

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-07-R-1040	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HENRY CHUNG		b. TELEPHONE NUMBER (No Collect Calls) 703-696-3859		6. SOLICITATION ISSUE DATE 16-Jul-2007	
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209  TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561710 SIZE STANDARD: 6.5 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 TEL: 703-614-4638 FAX:		CODE HQ0015		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR   FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 50

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

BASE YEAR

FFP

Period of Performance: 01 OCTOBER 2007 through 30 SEPTEMBER 2008 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

12

Months

MONTHLY PEST CONTROL SERVICES

FFP

PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION	100	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	MOSQUITO MONITORING FFP PENTAGON RESERVATION	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	STARLING DETERRENCE FFP PENTAGON RESERVATION	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	MONTHLY PEST CONTROL SERVICES FFP FEDERAL OFFICE BUILDING #2; SERIVCES ARE REQUIRED ONLY UNTIL MARCH 31, 2008	6	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	MONTHLY PEST CONTROL SERVICES FFP HYBLA VALLEY FEDERAL OFFICE BUILDING; SERIVCES ARE REQUIRED ONLY UNTIL MARCH 31, 2008	6	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		6	Months		
	MONTHLY PEST CONTROL SERVICES				
	FFP				
	AIR FORCE MEMORIAL; SERIVCES ARE REQUIRED ONLY UNTIL MARCH 31, 2008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		6	Months		
	MONTHLY PEST CONTROL SERVICES				
	FFP				
	US MILITARY COURT OF APPEALS; SERIVCES ARE REQUIRED ONLY UNTIL MARCH 31, 2008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
OPTION	OPTION YEAR 1				
	FFP				
	Period of Peformance: 01 OCTOBER 2008 through 30 SEPTEMBER 2009 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	MONTHLY PEST CONTROL SERVICES FFP PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION	100	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		5	Each		
OPTION	MOSQUITO MONITORING				
	FFP				
	PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		1	Each		
OPTION	STARLING DETERRENCE				
	FFP				
	PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
OPTION	OPTION YEAR 2				
	FFP				
	Period of Performance: 01 OCTOBER 2009 through 30 SEPTEMBER 2010 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES				
	FFP				
	PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON				
	HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON				
	RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON				
	LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE				
	FOR THESE LOCATIONS.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES				
	FFP				
	HOFFMAN I BUILDING				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		100	Hours		
OPTION	PIGEON / BIRD GUANO CLEANUP				
	FFP				
	PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		5	Each		
OPTION	MOSQUITO MONITORING FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		1	Each		
OPTION	STARLING DETERRENCE FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
OPTION	OPTION YEAR 3 FFP Period of Performance: 01 OCTOBER 2010 through 30 SEPTEMBER 2011 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARYAND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		100	Hours		
OPTION	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		5	Each		
OPTION	MOSQUITO MONITORING FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		1	Each		
OPTION	STARLING DETERRENCE FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					
OPTION	OPTION YEAR 4 FFP Period of Performance: 01 OCTOBER 2011 through 30 SEPTEMBER 2012 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES				
	FFP				
	PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES				
	FFP				
	HOFFMAN I BUILDING				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION	100	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	MOSQUITO MONITORING FFP PENTAGON RESERVATION	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	STARLING DETERRENCE FFP PENTAGON RESERVATION	1	Each		

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0002AE	N/A	N/A	N/A	N/A
0003	POP 01-OCT-2009 TO 30-SEP-2010	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015



0003AA N/A	N/A	N/A	N/A
0003AB N/A	N/A	N/A	N/A
0003AC N/A	N/A	N/A	N/A
0003AD N/A	N/A	N/A	N/A
0003AE N/A	N/A	N/A	N/A
0004 POP 01-OCT-2010 TO 30-SEP-2011	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0004AA N/A	N/A	N/A	N/A
0004AB N/A	N/A	N/A	N/A
0004AC N/A	N/A	N/A	N/A
0004AD N/A	N/A	N/A	N/A
0004AE N/A	N/A	N/A	N/A
0005 POP 01-OCT-2011 TO 30-SEP-2012	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0005AA N/A	N/A	N/A	N/A
0005AB N/A	N/A	N/A	N/A
0005AC N/A	N/A	N/A	N/A
0005AD N/A	N/A	N/A	N/A
0005AE N/A	N/A	N/A	N/A

SECTION C-MSECTION C - PERFORMANCE WORK STATEMENT

## **C.1 General Information**

### **C.1.1 Objectives**

The objective of this contract is to obtain an efficient and effective Integrated Pest Management (IPM) Program.

### **C.1.2 Scope**

This contract requires integrated pest management services for all buildings and areas specified in Section F.1 and the schedule. The required services are a major part of WHS's compliance with the Department of Defense (DoD) Instruction 4150.7 "DoD Pest Management Program."

This contract calls for the suppression all insect, arachnid, rodent (including vole and mole) populations, and any other pest not specifically excluded from this contract. Pest populations located on the exterior grounds within the property boundaries of the buildings are included. All concession spaces, construction sites, and renovation areas are also included under this contract.

Pests excluded from this contract are:

Wood destroying insects, with the exception of swarming reproductive termites.

Pests located on the exterior grounds that are associated specifically with ornamental and turf pest management, with the exception of rodents (including beavers) and other vertebrate wildlife.

IPM is the method of choice for DoD pest management and disease vector control. IPM is a sustainable approach to managing pests and controlling disease vectors by combining applicable pest management tools in a way that minimizes economic, health, and environmental risks. IPM uses regular or scheduled monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, genetic, regulatory chemical, and educational tactics to keep pest numbers low enough to prevent unacceptable damage or impacts. Treatments are not made according to a predetermined schedule; they are made only when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage. Treatments are chosen and timed to be most effective and least disruptive to natural controls of pests. Least hazardous, but effective, pesticides are used as a last resort. The costs for all treatments are included in the contract amount.

IPM in the Department of Defense is based on seven steps that are routine procedures for addressing each pest problem. These steps are:

Identification and assessment of pest or disease vector problems.

Development of a written management plan or strategy that emphasizes natural controls and non-chemical tactics to deal with pest and disease vector problems.

Establishment of an action threshold for each pest and disease vector problem to define when corrective action must be implemented.

Use of a monitoring procedure, such as inspection, trapping, or surveillance, for each pest and disease vector.

Application of corrective action when a threshold is reached for any pest or disease vector.

Use of a documentation system to catalogue monitoring information and to document management problems.

Verification and evaluation procedures to ensure that the IPM program is meeting stated risk reduction measures and that information exists to redesign the IPM plan where required.

The IPM services are generally accomplished through a proactive services performed as regular inspections and reactive services performed as a response to service requests. The Government does not desire unnecessary pesticide applications. In addition, cursory daily inspections do not meet the required standard of a successful IPM Program.

The scope includes the sealing of minor cracks, crevices, and holes that serve as known pest harborage, or permit pest ingress and egress. The Government will be responsible for any work related to the building components such as

structural members, furnishings, etc., affected by termite and carpenter ant management, including the removal of damaged material, and any associated repairs.

The Contractor is expected to provide service to all buildings, trailers, and areas of each site. This contract requires IPM for both building interiors as well as exterior areas.

### C.1.3 Applicable Documents/Web sites

The below listed documents are applicable to this contract.

Documents	Title	Date
DoD Instruction 4150.7 DoD Pest Management Program	<a href="http://www.afpmb.org/coweb/policy_targets/DoD/DODI_4150.7_DoD_Pest_Mgt_22Apr96.pdf">http://www.afpmb.org/coweb/policy_targets/DoD/DODI_4150.7_DoD_Pest_Mgt_22Apr96.pdf</a>	April 22, 1996
CHPPM West Nile Virus Surveillance Guide and protocol	<a href="http://chppm-www.apgea.army.mil/ento/westnile/Guidelines%20Document.doc">http://chppm-www.apgea.army.mil/ento/westnile/Guidelines%20Document.doc</a>	March 11, 1994
Federal Hazard Communication Program (29 CFR 1910.1200)	<a href="http://www.ilpi.com/msds/osh/1910_1200.html">http://www.ilpi.com/msds/osh/1910_1200.html</a>	May 07, 2003
Wide Area Workflow	<a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>	NA
Contractor Performance Assessment Report System (CPARS)	<a href="http://cpars.navy.mil/">http://cpars.navy.mil/</a>	NA

### C.2 Definitions

**After hours:** The hours of the day following the normal working hours of 7:00AM to 4:00PM.

**Government Core Duty Hours:** Monday through Friday, 0700H to 1700H.

**Emergency Service:** Any pest issue that creates an immediate potential human health and safety threat as an emergency.

**Formal Planting:** Any single plant display or continuously mulched area defined by an edged border, hardscape, or planter(s).

**PBMO:** The Pentagon Building Management Office

**Periodic:** Work performed less frequently than every ten working days.

**Planter:** Any structure made to contain plants, with or without a natural bottom, and includes any planting in a court, on a roof, in deck areas or plazas, and any planting which is not on grade with its contiguous surroundings.

**Reportable Accident:** A reportable accident is defined as death, occupational disease, traumatic injury to employees or the public; property damage by accident in excess of \$100; and fires.

**Request for Service:** One or more correspondence(s) from the general public or the PBMO to the Contractor with a need for IPM service(s) on the Pentagon Reservation and/or its associated buildings or properties.

**Rodent Damage (Landscape plants):** Rat, vole, and/or mouse activity causing irreparable damage (as determined by the Pentagon Horticulturalist) to ornamental plant life including, but not restricted to digging, burrowing, tunneling in the soil and/or turf, or otherwise damaging plant root systems; chewing, gnawing, and/or girdling plant bark, stems and/or leaves.

**Valid Customer Complaint:** One or more correspondence(s) from the general public alerting building management or the Contractor of a contract requirement deficiency, or other concern such as behavioral, safety, or other performance issue addressed in this contract.

### **C.3 Government Furnished**

The Government will provide limited space in the building, furniture, and furnishings (to include a telephone and one computer for restricted use) for a Project Manager/Supervisor's office to be used for official business in the performance of this contract. The computer and telephones supplied by the Government are to be used only for work related activities and communications within or between the buildings. The Contractor or its employees shall not use the computer or telephones in any manner for personal advantage, business gain, or other personal endeavor. The Contractor shall arrange with the telephone company for the installation of private business telephone line(s) for its personal or business use, and pay all costs for the installation and maintenance of it.

