.m.

B. Building Statistics:

Gross area		12,338 SF
Occupiable area		8,944 SF
Net cleaning area <u>1/</u>		8,944 SF
Gross area of main corridor (total) <u>2/</u>		3,046 SF
Gross area of main corridor (carpeted)		3,046 SF
Gross area of secondary corridor (total)		0 SF
Gross area of lobbies and entrances <u>3/</u>		150 SF
Restroom Fixtures		20
Toilets/Urinals	8	
Sinks	8	
Showers	4	
Countertop Sinks		1
Appliances		2
Refrigerators	1	
Microwaves	1	
Stoves	0	
Exterior Windows		0 Windows
Plate glass		110 SF
Glass Doors		7
Venetian Blinds		16 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		583 SF
Carpeted		8349 SF
Raised Floor Areas		0 SF
Vending area		0 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		56 SF
Stairways (flights)		0 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Ramps		0 SF
Hard floor area to be sealed		0 SF
Total rugs and carpet in building		8349 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <u>4/</u>	0 SF

C. Outside Grounds:

Outside area to be policed	SF
Turf area	SF
Edging	N/A LF
Shrubs	N/A Each
Trees	N/A Each
Parking lot area	SF
Picnic Tables	0 Each
Gazeboes	0

Footnotes:

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

South side of building

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: Turnpike GatehouseA. Building Data:

Location: Oak Ridge Turnpike, Oak Ridge, TN  
 Height of Building: 10' and 20'  
 Number of stories: Two (2)  
 Building completed: 1948  
 Population: 0 - Conference Area  
 Official work hours of building occupants: 6:00 a.m. - 9:00 p.m.

B. Building Statistics:

Gross area		963 SF
Occupiable area		600 SF
Net cleaning area <u>1/</u>		963 SF
Gross area of main corridor (total) <u>2/</u>		0 SF
Gross area of main corridor (carpeted)		0 SF
Gross area of secondary corridor (total)		0 SF
Gross area of lobbies and entrances <u>3/</u>		60 SF
Restroom Fixtures		6
Toilets/Urinals	3	
Sinks	3	
Showers	0	
Countertop Sinks		0
Appliances		0
Refrigerators	0	
Microwaves	0	
Stoves	0	
Exterior Windows		12 Windows
Plate glass		144 SF
Glass Doors		2
Venetian Blinds		5 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		955 SF
Carpeted		0 SF
Raised Floor Areas		0 SF
Vending area		0 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		8 SF
Stairways (flights) (1 ladder)		1 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Garage and ramps		0 SF
Hard floor area to be sealed		600 SF
Total rugs and carpet in building		45 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <sup>4/</sup>	0 SF

C. Outside Grounds:

Outside area to be policed	5,745 SF
Turf area	2,000 SF
Edging	N/A LF
Shrubs	N/A Each
Trees	N/A Each
Parking lot area	3,745 SF
Picnic Tables	0 Each
Gazeboes	0

Footnotes:

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

South side of building

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: Midway GatehouseA. Building Data:

Location: Scarboro Road, Oak Ridge, TN  
 Height of Building: 10' and 20'  
 Number of stories: Two (2)  
 Building completed: 1948  
 Population: 0 - Conference Area  
 Official work hours of building occupants: 6:00 a.m. - 9:00 p.m.

B. Building Statistics:

Gross area		963 SF
Occupiable area		600 SF
Net cleaning area <u>1/</u>		963 SF
Gross area of main corridor (total) <u>2/</u>		0 SF
Gross area of main corridor (carpeted)		0 SF
Gross area of secondary corridor (total)		0 SF
Gross area of lobbies and entrances <u>3/</u>		60 SF
Restroom Fixtures		4
Toilets/Urinals	2	
Sinks	2	
Showers	0	
Countertop Sinks		0
Appliances		0
Refrigerators	0	
Microwaves	0	
Stoves	0	
Exterior Windows		12 Windows
Plate glass		144 SF
Glass Doors		2
Venetian Blinds		5 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		955 SF
Carpeted		0 SF
Raised Floor Areas		0 SF
Vending area		0 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		8 SF
Stairways (flights) (1 ladder)		1 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Garage and ramps		0 SF
Hard floor area to be sealed		600 SF
Total rugs and carpet in building		45 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <sup>4/</sup>	0 SF