The Contractor shall maintain Government provided space in a neat, clean, and orderly fashion, and return the space to the Government at the expiration of the contract in the same condition as at the beginning of its use. Any existing equipment placed by the Government within the space assigned to the Contractor may be used by the Contractor during the term of the contract provided written authorization is received in advance from the Contracting Officer Representative (COR). The Government will not be responsible for any damage or loss to the Contractor's stored supplies, materials, or equipment.

The Government will provide access to sink rooms (with utility sinks), where available, at various points throughout the building. The Government will provide hot and cold water as necessary for the Contractor to perform the requirements herein and limited to the normal water supply provided in the building. The Contractor shall not use these rooms for storing equipment. The Contractor shall keep sink room doors closed, locked, and the light(s) and water turned off when not in use.

The Government will provide mosquito trapping equipment. The Government furnished mosquito trapping equipment is limited to use of providing the services required in this contract. The Contractor shall not use the equipment in any manner for personal advantage, business gain, or other personal endeavor. Any additional mosquito trapping equipment necessary to perform the contract work must be furnished by the contractor. The Contractor shall be responsible for the maintenance of the equipment.

### **C.4 Contractor Furnished**

Unless otherwise specified, the Contractor shall furnish all supplies, materials, tools, mosquito identification equipment, and other equipment necessary for the performance of work under this contract. The Contractor shall only use supplies and materials that conform to the principles of IPM and, including the use of bio-based products. All supplies, materials, and equipment to be used in the work described herein are subject to the approval of the COR.

### **C.5 Requirements**

The Contractor shall meet the desired outcome listed in the table below and perform to the standards indicated.

Performance-based Matrix

Desired Outcome	Standard for Successful Performance
The Contractor shall provide establish and maintain safe, effective, and environmentally sound integrated pest management (IPM) program to prevent or control pests and disease vectors that may adversely impact readiness or military operations by affecting the health of personnel or damaging structures, materiel, or property.	98 percent of specific sites of actual or potential pest infestation identified.
	100 percent of existing populations suppressed with corrective solutions.
	100 percent of areas vulnerable to infestation managed.
	100 percent of required records accurately maintained and reports submitted.
	Effectiveness of the IPM actions systematically evaluated.
	Requests for service responded to in required timeframes 95 percent of the time.
	Appropriate level of toxicity applied.
	The Contractor is cooperative, committed to customer satisfaction, and has a business-like concern for the interest of the customer.
	100 percent compliance with DoD Instruction 4150.7 DoD Pest Management Program
	Effective system for receiving feedback from building occupants on operations and service requests

**C.5.1 Contractor Staff Entomologist:** This person shall have primary responsibility for the management of this contract. He/she shall be a Board Certified Entomologist and be certified in the appropriate jurisdiction as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural, and Health Related Pest Management. He/She shall be readily available for routine and emergency surveys and consultation.

#### C.6 Specific Tasks Required

**C.6.1 Initial Inspection:** The Contractor's Staff Entomologist shall make a thorough initial inspection of the premises to evaluate and inventory its pest management needs during the 30 calendar days after contract award. The Contractor shall brief the Contracting Officer's Representative (COR) and respective Building Managers on all findings. The Contractor shall continue to respond to routine service requests while performing this inspection.

**C.6.2 Monitoring and Inspection:** A critical aspect of the pest management plan shall be implementation of a continuous monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels, and to identify procedural and structural deficiencies that contribute to pest infestations. The Contractor shall report findings and make detailed, site specific recommendations in writing for corrective action to the COR. The Contractor shall give special attention to the Government sanitation, waste management, and repair/alteration activities. Recommendations to the Government that can aid in the overall pest suppression effort may involve improvement in cleaning or storage practices, installation or repair of screens and barriers, application of caulk and other sealants, patching of structural gaps, repairing leaks, and draining or filling exterior sites.

**C.6.3 Coordination Requirements:** The Contractor shall provide services in accordance with a Government approved detailed pest management plan and inspection and service schedule developed for each building. Contractor shall perform services that do not adversely affect tenant health or productivity during the core duty hours of operation in the various buildings. Contractor shall coordinate access to building space, including restricted areas, and the scheduling of service with the COR and the respective Building Manager. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the contractor shall notify the COR and the respective Building Manager at least two (2) work days in advance. If a particular treatment requires an area to be vacated, the Contractor's shall notify the COR and the respective Building Manager at least two (2) work days in advance of the treatment, provide and post all necessary signage, ensure the security of the area being treated, and remove signage when the area is safe for entry.

**C.6.4 Trapping Devices:** The Contractor shall: C.6.4.1 - C.6.4.7 as follows:

1. Check all trapping devices (including glue boards) used in rodent management on a daily basis.
2. Dispose of rodents killed (including dead carcasses on the exterior grounds) or trapped within twenty-four (24) hours.

3. Place traps out of general view and where routine cleaning procedures are not affected.
4. Map the location of all bait boxes and submit copies to the COR.
5. Service and maintain all bait boxes on a scheduled basis and in accordance with Environmental Protection Agency (EPA) regulations, assuring the safety of non-target species.
6. Assure 100 percent compliance with all Federal, State, and Local laws, regulations, and/or special ordinances regarding nuisance wildlife management.
7. Check all live traps for nuisance wildlife such as squirrels, raccoons, woodchucks, skunks, feral cats, fox, and opossums on a daily basis.

**C.6.5 Bird Management:** Once birds are declared a nuisance by the COR, the Contractor shall be directed to implement a pest management program. The Contractor shall ensure that:

**C.6.5.1 - C.6.5.10 as follows:**

1. All of the necessary precautions are taken to protect non-target species and wildlife.
2. Surfaces conduits pipes wires areas not covered by janitorial contract or grounds maintenance are free and clean of bird excrement.
3. Government approved bird landing deterrent is applied to surface(s)
4. When requested by the CO, accumulated amounts of bird guano are cleaned from building surfaces and a suitable bird deterrent or repellent applied.
5. Cleaning performed with minimal disruption to the building occupants.
6. High-pressure washers producing pressures in excess of 1500 psi are not permitted.
7. Contractor shall ensure downed birds are recovered promptly and disposed of as the label directs.
8. The Government accepted system of using a thermal fogger and an irritant for deterring Starlings is implemented unless another method is approved by the COR. This deterrence system is usually required once a year and takes approximately one week to complete.
9. Contractor shall continuously monitor nuisance bird populations and ensure birds do not loaf, roost, or nest on the Pentagon Reservation.
10. The COR is given advanced notice of all bird management activities.

**C.6.6 Mosquito Monitoring:** The Contractor shall implement a mosquito-monitoring program for the Pentagon Reservation. The Contractor shall sample mosquitoes of all life stages from the environmental population using trapping equipment and protocol prescribed in <http://usachppm.apgea.army.mil/ento/westnile/Main/West%20Nile%20Virus%20Surveillance%20Guide.doc>.

**C.6.6.1** The Contractor shall use available methods (tip and toss, larvicide, etc.) to manage immature mosquito population(s). The Government will make available existing trapping equipment, but the Contractor shall be responsible for furnishing its own identification equipment and additional trapping equipment not furnished by the Government.

**C.6.6.2** Contractor shall ensure that:

1. Monitoring frequency shall occur no less than once every week for as long as mosquitoes are active.
2. All trapped specimens shall be identified, pooled, and relinquished to the COR for submission to CHPPM-North for viral testing.
3. The COR alerted when active mosquito breeding sites are identified and supply maps of trapping locations and identified mosquito breeding sites.

**C.6.7 Requests for Service:** The Pentagon Building Management Office (PBMO) and the Building Operations Command Center (BOCC) regularly receive service requests from building occupants. The Contractor shall regularly check the PBMO service log book to identify requests for service. The Contractor shall comply with the response timetable below. The Contractor shall make rodent service requests priority, and shall follow up on all rodent traps on a daily basis. The Contractor shall submit written documentation of service, follow-up, and response time to the COR within 24 hours of service completion.

Service Request Response Timetable
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Type of Request	Response Time (arrival at site)
Routine (during core duty hours)	Within 6 business hours
Pentagon Emergency (during core duty hours)	Within 15 minutes
FOB2 Emergency (during core duty hours)	Within 45 minutes
Emergency for all sites except Raven Hill (during non-core duty hours)	Within 90 minutes
RRMC Emergency (at any time)	Within 120 minutes

The Contractor is advised to perform the Pentagon buildings' interior and exterior IPM assignments as distinctly independent, yet concurrent activities. The past experience shows that the contractor's understaffing the site resulted in constant failure to provide the level of service required in the contract.

**C.6.8 Interior Pest Populations:** The Contractor shall manage interior pest populations. The contractor shall ensure that:

1. All products are applied according to the manufacturer's label.
2. All trapping devices are labeled and dated at installation and each service.
3. No airborne pesticides are applied.
4. No rodent poisons are applied.

**C.6.9 Exterior grounds:** The Contractor shall manage the exterior grounds pest issues. The Contractor shall ensure that:

1. Urban insect pests are managed.
2. All mammalian populations and/or individuals are managed.
3. All products are applied/used according to the manufacturer's label.
4. Rodenticides are not accessible to children, domestic animals, or non-target wildlife.
5. All trapping devices and bait boxes are labeled and dated at installation and each servicing.
6. All trapping devices and bait boxes are accounted for at all times.
7. All trapping devices and bait boxes are removed from the premises when not in use.
8. All live trapping is conducted humanely and professionally.
9. All Federal, State, and Local laws, regulations, or special ordinances regarding nuisance wildlife management are obeyed.
10. All live traps are checked daily.
11. Trapped animals are safely transferred to the Animal Welfare League of Arlington.
12. 99% of any one ornamental plant species in any one formal planting is not dead/damaged from any rodent activity in any given month.
13. There is no plant loss due to rodent activity.

**C.6.10 Records and Reports:**

The Contractor maintain complete and accurate records for each building and area that include, but are not limited to:

- 1 Monitoring data indicating pest population levels (graphs and/or charts utilized to reflect monthly and seasonal variation)
- 2 Locations of pest infestations, numbers of pests trapped or killed, new rodent burrows observed, etc.
- 3 Inspection data indicating findings and recommendations concerning other program areas involved in the IPM process;
- 4 Pesticide application data including the name of the product used or applied, amount applied, method of application, location(s) of treated area(s), Material Safety Data Sheets (MSDS), etc.
- 5 Location and service of all bait stations and trapping devices on the premises.
- 6 The Contractor shall incorporate the use of an infrared barcode scanning system for data collection. Data collected with this technology includes, but is not limited to, all scheduled insect monitoring devices and all rodent bait boxes. All data collected using this technology shall be provided to the Government both

electronically and as a hard copy at a frequency of no less than once per month.

The Contractor shall provide the following reports:

- 7 **Service Report:** Documentation of service, follow-up, and response time to the COR within 24 hours of service completion.
- 8 **Daily Report:** Contractor shall deliver the report by 8 AM to COR. The Contractor shall ensure the report contains the following:
  - Listing of plans for the day
  - Results of previous day efforts
  - Status of on-going efforts
  - Copies of records of pesticide applications
- 8 **Monthly Report:** The Contractor shall electronically submit a monthly report by the fifteenth (15th) calendar day of the following month detailing the performance of the Contractor. The Contractor shall include, but is not limited to the following information:
  - A general performance overview of the month;
  - Updates/progress reports of any pertinent schedules;
  - An accurate amount of each product used/applied;
  - An accurate number of rodent kills;
  - A calendar of events, plans, meetings, and/or special situations for the next 60 days
  - Any special activities accomplished;
  - Frequency of office complaints per month (categorized by pest species, such as cockroaches, ants, mice, rats, fruit flies, etc.). Baseline data will be obtained from an analysis of 2006 complaint logbooks;
  - Multiple customer "callbacks" due to large, recurring pest populations. The instance of relatively large, recurring pest populations is quantifiable based on an atypical number of calls to one or more locations within the building, or during specific times of the year.
  - Frequency of complaints in major food-handling areas (e.g., cafeterias, kitchen and food preparation areas, fast food restaurants, etc.). Complaints shall be categorized by specific pest species and baseline data will be obtained from an analysis of 2006 complaint logbooks. Glue-board monitoring/trapping data (for both insects and rodents) identifying pest population trends and identify "hot spots" requiring focused treatment efforts.

**C.6.11 Safety:** The Contractor shall conduct itself in a safe and controlled manner and comply with the following requirements:

- 1 Employees, occupants, and visitors are protected from injury.
- 2 All applicable OSHA safety standards/requirements are met and followed.
- 3 All accidents are reported, OSHA supplemental form 101 submitted, and full cooperation given to the COR.
- 4 All personnel use the proper Personal Protective Equipment (PPE) for the task at hand. All PPE meets NIOSH, MSHA, and ANSI requirements.
- 5 All PPE is maintained and clean.
- 6 Emergency assistance numbers and instructions are conspicuously posted.
- 7 An effective and active safety, first aid, hazardous material handling, and blood-borne pathogen training schedule is performed.
- 8 Contractor employees are familiar with all building fire alarm systems.
- 9 All oil or hazardous substance spills are immediately reported to the COR and/or the Building Manager.
- 10 Safety meeting reports provided to the COR that including, but not limited to content, attendance, instructor/meeting leader, location, and length of training.

**C.6.12 Pesticides/Products:** The Contractor shall be responsible for the safe use of pesticides and ensure the following:

- 1 Copies of current Commercial Pesticide Applicator certificates for each employee proposed to provide service provided to COR.
- 2 100 percent of all products used are registered with the EPA.



- 3 Transportation, handling, and use all pesticides are in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and Local laws and regulations.
- 4 Prior to use, a list of pesticides submitted to COR along with all Material Safety Data Sheets (MSDS) and labels as required by the Federal Hazard Communication Program (29 CFR 1910.1200) shall be submitted to the COR. Pesticide use is minimized and complies with the following:
  - 5 A specific pest is present and identified before a pesticide product is applied in any specific area.
  - 6 A product is applied according to need and not by schedule.
  - 7 Preventive applications are forbidden except with prior approval of the COR and only used where inspections indicate a potential insect or rodent infestation.
  - 8 No airborne sprays (fogging, misting, ULV, etc.) used unless approved by the COR. If approved, airborne applications are restricted to crack and crevice applications and relocation of starlings.
  - 9 No fumigant products are released in any DoD space.
  - 10 Rodenticide or tracking powders for rodent control not used inside DoD facilities.
  - 11 Employees, occupants, and visitors are protected from injury.
  - 12 A minimum 48-hour advance notice of all pesticide use and location is provided to the COR

**C.6.13 Personal Protection Equipment:** The Contractor shall conform to Occupational Safety & Health Administration's (OSHA) standards for protective clothing, equipment, and devices for the products being used.

**C.6.14 Emergency Awareness:** The Contractor shall train personnel appropriate procedures in the event of an emergency.

**C.6.15 Training:** The Contractor shall provide all personnel with all applicable training required by OSHA, including: First Aid, Safety, and Blood-borne Pathogen training. The Contractor shall train and instruct all personnel in safe and approved methods for use, handling, and storage of hazardous materials according to the Hazard Communication Standard (29 CFR 1910.1200) and meet the requirements for First Responder Awareness training (29 CFR 1910.120 (q)). The Contractor shall provide to the COR proof of successful completed training for all personnel as required by law and regulation

#### **C.6.16 Required Plans**

**C.6.16.1 Management and Operating Plan (MOP):** The Contractor shall submit a MOP to the CO for approval within 30 days of contract award. The Contractor shall make such revisions to the MOP as are deemed necessary by the CO. The MOP will be reviewed and updated annually, or as required by the Contracting Officer. The Contractor shall include in the MOP the following other plans:

**C.6.16.2 IPM Plan** The Contractor shall submit the following detailed plans:

- 1 A plan detailing proactive and reactive strategies for interior, exterior, and miscellaneous IPM requirements on DoD property
- 2 A detailed exterior rodent control plan for the Pentagon and the FB2 group
- 3 A mosquito monitoring plan in accordance with CHPPM-North protocol for the Pentagon and the FB2 group.

**C.6.16.3 Staffing Plan:** The Contractor shall submit a staffing plan that identifies in detail the personnel, and the roles and responsibilities of the staff and backup coverage.

**C.6.16.4 Safety Plan:** The Contractor shall submit a Safety Plan designed to ensure a safe environment for Contractor personnel, building occupants, and visitors. The submitted Safety Plan will be reviewed for compliance with OSHA and contract requirements. The Contractor shall include:

- 1 A comprehensive training schedule, both initial and continuing.
- 2 An outline of each work phase, the hazards associated with each phase, and the methods proposed to ensure property protection, and public, building occupant, and Contractor employee safety.
- 3 First-aid procedures.

- 4 A schedule of safety meetings.
- 5 An emergency situation plan for events such as floods, fires, explosions, power outages, spills, and wind storms.
- 6 Consideration existing government emergency plans, the nature of activities, site conditions, and degree of exposure of persons and property.

#### **C.6.16.5 Environmental Stewardship Plan (ESP).**

The Contractor shall submit an ESP detailing:

- 1 Its commitment to environmental management, employee health and safety, and the use of environmentally preferable products.
- 2 A comprehensive list of materials, their associated label and MSDS, and the intended purpose of each material to be used on this contract. Once this list is approved by the CO, the Contractor shall only use materials from this list in the building. Any alternative material must be approved in writing by the CO.
- 3 A plan of how it will keep abreast of the development and increasing availability of EPP and how EPP products will be incorporated into contract performance.
- 4 A plan to minimize the on-site generation of non-recyclable waste generated during contract performance. The Contractor shall use the recycling plan developed by the government as a guide in defining their program.

**C.6.16.6 Communication Policies:** The Contractor shall define and submit strategies for self-help guidance to building occupants.

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E.1 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

**E.1.1 Contracting Officer:** The Contracting Officer has the overall responsibility for the administration of this contract. He or she alone is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, details or delivery schedules. The Contracting Officer may delegate certain technical responsibilities to a technical representative.

**E.1.2 Contracting Officer's Representative (COR),** will be designated by letter to administer technical aspects of this contract, limited to technical review and approval of work.

Wherever the terms "Authorized Representative of the Contracting Officer", "Inspecting Officer", or "Commanding Officer" appear in the Contract or referenced documents, it shall be taken as reference to the COR.

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

### **SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 Place of Performance:** Pentagon reservation and other premises that will be serviced under this contract are as follows:

LOCATION	2007 Estimate SQUARE FOOTAGE
Pentagon Building	6,636,630
Remote Delivery Facility (RDF)	250,000
Butler Building	22,621
Pentagon Library and Conference Center (PLC2)	116,140
Old Childcare Center	48,005
Pentagon Renovation Support Complex	
• ... Pentagon Renovation and Planning Office	18,000
• ... SAM MOC Building	11,000
• ... Pentagon Grounds Management Facilities	10,000
• ... PENREN Support Trailers	10,000
• ... PFPA Security Building	1,000
Federal Office Building Number 2 Management Group	
• ... Federal Office Building Number 2	1,000,000
• ... Hybla Valley Federal Building (DSWA)	116,901
• ... United States Court of Appeals for the Armed Forces	48,570

Leased Facility: Hoffman I Building	312,976
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**F.2 Contract Performance Period:** The specific performance periods for the Base Period and Option Periods, if exercised, are as follows:

Base Period: 01 October 2007 thru 30 September 2008  
Option Year I: 01 October 2008 thru 30 September 2009  
Option Year II: 01 October 2009 thru 30 September 2010  
Option Year III: 01 October 2010 thru 30 September 2011  
Option Year IV: 01 October 2011 thru 30 September 2012

**F.3 Option Years:** Option years may be exercised at the Government's discretion as specified below. The Government may unilaterally exercise any or all annual option periods for 5 years from date of award.