C. Outside Grounds:

Outside area to be policed	5,745 SF
Turf area	2,000 SF
Edging	N/A LF
Shrubs	N/A Each
Trees	N/A Each
Parking lot area	3,745 SF
Picnic Tables	0 Each
Gazeboes	0

Footnotes:

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

East side of building

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: 2001A. Building Data:

Location: Y-12 Westend - outside Portal 17, Bear Creek Road  
 Height of Building:  
 Number of stories: One (1)  
 Building completed:  
 Population: 4  
 Official work hours of building occupants: 6:00 a.m. - 6:00 p.m.

B. Building Statistics:

Gross area		1,924 SF
Occupiable area		1,924 SF
Net cleaning area <u>1/</u>		1,924 SF
Gross area of main corridor (total) <u>2/</u>		3,046 SF
Gross area of main corridor (carpeted)		129 SF
Gross area of secondary corridor (total)		0 SF
Gross area of lobbies and entrances <u>3/</u>		0 SF
Restroom Fixtures		9
Toilets/Urinals	5	
Sinks	3	
Showers	1	
Countertop Sinks		1
Appliances		4
Refrigerators/Ice Machine	2	
Microwaves	1	
Stoves	1	
Exterior Windows		8 Windows
Plate glass		0 SF
Glass Doors		0
Venetian Blinds		3 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		1,891 SF
Carpeted		0 SF
Raised Floor Areas		0 SF
Vending area		0 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		56 SF
Stairways (flights)		0 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Ramps		0 SF
Hard floor area to be sealed		0 SF
Total rugs and carpet in building		24 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <u>4/</u>	0 SF

C. Outside Grounds:

Outside area to be policed	0 SF
Turf area	0 SF
Edging	N/A LF
Shrubs	N/A Each
Trees	N/A Each
Parking lot area	0 SF
Picnic Tables	0 Each
Gazeboes	0

Footnotes:

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

South side of building

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

BUILDING INFORMATIONBUILDING: 2005A. Building Data:

Location: Y-12 Westend - outside Portal 17, Bear Creek Road  
 Height of Building:  
 Number of stories: Two (2)  
 Building completed:  
 Population: 17  
 Official work hours of building occupants: 6:00 a.m. - 6:00 p.m.

B. Building Statistics:

Gross area		10,359 SF
Occupiable area		2,833 SF
Net cleaning area <u>1/</u>		2,833 SF
Gross area of main corridor (total) <u>2/</u>		445 SF
Gross area of main corridor (carpeted)		0 SF
Gross area of secondary corridor (total)		0 SF
Gross area of lobbies and entrances <u>3/</u>		0 SF
Restroom Fixtures		22
Toilets/Urinals	10	
Sinks	9	
Showers	3	
Countertop Sinks		2
Appliances		3
Refrigerators	1	
Microwaves	1	
Stoves	1	
Exterior Windows		10 Windows
Plate glass		0 SF
Glass Doors		0
Venetian Blinds		9 Blinds
Executive space, court and jury room, judges chamber		
Bare floor		0 SF
Carpeted		0 SF
General office, file rooms, libraries, conference rooms, etc.		
Bare floor		1,890 SF
Carpeted		455 SF
Raised Floor Areas		0 SF
Vending area		0 SF
Clinical area		0 SF
Health unit area		0 SF
Storage space		0 SF
Stairways (flights)		1 Flights
Passenger elevators		0 Elevators
Freight elevators		0 Elevators
Ramps		0 SF
Hard floor area to be sealed		0 SF
Total rugs and carpet in building		455 SF

Postal workroom	0 SF
Postal swing room	0 SF
Postal platform	0 SF
Postal lockboxes	0 Boxes
Postal mail cases	0 Boxes
Vacant space <u>4/</u>	0 SF

C. Outside Grounds:

Outside area to be policed	SF
Turf area	SF
Edging	N/A LF
Shrubs	N/A Each
Trees	N/A Each
Parking lot area	SF
Picnic Tables	0 Each
Gazeboes	0

Footnotes:

1/ That part of the building that is to be cleaned by the Contractor. This includes: corridors, entrances, lobbies, office space, storage space, and ramps within the building.