**F.4 Exercise of Option(s):** EXERCISE OF OPTION (S): The Government may unilaterally exercise its option(s) to extend the period of performance under this contract under Federal Acquisition Regulations (FAR) 52.217-9, Option to Extend Term of Contract. The contractor will be advised of the government's intention to exercise an option no later than 60 calendar days before the start of the option period. The option modification will be issued not later than 25 calendar days before the start of the new option period. The Government may unilaterally exercise its option(s) for continuing performance and to extend the contract term for any service under Federal Acquisition Regulations (FAR) 52.217-8, Option to Extend Services. The contractor will be advised of the government's intention to extend the term of the contract within 10 calendar days before the expiration of the contract term. The option modification extending the contract term under FAR 52.217-8 will be issued before the start of the new option period. Exercise of any option(s) may be subject to the Availability of Funds clause, Federal Acquisition Regulations (FAR) 52.232-18.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)**

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

“Issue by DoDAAC” field enter HQ0034

“Admin DoDAAC” field enter HQ0034

“Payment DoDAAC” field enter HQ0338

“Service Acceptor/Extension” or “Ship to/ Extension” field enter HQ0015

“Inspect By DoDAAC/ EXT” fields - Leave blank

“LPO DoDAAC/ EXT” fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- ☐ Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- ☐ ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

- ☐ Unit Price
- ☐ Unit of Measure

Shipment numbers must be formatted as follows:

Three (3) alpha characters followed by four (4) numeric characters.

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address [Henry.Chung@whs.mil](mailto:Henry.Chung@whs.mil) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

**G.2 Client Manager:** Contractor shall provide to the Contracting Officer's Representative (COR) points of contact, telephone numbers, and e-mail addresses for resolution of billing problems and general complaints.

**G.3 Invoice Review:** All invoices will be reviewed by the Contracting Officers Technical Representative and then forwarded to the paying office. Invoice certification will be based on the Contracting Officers Technical Representative review in conjunction with the Quality Assurance Surveillance Reports. Under Federal Acquisition Regulations (FAR) clause 52.212-4 "Contract Terms and Conditions-Commercial Items" paragraph (a) "Inspection/Acceptance" of this contract, the Government may require re-performance of non-conforming services at no increase in price. Under the QASP, contract payments may be reduced if the contractor's performance is not of acceptable quality. The invoice will be paid with the deductions applied. The Contracting Officer will inform the Contractor, in writing, of the type and dollar amount of any deductions.

**G.4 Appealing Deductions:** The contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all deductions are not justified. Rational must be solidly based, providing specific facts that justify reconsideration of the proposed deductions. Failure to respond, within the 10-day period, will be interpreted as Contractor acceptance of the deductions. If the Contracting Officer agrees with the Contractor, a new separate invoice covering the disputed amount shall be submitted to the Contracting Officer for certification and forwarding to the paying office. Then, the invoice shall be dated the date of the resubmission.

**G.5 Central Contractor Registration (CCR) and DUNS numbers** are required by law to pay the contractor. The responsibility is on the contractor to register properly with Central Contractor Registration (CCR) at [www.CCR.gov](http://www.CCR.gov) and to obtain DUNS number at [www.dnb.com/us/](http://www.dnb.com/us/). Changes in either shall be promptly reported to the Contracting officer's and Contracting officer's Representative. The risk of delaying payment resulting from changes is the contractor's responsibility and interest is not applicable.

**G.6 Address of Principal Contracting Officer and Destination of Correspondence:**

Washington Headquarters Services  
Acquisition & Procurement Office  
1777 North Kent St.  
Rosslyn Plaza North, Suite 12063  
Rosslyn, VA 22209

*NOTE: Include contract number on all correspondence.*

**G.7 Contracting Officer's Representative (COR):** A Contracting Officer's Representative will be appointed by the Contracting Officer *with limited authority* to handle technical performance related issues:

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Identification/Building Pass Security Requirements**

**H.1.2** The Contractor shall submit all Pentagon building pass requests a minimum of 5 business days prior to reporting for work. All requests shall be submitted to the Contracting Officer's Representative (COR) designated for each task order. The Contractor shall ensure that all passes are returned to COR as employees are dismissed or terminated or when the contract expires. Not later than 5 calendar days after contract award, the contractor shall designate in writing a point of contact for coordinating all building passes and other security-related issues with the Government.

**H.1.3** The Contractor shall ensure that all employees possess a minimum of two (2) forms of identification issued by the State, Federal or Local Government as proof of identity when acquiring building passes. At a minimum, one (1) form of identification shall be social security card and one (1) shall verify identity. It identification cannot be expired and must show current name. The identification must be valid, (not faxed or uncertified copy), document issued by a local, state, or federal government.

**H.1.4** The Contractor will ensure that all employees display their pass above the waist while in the building. The Contracting Officer (CO) or other personnel designated by him/her shall periodically verify passes of Contractor employees with their personal identification.

**H.1.5** Lost building passes must be reported immediately to PFPA Pass Office personnel and to the CO.

## **H.2 Liability Insurance**

(a) In accordance with the contract clause entitled "Insurance—Work on a Government Installation", FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

- (1) Workmen's Compensation Insurance, or equivalent workmen's compensation coverage required by law, with minimum employer liability limit \$100,000.00 for accidental bodily injury or death, or for occupational disease.
- (2) Comprehensive General Liability with minimum limits of \$500,000.00 per occurrence for bodily injury or death.
- (3) Comprehensive Automobile Liability with minimum limits of \$200,000.00 per person and \$500,000.00 per accident or occurrence of bodily injury and \$20,000.00 per occurrence of property damage.

**\*Worker's Compensation and Employer's Liability:** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. The contractor and its insurer shall notify the Contracting Officer about any cancellation or change in policy no later than 30 calendar days before the effective date of the cancellation or policy change.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

## **H.3 Uniform Requirement**

The Contractor shall require all employees to wear distinctive uniform clothing for ready identification, and shall ensure that every employee is in uniform no later than the time specified by the Contracting Officer, or otherwise, no later than ten (10) working days from the date an employee first enters on duty. The uniform shall have the Contractor's name easily identifiable and attached in a permanent or semi-permanent manner, such as, a badge or monogram. Employees shall be required to dress neatly, commensurate with the tasks being performed. Except for the color(s) currently being used by the Government, any color or color combination, as appropriate, may be used for the uniforms.

#### H.4 Service Contract Act and Equal Employment Opportunity

Notice to Employees Working on Government Contracts. Contractors are required to post Equal Employment Opportunity (EEO) and Service Contract Act (SCA) posters at their worksite in a prominent and accessible place to their employees. A copy of the Department of Labor Wage Determination applicable to each contract year must be attached to the SCA poster. You may download these posters at the following website under "posters of special interest to federal contractors":

<http://www.dol.gov/osbp/sbrefa/poster/main.htm>

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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

- Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/vffar1.htm>
- Defense Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/VDFDFArA.HTM>

- 52.204-7 Central Contractor Registration (July 2006)
- 52.232-18 Availability Of Funds (Apr 1984)
- 52.228-5 Insurance—Work On A Government Installation (Jan 1997)
- 52.212-4 Contract Terms And Conditions – Commercial Items (Feb 2007)
- 52.217-8 Option to Extend Services (Nov 1999)  
10 days
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)  
(a) 25 days, 60 days (c) 5 years.

#### **I.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2007)**

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

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

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

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (4) [Reserved]
- \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.



- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- \_\_\_ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_\_\_ (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- X (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- X (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- X (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (24) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- \_\_\_ (25) (i) 52.225-3, Buy American Act—Free Trade Agreements – Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (36) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).

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

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

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

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

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

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

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

(e)

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

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)**

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

**X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).**

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) **X 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).**
- (3) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) \_\_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) \_\_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (OCT 2006) of 252.225-7036.

(13) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(15) \_\_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).

(18) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(21) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in

subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

### **SECTION J – ATTACHMENT**

#### **J.1 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**

Wage Determination No.: 2005-2103, Revision No.: 4 Wage Determinations, Date Of Revision: 07/05/2007, States: District of Columbia, Maryland, Virginia

#### **J.2 QUALITY ASSURANCE SURVEILLANCE PLAN**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERORS**

#### **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS(NOV 2006) ALTERNATE I (APR 2002)**

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:

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

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

*(Check one of the following):*

Number of Employees      Average Annual Gross Revenues

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

(2) Foreign End Products:

Line Item No.      Country of Origin

—                      —

—                      —

—                      —

[List as necessary]

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

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

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

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

## Canadian End Products:

Line Item No.

—
—
—

[List as necessary]

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

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

## Canadian or Israeli End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

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

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

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

## Other End Products:

Line Item No. Country of Origin

—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) o Outside the United States.

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

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

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

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

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

(End of provision)

*Alternate I (Apr 2002)*. As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

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

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

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

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

(End of provision)

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2005)**

**The Government intends to award a single Firm-Fixed Price Contract.**

**L.1 REQUIREMENT FOR SUBMISSION OF PROPOSAL AND CONTENT.** Offerors are required to submit their proposal in three (3) separate parts as follows:

#### **PART 1 FORMS, PRICING, AND CERTIFICATION & REPRESENTATION:**

- (1) Complete Standard Form 1449 Blocks 30a, 30b, and 30c;  
SECTION B - Addendum to SF-1449, Schedule of Supplies/Services, provide prices for all Subclins; Dunn & Bradstreet report that shows your company's financial data and credit rating information.
- (2) FAR Clause 52.212-3, Offerors Representation and Certifications – Commercial Items.

#### **PART 2 PAST PERFORMANCE INFORMATION: PAGE LIMIT - 5 (including all documents incorporated by reference)**

(1) Offerors are to submit with their proposal a listing of at least three (3) and not more than ten (5) **most recent** (as determined by the date of contract award) contracts or subcontracts, in which the offerors have performed the same or similar services in size, scope, and complexity as required by this solicitation. Contract listing shall include those entered into with preferably the Federal, then State or then Local Government or then commercial concerns. The contractor may submit statements of explanation for those contracts that may have been below acceptable performance. The listing as a minimum shall include: Contract Number, Applicable project or service involved, Contract type, Contract dollar amount, and the procuring activity or firm's completed name, physical address, current technical or contracts representative with name(s), fax & phone number(s) and e-mail(s)-not to exceed three names for each entity. Offerors are notified that the Government reserves the right to contact and utilize information provided by other Government and commercial sources not included in the proposal in order to evaluate the past performance of the offeror. The Government will send questionnaires to the contacts listed and other contacts if the Contracting Officer deems necessary.

(2) Offerors are responsible for ensuring all addresses, telephone/facsimile numbers and e-mail addresses are current. The Government will not be responsible for tracking incorrect references and phone numbers. Incorrect or outdated references and phone numbers may result in your technical proposal being rated as neutral, marginal or unsatisfactory thus receiving less consideration. The burden of providing thorough and meaningful performance information rests with the offerors. The Government may obtain and consider information about other contracts not mentioned in the Offeror's proposal, but which are believed to be similar to the proposed effort.

(3) Discuss the similarities between the listed references and this proposed contract, with the offeror demonstrating capabilities to perform comparable work of the magnitude and complexity, as stated in the Performance Work Statement. The discussion should include the types of facilities where services were/are performed, a description of the services provided and the level of service required in each contract.

**PART 3 TECHNICAL PROPOSAL: PAGE LIMIT – 15 (including all documents incorporated by reference)**

**(1) IPM Operating Plan**

The offeror must submit an overall plan of operation, and provide proactive and/or reactive technical approaches to be implemented in accomplishing the work as stipulated in Section C. The overall plan should demonstrate how the offeror proposal will meet the requirements of the Specifications.

- a) Discuss how the offeror proposal exceeds Specification requirements or enhances the delivery of services. Specifically discuss, but not limited to, how the offeror will assign its management and technical personnel to concurrently accomplish the Pentagon building's interior and exterior service requirements stated in C6.8 and C6.9
- b) Include an example of the intended report(s)

**(2) Company Structure and Personnel**

The offeror must provide its staffing and organizational structure, illustrating lines of management responsibility, delegation of authority, assignment of tasks, and availability of personnel. It must demonstrate the relevant experience and qualifications of all management and technical personnel (primary and backup) that will be directly assigned to work under this contract by submitting the following:

- a) Resumes depicting relevant education, training, experience, and responsibilities in similar projects, specific professional or technical accomplishments, and other applicable certificates and/or licenses.
- b) Copies of current pesticide applicator certificates for the appropriate jurisdictions.
- c) Resumes, certificates and other documents required by section 2 (a) and (b) above do not count against the page limit.

The offeror must discuss its methods of recruitment, retention, and training of personnel, and describe how its personnel strategy/approach will exceed the specified requirements.

*NOTE: If any Pest Control Applicator Certificates submitted are not current or if Certificates are not included with the proposal, the specific employee will be considered ineligible to work at the Pentagon.*

**(3) Safety**

The offeror must provide a detailed explanation of intended safety practices and procedures. Include plans for security of chemicals, personal protection, and the protection of human health and safety, and the environment

**L.2 PROPOSAL FORMAT AND CONTENT**

(1) Binding/Label/ copies: A total of an original and 1 copy shall be submitted of each proposal volume. A cover sheet shall be inserted in each binder, clearly marked as to the volume title, copy number, RFP identification, date of submittal, and the Offerors name. The cover sheet shall not count against any page limitation.

(2) Text: Text shall be at least one and one half spaced on 8 1/2 X 11 inch paper (except as specially noted herein), with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. No foldout pages shall be used. Pages submitted in excess of the page limitations stated throughout this document will not be evaluated. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing.

### **L.3 DATE, TIME & PLACE OF SUBMISSION**

**Proposals are due, Thursday, August 16, 2007 at 3:00 pm local time.** Proposals may be sent by mail to the attention of Mr. Henry Chung, Contracting Officer, WHS/A&PO, 1777 North Kent St. Rosslyn Plaza North, Suite 12063, Rosslyn, VA 22209. Delivery by FedEx, UPS or other courier services is acceptable.

Facsimile proposals or electronic submissions will not be accepted. Late submissions will not be accepted or considered. All submitted materials will become the property of the Government and will not be returned.

**L.4 Proposal must be prepared in accordance with these instructions,** providing all required information in the format specified. Failure of the proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

(1) The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's written proposal. The Government reserves the right to contact other government agencies and commercial sources to validate information submitted in a proposal and to assess capability, past performance and responsibility. The offeror is invited to submit additional information regarding their past performance relating to problems encountered in prior contracts and the actions taken by the offeror to resolve those problems. Financial condition and capability statements made by the offeror as well as supplemental data received as a result of audit or other assistance required during the evaluation of the offers will contribute to the determination of the offeror's capability.

(2) Proposals that are unrealistic in terms of technical response or price will be indicative of a failure to comprehend the complexity and risks of the proposed contract. Such proposals may be rejected as unacceptable without discussions. In addition, the Government reserves the right to eliminate from consideration those proposals so deficient in information as to require a major rewrite or revision in order to become acceptable.

### **L.5 PRE-PROPOSAL CONFERENCE AND SITE VISIT**

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

(1) A site visit will be announced in a formal amendment to the solicitation for this procurement at the Pentagon Reservation. A pre-proposal conference will be held after the site visit.

(2) Offerors are advised that if they have any questions regarding the solicitation, the questions must be directed to the Contracting Officer, Henry Chung in writing. (Email: Henry.Chung@whs.mil) Requests for general information or clarification may be submitted in writing at any time prior to ten (10) calendar days before the due date for submission of offers. Questions and answers will be provided to all Offerors in the form of an amendment to the solicitation. Terms and conditions of the solicitation and the specifications will remain unchanged unless they are amended in writing. UNDER NO CIRCUMSTANCES will any oral statements or agreements be binding upon the Government unless such statements or agreements are issued in a formal amendment to the solicitation. Any amendment issued will appear on <http://www.fedbizopps.gov>, available to all prospective offerors.

(3) Failure of a prospective offeror to either submit questions or attend the pre-proposal conference will not justify any failure of the contractor in performing the requirements of this contract. If an amendment is issued as a result of



the pre-proposal conference, normal procedures relating to the acknowledgment and receipt of any such amendment will apply.

Discussions - The Government does not intend to conduct discussions. The Government reserves the right, however, to conduct discussions if warranted.

## SECTION M - EVALUATION FACTORS FOR AWARD

### ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

**M.1** The Government will award a contract resulting from this solicitation to **one** responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

a. **Technical proposal:**

- (1) IPM Operating Plan
- (2) Company Structure and Personnel
- (3) Safety

b. **Past Performance:** The following sub-factors will be used to evaluate past performance.

- (1) Relevancy: Contracts of similar type, service, complexity, and dollar value.
- (2) Responsiveness: Promptness
- (3) Timeliness: Services performed timely
- (4) Resource Availability: Adequate personnel, training, equipment, and supplies
- (5) Consistency and Quality of Services

c. **Price:** Prices will be evaluated for reasonableness in accordance with FAR 15.404-1(b).

**M.2** Technical and Past Performance are equal. Technical and Past Performance combined are significantly more important than price. All the sub-factors are equally important in each evaluation factor.

**M.3** Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**M.4** Proposals must remain in effect for at least 45 calendar days after the proposal due date. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in this solicitation shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## ATTACHMENT J.1 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

WD 05-2103 (Rev.-4) was first posted on www.wdol.gov on 07/10/2007

\*\*\*\*\*  
\*\*\*\*\*REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210William W. Gross                      Division of  
Director                              Wage DeterminationsWage Determination No.: 2005-2103  
Revision No.: 4  
Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01

01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79

12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72

15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38

23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51

27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 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 4174)

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) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your



regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, 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.

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

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.

## **J.2 ATTACHMENT Quality Assurance Surveillance Plan (QASP)**

**The QASP is published separately and is not part of the contract. It is issued with the RFP for informational purposes only. The QASP procedures can be changed unilaterally by the Government at any time. What cannot be changed without formal contract modification by the contracting officer is the Performance-based Matrix that contains the outcomes and associated standards to be surveilled. This matrix is identical to the matrix in the contract. Any modifications made to the matrix in the contract must be reflected in this QASP.**

### **1.0 Introduction**

#### **1.1 This QASP:**

- 1.1.1 Identifies the services and products that will be surveilled.
- 1.1.2 Establishes the responsibilities for assuring quality performance.
- 1.1.3 Provides for feedback to the Contractor regarding quality, quantity, and timeliness of the service outputs.
- 1.1.4 Establishes timeframes for communicating performance improvements needed.

1.2 Since this is performance-based contract, the Government will validate in a timely manner the performance of the Contractor in meeting the services required. This QASP provides a systematic surveillance method for the services, and describes the methodology by which the Contractor's performance will be monitored.

1.3 The CPARS (Contractor Performance Assessment Reporting System) The Contractor's performance will be reported in the electronic data base, which ultimately will be consolidated under the Past Performance Information Retrieval System (PPIRS) for past performance evaluations for future contracts. The report will be generated yearly or more frequently if necessary to document outstanding or unsatisfactory performance. The contractor should understand that these reports will remain in a data base for three years and will be available to all government agencies for source selection purposes.

### **2.0 Method of Surveillance**

2.1 The Performance-based Matrix at Tab 1 lists the services to be monitored and the standards to be applied.

2.2 This QASP is based on the premise that the Government desires to maintain a quality standard for required services.

2.3 The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

2.4 In this contract, the Contractor's inspection system (quality control program) is the basis for ensuring service quality. The Contractor is required to deliver only services that conform to or exceed the requirements of this contract. The COR surveillance effort should focus primarily on the reliability and completeness of the Contractor inspection system. The COR should ensure that the Contractor's proposed inspection system provides an adequate window into the quality of the contractor task performance. See Performance-base Matrix for inspection system requirements.

**3.0 Surveillance:** The COR will evaluate the performance objectives through periodic inspections of the contractor's inspection system during each service month. The COR will also solicit customer input

to evaluate the Contractor's performance. The COR should record both outstanding and unacceptable performance. See Tab 3 for a sample of a COR Monthly Evaluation Report.