2/ Main corridors defined as those corridors with high volume traffic areas.

3/ Main entrances are defined as entrances where traffic volume is highest; where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances:

South side of building

4/ Unless otherwise stated, vacant space will not be serviced by the Contractor, except for window washing and insect/rodent control.

## Part III - Section J - Attachment B

## JANITORIAL SERVICES REPORTING REQUIREMENTS

<u>Report/Plan</u>	<u>Frequency</u>	<u>Distribution</u> (With # of copies)
Vouchers/Invoices (SF1034) Supporting Statement of Cost/Labor Management report (to accompany voucher)	Monthly	D - electronically
Management Plan	One month after award	A-1, B-1
Milestone Schedule Plan	60 days after award and yearly updates by November 16	B-1
Pest and Rodent Control Report	Monthly	B-1
Recycle Report	Quarterly	B-1
Contractor Accident and Illness Reporting System	Quarterly (January, April, July, and October)	F-1
Federal Contractors Veterans' Employment Report (VETS-100) and other employment data as requested	Annually	A-1, B-1
Quality Assurance Plan	30 days after award and annually thereafter	A-1, B-1
Environment, Health and Safety Plan	One month after award/ at times of significant changes, and annually thereafter	A-1, B-1
Employment Report (Headcount)	Semi-Annually (January and July)	A-1, E-1
EEO – 1	Quarterly	A-1, E-1
Payroll & Residence Report	Annually (January)	A-1, E-1
Semi-Annual Performance Report	Semi-Annually (March & September)	A-1, E-1
Notification of Obtaining Required Insurance	One week after award	A-1, B-1

**DISTRIBUTION LIST**

- A. Procurement and Contracts Division  
U. S. Department of Energy  
P. O. Box 2001                   ATTN: Beverly Schultz, AD-424  
Oak Ridge, Tennessee 37831  
Email: [schultzbs@oro.doe.gov](mailto:schultzbs@oro.doe.gov)
- B. Contracting Officer's Representative  
U. S. Department of Energy  
P. O. Box 2001                   ATTN: Susan Phillips, AD-41  
Oak Ridge, Tennessee 37831  
Email: [phillipss@oro.doe.gov](mailto:phillipss@oro.doe.gov)
- C. Alternate Contracting Officer's Representative  
U. S. Department of Energy  
P. O. Box 2001                   ATTN: Greg Hamby, AD-41  
Oak Ridge, Tennessee 37831  
Email: [hambygl@oro.doe.gov](mailto:hambygl@oro.doe.gov)
- D. U. S. Department of Energy  
Oak Ridge Financial Service Center  
P. O. Box 6017  
Oak Ridge, Tennessee 37831
- E. U. S. Department of Energy  
P. O. Box 2001                   ATTN: Lisa Carter, AD-44  
Oak Ridge, Tennessee 37831  
Email: [carterlb@oro.doe.gov](mailto:carterlb@oro.doe.gov)
- F. Safety and Occupational Health Manager  
U.S. Department of Energy  
P.O. Box 2001                   ATTN: Jenise Mullins, SE-32  
Oak Ridge, Tennessee 37831  
Email: [mullinsjg@oro.doe.gov](mailto:mullinsjg@oro.doe.gov)

Part III - Section J - Attachment C

94-2493 TN, KNOXVILLE

WAGE DETERMINATION NO: 94-2493 REV (23) AREA: TN, KNOXVILLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2494

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
      THE SERVICE CONTRACT ACT         | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
                                         | WASHINGTON D.C. 20210
                                         |
                                         |
                                         | Wage Determination No.: 1994-2493
William W.Gross      Division of         | Revision No.: 23
Director            Wage Determinations | Date Of Revision: 05/23/2006