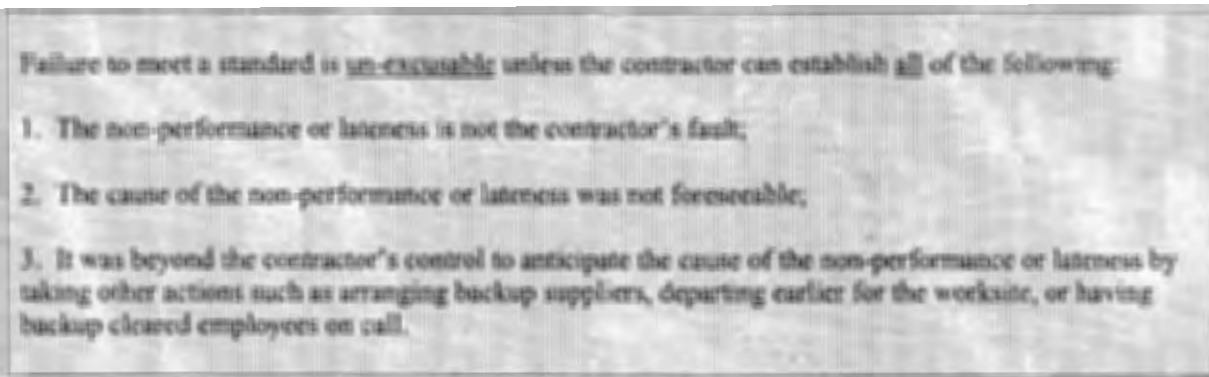
3.1 The Government reserves the right to periodically inspect all services and deliverables prior to acceptance regardless if it is shown on the Performance-based Matrix.

3.2 Monetary deductions are a remedy of last resort. If the contractor can redo or perform the work within the contract schedule they should be permitted to do so. This would then constitute acceptable work. If the work cannot be reperfomed within the contract schedule, then provide the CO with a recommended deduction. Deductions should be calculated in the following manner (See Tab 5 for sample Deduction Recommendation Worksheet):

- 3.2.1 Reduce the value of the contract price by the value of the work not performed. That is, recommend a deduction of the value of the labor required to have performed the task correctly.
- 3.2.2 Deduct the value of all your time spent handling the non-performance. Do not deduct the time it took to perform the original inspection. Do deduct the time spent plus travel for any re-inspection.
- 3.2.3 Deduct the value of the contractor's non-performance of their proposed quality control effort. Normally, this will be the amount of time their inspection system stated would be devoted to checking the performance of this requirement.

**4.0 Standards:** The contractor shall meet all standards in the Performance-based Matrix as well as all other deliverable dates and other contractual requirements.

For fixed price orders, the Government pays for results only. In this case, failure to meet a standard constitutes breach of contract. The Government is entitled to consideration from the Contractor for breach of contract for failure to meet contract requirements.



**5.0 Procedures:** The Government will inspect performance to ensure Contractor compliance and record results of inspection, noting the date and time of inspection.

5.1 Unacceptable performance and customer complaints shall be referred to the COR for investigation/validation. The COR will investigate/validate the unacceptable performance or customer complaint and notify the Contractor's Quality Control representative. The Contractor will be given a reasonable amount of time to correct the unacceptable performance and notify the COR that the deficiency has been corrected. If deficiencies are not corrected, the COR will notify the CO and recommend a course of action.

5.2 This is a FAR 12 contract; therefore the COR will rely on the Contractor's inspection system to ensure requirements are met. The COR will only inspect the degree to which the contractor met contract requirements and standards.

Tab 1 Performance Matrix

Performance-based Matrix	
Desired Outcome	Standard for Successful Performance
5.1 The Contractor shall provide establish and maintain safe, effective, and environmentally sound integrated pest management (IPM) program to prevent or control pests and disease vectors that may adversely impact readiness or military operations by affecting the health of personnel or damaging structures, materiel, or property.	100 percent of specific sites of actual or potential pest infestation identified.
	100 percent of existing populations suppressed with corrective solutions.
	100 percent of areas vulnerable to infestation managed.
	100 percent of required records accurately maintained and reports submitted.
	Effectiveness of the IPM actions systematically evaluated.
	Requests for service responded to in required timeframes.
	Appropriate level of toxicity applied.
	The Contractor is cooperative, committed to customer satisfaction, and has a business-like concern for the interest of the customer.
	100 percent compliance with DoD Instruction 4150.7 DoD Pest Management Program
	Effective system for receiving feedback from building occupants on operations and service requests

Tab 2 Nonconforming Deliverables (Fixed-Price)

NONCONFORMING PERFORMANCE		
MINOR NONCONFORMANCE		
<i>If</i>	<i>Then</i>	<i>Consideration</i>
Consideration would be less than the cost of modifying the contract (\$50)	Accept as is (once)	None
Consideration would be greater than the cost of modifying the contract (\$50)	Accept as is (once)	Consideration comparable to the value of the loss sustained by the Government and other damages
MAJOR NONCONFORMANCE		
<i>If</i>	<i>Then</i>	<i>Consideration</i>
The contractor agrees to correct the re-perform the service within the delivery schedule	Withhold acceptance until receipt of the corrected service	<ul style="list-style-type: none"> <li>• Cost to re-inspect or retest</li> <li>• Government labor cost to address breach</li> <li>• Other damages</li> </ul>
The contractor agrees to correct the deliverable (or re-perform the service) but needs an extension of the delivery date	Withhold acceptance until receipt of the corrected service	<ul style="list-style-type: none"> <li>• Cost to re-inspect or retest</li> <li>• Appropriate consideration for the delay</li> <li>• Other damages</li> </ul>
Acceptance: <ul style="list-style-type: none"> <li>• Would not affect safety or performance, and</li> <li>• Is justified on the</li> </ul>	Accept as is	<ul style="list-style-type: none"> <li>• Government labor cost to address breach</li> <li>• Lose in value of work not performed</li> </ul>

basis of economy or urgency		
The contractor refuses to perform or reperform service or provide appropriate consideration.	Either: <ul style="list-style-type: none"> <li>• Correct the service through other means (contract or in-house), or</li> <li>• Terminate for default and re-procure.</li> </ul>	Contractor to pay all costs for the correction or re-procurement.

**Tab 3 SAMPLE MONTHLY SURVEILLANCE LOG (MUST BE CONSISTENT WITH PERFORMANCE-BASED MATRIX)**

**ORDERING OFFICE:**

**CONTRACT NO:**

**COMPANY NAME:**

**EVALUATION PERIOD (MONTH/YEAR):**

PERFORMANCE OBJECTIVE	SOW PARA	PERFORMANCE THRESHOLD	METHOD OF SURVEILLANCE	FAILS *	MEETS *	EXCEEDS *

\*F = Fails to Meet Performance Threshold

M = Meets Performance Threshold

E = Exceeds Performance Threshold

**\*Please provide a detailed explanation of how the contractor failed or exceeded the Performance Threshold.**

\_\_\_\_\_  
COR

\_\_\_\_\_  
DATE

**Tab 4 CUSTOMER INPUT RECORD**

<b>CUSTOMER INPUT RECORD</b>			<b>DATE/TIME OF INPUT</b>
<b>SOURCE OF COMPLAINT</b>			
<b>ORGANIZATION</b>	<b>LOCATTION</b>	<b>INDIVIDUAL</b>	<b>PHONE NUMBER</b> Email address:
<b>NATURE OF COMPLAINT</b>			
<b>CONTRACT REFERENCE</b>			
<b>VALIDATION</b>			
<b>DATE/TIME CONTRACTOR INFORMED OF COMPLAINT</b>			
<b>ACTION TAKEN BY CONTRACTOR</b>			
<b>RECEIVED/VALIDATED BY</b>			

Tab 5 Sample Deduction Recommendation Worksheet

PWS Reference	Short title	Description of Breach	COR costs handling issue	Loss in work value	Other damages	Recommended withholding
C.6.2	Monitoring and Inspection	Inspections not thorough for the month. Numerous customer complaints that pests were not detected by contractor inspectors.	4 hrs X \$35/hour = \$140	Value of lost time spent performing inspections that failed to detect pests at Pentagon.  (2 inspectors) X \$20/hour X 8 hours = \$320	20 Govt employees X 2 hours (cumulative lost time when roach infestation caused area to be vacated) X \$35/hour (average salary) = \$1,400	
			\$140	\$320	\$1,400	\$1,860

Tab 6 Contract Deficiency Report

#### FAR Clauses that impact QASP

##### 46.407 Nonconforming supplies or services.

(a) The contracting officer should reject supplies or services not conforming in all respects to contract requirements (see 46.102). In those instances where deviation from this policy is found to be in the Government's interest, such supplies or services may be accepted only as authorized in this section.

(b) The contracting officer ordinarily must give the contractor an opportunity to correct or replace nonconforming supplies or services when this can be accomplished within the required delivery schedule. Unless the contract specifies otherwise (as may be the case in some cost-reimbursement contracts), correction or replacement must without additional cost to the Government. Paragraph (e)(2) of the clause at 52.246-2, Inspection of Supplies—Fixed-Price, reserves to the Government the right to charge the contractor the cost of Government reinspection and retests because of prior rejection.

(c)(1) In situations not covered by paragraph (b) of this section, the contracting officer ordinarily must reject supplies or services when the nonconformance is critical or major or the supplies or services are otherwise incomplete. However, there may be circumstances (e.g., reasons of economy or urgency) when the contracting officer determines acceptance or conditional acceptance of supplies or services is in the best interest of the Government. The contracting officer must make this determination based upon—



- (i) Advice of the technical activity that the item is safe to use and will perform its intended purpose;
  - (ii) Information regarding the nature and extent of the nonconformance or otherwise incomplete supplies or services;
  - (iii) A request from the contractor for acceptance of the nonconforming or otherwise incomplete supplies or services (if feasible);
  - (iv) A recommendation for acceptance, conditional acceptance, or rejection, with supporting rationale; and
  - (v) The contract adjustment considered appropriate, including any adjustment offered by the contractor.
- (2) The cognizant contract administration office, or other Government activity directly involved, must furnish this data to the contracting officer in writing, except that in urgent cases it may be furnished orally and later confirmed in writing. Before making a decision to accept, the contracting officer must obtain the concurrence of the activity responsible for the technical requirements of the contract and, where health factors are involved, of the responsible health official of the agency concerned.
- (d) If the nonconformance is minor, the cognizant contract administration office may make the determination to accept or reject, except where this authority is withheld by the contracting office of the contracting activity. To assist in making this determination, the contract administration office may establish a joint contractor-contract administrative office review group. Acceptance of supplies and services with critical or major nonconformances is outside the scope of the review group.
- (e) The contracting officer must discourage the repeated tender of nonconforming supplies or services, including those with only minor nonconformances, by appropriate action, such as rejection and documenting the contractor's performance record.
- (f) When supplies or services are accepted with critical or major nonconformances as authorized in paragraph (c) of this section, the contracting officer must modify the contract to provide for an equitable price reduction or other consideration. In the case of conditional acceptance, amounts withheld from payments generally should be at least sufficient to cover the estimated cost and related profit to correct deficiencies and complete unfinished work. The contracting officer must document in the contract file the basis for the amounts withheld. For services, the contracting officer can consider identifying the value of the individual work requirements or tasks (subdivisions) that may be subject to price or fee reduction. This

value may be used to determine an equitable adjustment for nonconforming services. However, when supplies or services involving minor nonconformances are accepted, the contract need not be modified unless it appears that the savings to the contractor in fabricating the nonconforming supplies or performing the nonconforming services will exceed the cost to the Government of processing the modification.

(g) Notices of rejection must include the reasons for rejection and be furnished promptly to the contractor. Promptness in giving this notice is essential because, if timely nature of rejection is not furnished, acceptance may in certain cases be implied as a matter of law. The notice must be in writing if—

- (1) The supplies or services have been rejected at a place other than the contractor's plant;
- (2) The contractor persists in offering nonconforming supplies or services for acceptance; or
- (3) Delivery or performance was late without excusable cause.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   36</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">24-Jul-2007</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209		CODE <div style="text-align: center;">HQ0034</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. HQ0034-07-R-1040			
				X 9B. DATED (SEE ITEM 11) 16-Jul-2007			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued: 1 to replace the solicitation posted on July 16, 2007 with the revised version in its entirety. 2 to announce the site visit instruction.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  24-Jul-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

**SITE VISIT INSTRUCTION**

A site visit is scheduled on July 31, 2007 @ 9:00 A.M. at the Pentagon.

Offerors planning to attend the site visit must follow the procedures listed below.

- (a) Maximum two individuals per company will be allowed to attend the site visit.
- (b) Offerors must pre-register to be permitted inside the building. Submit the following information no later than July 27, 2007 @ 2:00 P.M to Mr. Henry Chung by email: [henry.chung@whs.mil](mailto:henry.chung@whs.mil)  
Person(s) planning the site visit must submit the individual's name, title, email address, phone number, company name and address.
- (c) Person(s) attending the site visit are requested to arrive at the Metro Entrance to the Pentagon Building 15 minutes prior to the start of the site visit. Please bring two(2) picture IDs. The Contract Specialist or his/her representative will meet the prospective offerors. Person(s) attending the site visit will be escorted back to the Metro Entrance at the conclusion of the site visit.
- (d) Prospective offerors are advised that Pentagon Security requires all persons visiting the Pentagon to wear appropriate badges and visitors must remain with their escort at all times.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-07-R-1040	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HENRY CHUNG		b. TELEPHONE NUMBER (No Collect Calls) 703-696-3859		6. SOLICITATION ISSUE DATE 16-Jul-2007	
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209  TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561710 SIZE STANDARD: 6.5 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 TEL: 703-614-4638 FAX:		CODE HQ0015		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
				TEL:		EMAIL:	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 50

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

BASE YEAR

FFP

Period of Performance: 01 OCTOBER 2007 through 30 SEPTEMBER 2008

Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001AA

12

Months

MONTHLY PEST CONTROL SERVICES

FFP

PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION	100	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	MOSQUITO MONITORING FFP PENTAGON RESERVATION	5	Each		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	STARLING DETERRENCE FFP PENTAGON RESERVATION	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	MONTHLY PEST CONTROL SERVICES FFP FEDERAL OFFICE BUILDING #2; SERVICES ARE REQUIRED ONLY UNTIL MARCH 31, 2008	6	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	MONTHLY PEST CONTROL SERVICES FFP HYBLA VALLEY FEDERAL OFFICE BUILDING; SERVICES ARE REQUIRED ONLY UNTIL MARCH 31, 2008	6	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		6	Months		
	MONTHLY PEST CONTROL SERVICES				
	FFP				
	AIR FORCE MEMORIAL; SERVICES ARE REQUIRED ONLY UNTIL MARCH 31, 2008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		6	Months		
	MONTHLY PEST CONTROL SERVICES				
	FFP				
	US MILITARY COURT OF APPEALS; SERVICES ARE REQUIRED ONLY UNTIL MARCH 31, 2008				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
OPTION	OPTION YEAR 1				
	FFP				
	Period of Performance: 01 OCTOBER 2008 through 30 SEPTEMBER 2009				
	Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARYAND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		100	Hours		
OPTION	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	MOSQUITO MONITORING FFP PENTAGON RESERVATION	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	STARLING DETERRENCE FFP PENTAGON RESERVATION	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION YEAR 2 FFP Period of Performance: 01 OCTOBER 2009 through 30 SEPTEMBER 2010 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	MONTHLY PEST CONTROL SERVICES FFP PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION	100	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		5	Each		
OPTION	MOSQUITO MONITORING				
	FFP				
	PENTAGON RESERVATION				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		1	Each		
OPTION	STARLING DETERRENCE				
	FFP				
	PENTAGON RESERVATION				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
OPTION	OPTION YEAR 3				
	FFP				
	Period of Performance: 01 OCTOBER 2010 through 30 SEPTEMBER 2011				
	Provide all required labor, material, equipment, transportation and supervision				
	necessary to perform Integrated Pest Management(IPM) in accordance with the				
	Performance Work Statement				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARY AND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		100	Hours		
OPTION	PIGEON / BIRD GUANO CLEANUP FFP PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	MOSQUITO MONITORING FFP PENTAGON RESERVATION	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	STARLING DETERRENCE FFP PENTAGON RESERVATION	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION YEAR 4 FFP Period of Performance: 01 OCTOBER 2011 through 30 SEPTEMBER 2012 Provide all required labor, material, equipment, transportation and supervision necessary to perform Integrated Pest Management(IPM) in accordance with the Performance Work Statement				

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP PENTAGON BUILDING, REMOTE DELIVERY FACILITY, PENTAGON HEATING & REFRIGERATION PLANT, BUTLER BUILDING, PENTAGON RENOVATION SUPPORT COMPLEX, OLD CHILD CENTER, PENTAGON LIBRARYAND CONFERENCE CENTER. THIS IS AN AGGREGATE PRICE FOR THESE LOCATIONS.				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		12	Months		
OPTION	MONTHLY PEST CONTROL SERVICES FFP HOFFMAN I BUILDING				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		100	Hours		
OPTION	PIGEON / BIRD GUANO CLEANUP				
	FFP				
	PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		5	Each		
OPTION	MOSQUITO MONITORING				
	FFP				
	PENTAGON RESERVATION				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE		1	Each		
OPTION	STARLING DETERRENCE				
	FFP				
	PENTAGON RESERVATION				

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NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0003AC	Destination	Government	Destination	Government
0003AD	Destination	Government	Destination	Government
0003AE	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	Destination	Government	Destination	Government
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0002	POP 01-OCT-2008 TO 30-SEP-2009	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0002AE	N/A	N/A	N/A	N/A
0003	POP 01-OCT-2009 TO 30-SEP-2010	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015

0003AA N/A	N/A	N/A	N/A
0003AB N/A	N/A	N/A	N/A
0003AC N/A	N/A	N/A	N/A
0003AD N/A	N/A	N/A	N/A
0003AE N/A	N/A	N/A	N/A
0004 POP 01-OCT-2010 TO 30-SEP-2011	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0004AA N/A	N/A	N/A	N/A
0004AB N/A	N/A	N/A	N/A
0004AC N/A	N/A	N/A	N/A
0004AD N/A	N/A	N/A	N/A
0004AE N/A	N/A	N/A	N/A
0005 POP 01-OCT-2011 TO 30-SEP-2012	N/A	DFD/FFD/PBMO THOMAS BOARDMAN PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 703-614-4638 FOB: Destination	HQ0015
0005AA N/A	N/A	N/A	N/A
0005AB N/A	N/A	N/A	N/A
0005AC N/A	N/A	N/A	N/A
0005AD N/A	N/A	N/A	N/A
0005AE N/A	N/A	N/A	N/A

SECTION C-M

## **SECTION C - PERFORMANCE WORK STATEMENT**

### **C.1 General Information**

#### **C.1.1 Objectives**

The objective of this contract is to obtain an efficient and effective Integrated Pest Management (IPM) Program.

#### **C.1.2 Scope**

This contract requires integrated pest management services for all buildings and areas specified in Section F.1 and the Schedule. The required services are a major part of WHS's compliance with the Department of Defense (DoD) Instruction 4150.7 "DoD Pest Management Program."

This contract calls for the suppression all insect, arachnid, rodent (including vole and mole) populations, and any other pest not specifically excluded from this contract. Pest populations located on the exterior grounds within the property boundaries of the buildings are included. All concession spaces, construction sites, and renovation areas are also included under this contract.

Pests excluded from this contract are:

Wood destroying insects, with the exception of swarming reproductive termites.

Pests located on the exterior grounds that are associated specifically with ornamental and turf pest management, with the exception of rodents (including beavers) and other vertebrate wildlife.

IPM is the method of choice for DoD pest management and disease vector control. IPM is a sustainable approach to managing pests and controlling disease vectors by combining applicable pest management tools in a way that minimizes economic, health, and environmental risks. IPM uses regular or scheduled monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, genetic, regulatory chemical, and educational tactics to keep pest numbers low enough to prevent unacceptable damage or impacts. Treatments are not made according to a predetermined schedule; they are made only when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage. Treatments are chosen and timed to be most effective and least disruptive to natural controls of pests. Least hazardous, but effective, pesticides are used as a last resort. The costs for all treatments are included in the contract amount.

IPM in the Department of Defense is based on seven steps that are routine procedures for addressing each pest problem. These steps are:

Identification and assessment of pest or disease vector problems.

Development of a written management plan or strategy that emphasizes natural controls and non-chemical tactics to deal with pest and disease vector problems.

Establishment of an action threshold for each pest and disease vector problem to define when corrective action must be implemented.

Use of a monitoring procedure, such as inspection, trapping, or surveillance, for each pest and disease vector.

Application of corrective action when a threshold is reached for any pest or disease vector.

Use of a documentation system to catalogue monitoring information and to document management problems.

Verification and evaluation procedures to ensure that the IPM program is meeting stated risk reduction measures and that information exists to redesign the IPM plan where required.

The IPM services are generally accomplished through a proactive services performed as regular inspections and reactive services performed as a response to service requests. The Government does not desire unnecessary pesticide applications. In addition, cursory daily inspections do not meet the required standard of a successful IPM Program.