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State: Tennessee

Area: Tennessee Counties of Anderson, Blount, Campbell, Claiborne, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.05
01012 - Accounting Clerk II	10.98
01013 - Accounting Clerk III	11.93
01014 - Accounting Clerk IV	13.34
01030 - Court Reporter	14.83
01050 - Dispatcher, Motor Vehicle	14.43
01060 - Document Preparation Clerk	11.52
01070 - Messenger (Courier)	9.04
01090 - Duplicating Machine Operator	11.52
01110 - Film/Tape Librarian	10.62
01115 - General Clerk I	8.20
01116 - General Clerk II	9.74
01117 - General Clerk III	11.85
01118 - General Clerk IV	13.29
01120 - Housing Referral Assistant	16.42
01131 - Key Entry Operator I	10.13
01132 - Key Entry Operator II	13.19
01191 - Order Clerk I	9.75
01192 - Order Clerk II	13.65
01261 - Personnel Assistant (Employment) I	9.51
01262 - Personnel Assistant (Employment) II	11.29
01263 - Personnel Assistant (Employment) III	13.73
01264 - Personnel Assistant (Employment) IV	15.42
01270 - Production Control Clerk	16.26
01290 - Rental Clerk	10.62
01300 - Scheduler, Maintenance	13.36
01311 - Secretary I	13.36
01312 - Secretary II	14.83

01313 - Secretary III	16.42
01314 - Secretary IV	18.28
01315 - Secretary V	20.22
01320 - Service Order Dispatcher	14.26
01341 - Stenographer I	12.74
01342 - Stenographer II	14.33
01400 - Supply Technician	18.28
01420 - Survey Worker (Interviewer)	12.40
01460 - Switchboard Operator-Receptionist	11.50
01510 - Test Examiner	14.61
01520 - Test Proctor	14.61
01531 - Travel Clerk I	10.76
01532 - Travel Clerk II	11.46
01533 - Travel Clerk III	12.33
01611 - Word Processor I	11.15
01612 - Word Processor II	12.38
01613 - Word Processor III	14.74
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.40
03041 - Computer Operator I	12.28
03042 - Computer Operator II	13.73
03043 - Computer Operator III	16.63
03044 - Computer Operator IV	17.95
03045 - Computer Operator V	19.87
03071 - Computer Programmer I (1)	18.73
03072 - Computer Programmer II (1)	23.22
03073 - Computer Programmer III (1)	25.01
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.84
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.28
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.56
05010 - Automotive Glass Installer	13.35
05040 - Automotive Worker	13.35
05070 - Electrician, Automotive	14.03
05100 - Mobile Equipment Servicer	11.97
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.35
05190 - Motor Vehicle Mechanic	14.48
05220 - Motor Vehicle Mechanic Helper	11.43
05250 - Motor Vehicle Upholstery Worker	12.66
05280 - Motor Vehicle Wrecker	13.35
05310 - Painter, Automotive	15.91
05340 - Radiator Repair Specialist	13.35
05370 - Tire Repairer	10.86
05400 - Transmission Repair Specialist	14.48
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.38
07010 - Baker	10.96
07041 - Cook I	9.46
07042 - Cook II	10.55
07070 - Dishwasher	7.80
07130 - Meat Cutter	12.42
07250 - Waiter/Waitress	7.79
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.90
09070 - Furniture Refinisher	15.48
09100 - Furniture Refinisher Helper	12.42

09110 - Furniture Repairer, Minor	13.93
09130 - Upholsterer	15.48
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.43
11060 - Elevator Operator	8.70
11090 - Gardener	11.57
11121 - House Keeping Aid I	7.75
11122 - House Keeping Aid II	8.89
11150 - Janitor	10.15
11210 - Laborer, Grounds Maintenance	9.53
11240 - Maid or Houseman	7.75
11270 - Pest Controller	13.16
11300 - Refuse Collector	11.58
11330 - Tractor Operator	12.24
11360 - Window Cleaner	10.60
12000 - Health Occupations	
12020 - Dental Assistant	12.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.22
12071 - Licensed Practical Nurse I	11.67
12072 - Licensed Practical Nurse II	13.07
12073 - Licensed Practical Nurse III	14.64
12100 - Medical Assistant	11.33
12130 - Medical Laboratory Technician	12.23
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.15
12222 - Nursing Assistant II	9.06
12223 - Nursing Assistant III	9.99
12224 - Nursing Assistant IV	11.22
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.36
12311 - Registered Nurse I	19.16
12312 - Registered Nurse II	23.46
12313 - Registered Nurse II, Specialist	23.46
12314 - Registered Nurse III	26.04
12315 - Registered Nurse III, Anesthetist	26.04
12316 - Registered Nurse IV	30.91
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.37
13011 - Exhibits Specialist I	15.73
13012 - Exhibits Specialist II	19.86
13013 - Exhibits Specialist III	25.22
13041 - Illustrator I	15.13
13042 - Illustrator II	19.86
13043 - Illustrator III	25.22
13047 - Librarian	20.94
13050 - Library Technician	10.78
13071 - Photographer I	11.91
13072 - Photographer II	15.73
13073 - Photographer III	19.86
13074 - Photographer IV	25.55
13075 - Photographer V	30.07
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.75
15030 - Counter Attendant	7.75
15040 - Dry Cleaner	10.12
15070 - Finisher, Flatwork, Machine	7.75
15090 - Presser, Hand	7.75
15100 - Presser, Machine, Drycleaning	7.75
15130 - Presser, Machine, Shirts	7.75
15160 - Presser, Machine, Wearing Apparel, Laundry	7.75

15190 - Sewing Machine Operator	10.82
15220 - Tailor	11.52
15250 - Washer, Machine	8.57
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.31
19040 - Tool and Die Maker	18.29
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.46
21020 - Material Coordinator	14.86
21030 - Material Expediter	14.86
21040 - Material Handling Laborer	11.28
21050 - Order Filler	10.28
21071 - Forklift Operator	12.52
21080 - Production Line Worker (Food Processing)	12.52
21100 - Shipping/Receiving Clerk	12.47
21130 - Shipping Packer	12.47
21140 - Store Worker I	10.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.63
21210 - Tools and Parts Attendant	12.52
21400 - Warehouse Specialist	12.52
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.28
23040 - Aircraft Mechanic Helper	15.20
23050 - Aircraft Quality Control Inspector	20.72
23060 - Aircraft Servicer	17.05
23070 - Aircraft Worker	18.03
23100 - Appliance Mechanic	15.48
23120 - Bicycle Repairer	12.77
23125 - Cable Splicer	17.84
23130 - Carpenter, Maintenance	15.48
23140 - Carpet Layer	14.73
23160 - Electrician, Maintenance	18.72
23181 - Electronics Technician, Maintenance I	16.95
23182 - Electronics Technician, Maintenance II	17.82
23183 - Electronics Technician, Maintenance III	18.65
23260 - Fabric Worker	15.32
23290 - Fire Alarm System Mechanic	16.22
23310 - Fire Extinguisher Repairer	13.56
23340 - Fuel Distribution System Mechanic	17.74
23370 - General Maintenance Worker	14.74
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.22
23430 - Heavy Equipment Mechanic	16.22
23440 - Heavy Equipment Operator	13.97
23460 - Instrument Mechanic	20.52
23470 - Laborer	10.73
23500 - Locksmith	15.48
23530 - Machinery Maintenance Mechanic	19.19
23550 - Machinist, Maintenance	17.86
23580 - Maintenance Trades Helper	12.42
23640 - Millwright	16.60
23700 - Office Appliance Repairer	15.48
23740 - Painter, Aircraft	18.16
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	17.01
23800 - Plumber, Maintenance	16.23
23820 - Pneudraulic Systems Mechanic	16.22
23850 - Rigger	16.95
23870 - Scale Mechanic	14.74
23890 - Sheet-Metal Worker, Maintenance	16.22
23910 - Small Engine Mechanic	14.74
23930 - Telecommunication Mechanic I	17.91

23931 - Telecommunication Mechanic II	18.72
23950 - Telephone Lineman	17.91
23960 - Welder, Combination, Maintenance	16.22
23965 - Well Driller	16.22
23970 - Woodcraft Worker	16.22
23980 - Woodworker	13.22
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.66
24580 - Child Care Center Clerk	10.78
24600 - Chore Aid	8.51
24630 - Homemaker	13.40
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.21
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	18.21
25190 - Ventilation Equipment Tender	12.61
25210 - Water Treatment Plant Operator	19.10
27000 - Protective Service Occupations	
(not set) - Police Officer	16.22
27004 - Alarm Monitor	13.60
27006 - Corrections Officer	13.60
27010 - Court Security Officer	14.38
27040 - Detention Officer	13.60
27070 - Firefighter	13.29
27101 - Guard I	9.14
27102 - Guard II	11.51
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.40
28020 - Hatch Tender	14.40
28030 - Line Handler	14.40
28040 - Stevedore I	13.02
28050 - Stevedore II	14.44
29000 - Technical Occupations	
21150 - Graphic Artist	17.05
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	15.55
29024 - Archeological Technician II	17.39
29025 - Archeological Technician III	21.52
29030 - Cartographic Technician	23.50
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	18.74
29061 - Drafter I	11.77
29062 - Drafter II	13.21
29063 - Drafter III	17.37
29064 - Drafter IV	21.52
29081 - Engineering Technician I	14.20
29082 - Engineering Technician II	15.93
29083 - Engineering Technician III	19.58
29084 - Engineering Technician IV	23.44
29085 - Engineering Technician V	25.44
29086 - Engineering Technician VI	30.80
29090 - Environmental Technician	18.02
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	20.80
29210 - Laboratory Technician	15.86
29240 - Mathematical Technician	16.20
29361 - Paralegal/Legal Assistant I	15.31
29362 - Paralegal/Legal Assistant II	17.03
29363 - Paralegal/Legal Assistant III	20.78

29364 - Paralegal/Legal Assistant IV	25.20
29390 - Photooptics Technician	18.85
29480 - Technical Writer	23.31
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.52
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.86
29622 - Weather Observer, Upper Air (3)	14.86
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.73
31260 - Parking and Lot Attendant	7.86
31290 - Shuttle Bus Driver	13.62
31300 - Taxi Driver	8.96
31361 - Truckdriver, Light Truck	14.21
31362 - Truckdriver, Medium Truck	15.01
31363 - Truckdriver, Heavy Truck	16.24
31364 - Truckdriver, Tractor-Trailer	16.24
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.21
99030 - Cashier	8.32
99041 - Carnival Equipment Operator	10.21
99042 - Carnival Equipment Repairer	10.88
99043 - Carnival Worker	8.11
99050 - Desk Clerk	9.16
99095 - Embalmer	20.53
99300 - Lifeguard	10.52
99310 - Mortician	23.06
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.04
99500 - Recreation Specialist	12.45
99510 - Recycling Worker	14.60
99610 - Sales Clerk	10.67
99620 - School Crossing Guard (Crosswalk Attendant)	9.81
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.80
99660 - Surveying Aide	10.79
99690 - Swimming Pool Operator	13.39
99720 - Vending Machine Attendant	11.28
99730 - Vending Machine Repairer	13.39
99740 - Vending Machine Repairer Helper	11.28

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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.

## Part III – Section J – Attachment D

LIST OF GOVERNMENT FURNISHED PROPERTY  
DE-AM05-06OR23221

1. Electrical power at existing outlets for the contractor to operate such equipment as is necessary in the conduct of his work.
2. Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of the water will be provided.
3. Solid waste containers.
4. Space in the building and furniture and furnishings for a supervisor's office to be used for official business only in performance of this contract.
5. Space in the building for the storage of supplies and equipment to be used in the performance of work under the contract.
6. HVAC: Heating and air conditioning of space will be furnished only during normal working hours of building occupants.
7. Aluminum can recycle containers located in the following buildings:
  - Joe L. Evins Federal Building – 8
  - 2714 Complex – 3
  - 1916-T2 Complex – 1
  - 115 Union Valley (leased space) – 1
  - 2005 – Y-12 – 0
  - 2001 – Y-12 – 0
8. A list of Government Furnished Property will be provided under separate cover.