The scope includes the sealing of minor cracks, crevices, and holes that serve as known pest harborage, or permit pest ingress and egress. The Government will be responsible for any work related to the building components such as structural members, furnishings, etc., affected by termite and carpenter ant management, including the removal of damaged material, and any associated repairs.

The Contractor is expected to provide service to all buildings, trailers, and areas of each site. This contract requires IPM for both building interiors as well as exterior areas.

### C.1.3 Applicable Documents/Web sites

The below listed documents are applicable to this contract.

Documents	Title	Date
DoD Instruction 4150.7 DoD Pest Management Program	<a href="http://www.afpmb.org/coweb/policy_targets/DoD/DOD_I_4150.7_DoD_Pest_Mgt_22Apr96.pdf">http://www.afpmb.org/coweb/policy_targets/DoD/DOD I 4150.7 DoD Pest Mgt 22Apr96.pdf</a>	April 22, 1996
CHPPM West Nile Virus Surveillance Guide and protocol	<a href="http://chppm-www.apgea.army.mil/ento/westnile/Guidelines%20Document.doc">http://chppm-www.apgea.army.mil/ento/westnile/Guidelines%20Document.doc</a>	March 11, 1994
Federal Hazard Communication Program (29 CFR 1910.1200)	<a href="http://www.ilpi.com/msds/osha/1910_1200.html">http://www.ilpi.com/msds/osha/1910_1200.html</a>	May 07, 2003
Wide Area Workflow	<a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>	NA
Contractor Performance Assessment Report System (CPARS)	<a href="http://cpars.navy.mil/">http://cpars.navy.mil/</a>	NA

### C.2 Definitions

**After hours:** The hours of the day following the normal working hours of 7:00AM to 4:00PM.

**Government Core Duty Hours:** Monday through Friday, 7:00AM to 5:00PM (except federal holiday).

**Emergency Service:** Any pest issue that creates an immediate potential human health and safety threat as an emergency.

**Formal Planting:** Any single plant display or continuously mulched area defined by an edged border, hardscape, or planter(s).

**PBMO:** The Pentagon Building Management Office

**Periodic:** Work performed less frequently than every ten working days.

**Planter:** Any structure made to contain plants, with or without a natural bottom, and includes any planting in a court, on a roof, in deck areas or plazas, and any planting which is not on grade with its contiguous surroundings.

**Reportable Accident:** A reportable accident is defined as death, occupational disease, traumatic injury to employees or the public; property damage by accident in excess of \$100; and fires.

**Request for Service:** One or more correspondence(s) from the general public or the PBMO to the Contractor with a need for IPM service(s) on the Pentagon Reservation and/or its associated buildings or properties.

**Rodent Damage (Landscape plants):** Rat, vole, and/or mouse activity causing irreparable damage (as determined by the Pentagon Horticulturalist) to ornamental plant life including, but not restricted to digging, burrowing, tunneling in the soil and/or turf, or otherwise damaging plant root systems; chewing, gnawing, and/or girdling plant bark, stems and/or leaves.

**Valid Customer Complaint:** One or more correspondence(s) from the general public alerting building management or the Contractor of a contract requirement deficiency, or other concern such as behavioral, safety, or other performance issue addressed in this contract.

### **C.3 Government Furnished**

The Government will provide limited space in the building, furniture, and furnishings (to include a telephone and one computer for restricted use) for a Project Manager/Supervisor's office to be used for official business in the performance of this contract. The computer and telephones supplied by the Government are to be used only for work related activities and communications within or between the buildings. The Contractor or its employees shall not use the computer or telephones in any manner for personal advantage, business gain, or other personal endeavor. The Contractor shall arrange with the telephone company for the installation of private business telephone line(s) for its personal or business use, and pay all costs for the installation and maintenance of it.

The Contractor shall maintain Government provided space in a neat, clean, and orderly fashion, and return the space to the Government at the expiration of the contract in the same condition as at the beginning of its use. Any existing equipment placed by the Government within the space assigned to the Contractor may be used by the Contractor during the term of the contract provided written authorization is received in advance from the Contracting Officer Representative (COR). The Government will not be responsible for any damage or loss to the Contractor's stored supplies, materials, or equipment.

The Government will provide access to sink rooms (with utility sinks), where available, at various points throughout the building. The Government will provide hot and cold water as necessary for the Contractor to perform the requirements herein and limited to the normal water supply provided in the building. The Contractor shall not use these rooms for storing equipment. The Contractor shall keep sink room doors closed, locked, and the light(s) and water turned off when not in use.

The Government will provide mosquito trapping equipment. The Government furnished mosquito trapping equipment is limited to providing the services required in this contract. The Contractor shall not use the equipment in any manner for personal advantage, business gain, or other personal endeavor. Any additional mosquito trapping equipment necessary to perform the contract work must be furnished by the contractor. The Contractor shall be responsible for the maintenance of the equipment.

### **C.4 Contractor Furnished**

Unless otherwise specified, the Contractor shall furnish all supplies, materials, tools, mosquito identification equipment, and other equipment necessary for the performance of work under this contract. The Contractor shall only use supplies and materials that conform to the principles of IPM and, including the use of bio-based products. All supplies, materials, and equipment to be used in the work described herein are subject to the approval of the COR.

### **C.5 Requirements**

The Contractor shall meet the desired outcome listed in the table below and perform to the standards indicated.



Performance-based Matrix	
Desired Outcome	Standard for Successful Performance
The Contractor shall provide establish and maintain safe, effective, and environmentally sound integrated pest management (IPM) program to prevent or control pests and disease vectors that may adversely impact readiness or military operations by affecting the health of personnel or damaging structures, materiel, or property.	98 percent of specific sites of actual or potential pest infestation identified.
	100 percent of existing populations suppressed with corrective solutions.
	100 percent of areas vulnerable to infestation managed.
	100 percent of required records accurately maintained and reports submitted.
	Effectiveness of the IPM actions systematically evaluated.
	Requests for service responded to in required timeframes 95 percent of the time.
	Appropriate level of toxicity applied.
	The Contractor is cooperative, committed to customer satisfaction, and has a business-like concern for the interest of the customer.
	100 percent compliance with DoD Instruction 4150.7 DoD Pest Management Program
	Effective system for receiving feedback from building occupants on operations and service requests

**C.5.1 Contractor Staff Entomologist:** This person shall have primary responsibility for the management of this contract. He/she shall be a Board Certified Entomologist and be certified in the appropriate jurisdiction as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural, and Health Related Pest Management. He/She shall be readily available for routine and emergency surveys and consultation.

#### C.6 Specific Tasks Required

**C.6.1 Initial Inspection:** The Contractor's Staff Entomologist shall complete a thorough initial inspection of the premises to evaluate and inventory its pest management needs not later than 30 calendar days after contract award. The Contractor shall brief the Contracting Officer's Representative (COR) and respective Building Managers on all findings. The Contractor shall continue to respond to routine service requests while performing this inspection.

**C.6.2 Monitoring and Inspection:** A critical aspect of the pest management plan shall be implementation of a continuous monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels, and to identify procedural and structural deficiencies that contribute to pest infestations. The Contractor shall report findings and make detailed, site specific recommendations in writing for corrective action to the COR. The Contractor shall give special attention to the Government sanitation, waste management, and repair/alteration activities. Recommendations to the Government that can aid in the overall pest suppression effort may involve improvement in cleaning or storage practices, installation or repair of screens and barriers, application of caulk and other sealants, patching of structural gaps, repairing leaks, and draining or filling exterior sites.

**C.6.3 Coordination Requirements:** The Contractor shall provide services in accordance with a contractor prepared, Government approved detailed pest management plan and inspection and service schedule developed for each building. Contractor shall perform services that do not adversely affect tenant health or productivity during the core duty hours of operation in the various buildings. Contractor shall coordinate access to building space, including restricted areas, and the scheduling of service with the COR and the respective Building Manager. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the contractor shall notify the COR and the respective Building Manager at least two (2) work days in advance. If a particular treatment requires an area to be vacated, the Contractor's shall notify the COR and the respective Building Manager at least two (2) work days in advance of the treatment, provide and post all necessary signage, ensure the security of the area being treated, and remove signage when the area is safe for entry.

**C.6.4 Trapping Devices:** The Contractor shall: C.6.4.1 - C.6.4.7 as follows:

1. Check all trapping devices (including glue boards) used in rodent management on a daily basis.

2. Dispose of rodents killed (including dead carcasses on the exterior grounds) or trapped within twenty-four (24) hours.
3. Place traps out of general view and where routine cleaning procedures are not affected.
4. Map the location of all bait boxes and submit copies to the COR.
5. Service and maintain all bait boxes on a scheduled basis and in accordance with Environmental Protection Agency (EPA) regulations, assuring the safety of non-target species.
6. Assure 100 percent compliance with all Federal, State, and Local laws, regulations, and/or special ordinances regarding nuisance wildlife management.
7. Check all live traps for nuisance wildlife such as squirrels, raccoons, woodchucks, skunks, feral cats, fox, and opossums on a daily basis.

**C.6.5 Bird Management:** Once birds are declared a nuisance by the COR, the Contractor shall be directed to implement a pest management program. The Contractor shall ensure that:

**C.6.5.1 - C.6.5.10 as follows:**

1. All of the necessary precautions are taken to protect non-target species and wildlife.
2. Surfaces conduits pipes wires areas not covered by janitorial contract or grounds maintenance are free and clean of bird excrement.
3. Government approved bird landing deterrent is applied to surface(s)
4. When requested by the CO, accumulated amounts of bird guano are cleaned from building surfaces and a suitable bird deterrent or repellent applied.
5. Cleaning performed with minimal disruption to the building occupants.
6. High-pressure washers producing pressures in excess of 1500 psi are not permitted.
7. Contractor shall ensure downed birds are recovered promptly and disposed of as the label directs.
8. The Government accepted system of using a thermal fogger and an irritant for deterring Starlings is implemented unless another method is approved by the COR. This deterrence system is usually required once a year and takes approximately one week to complete.
9. Contractor shall continuously monitor nuisance bird populations and ensure birds do not loaf, roost, or nest on the Pentagon Reservation.
10. The COR is given advanced notice of all bird management activities.

**C.6.6 Mosquito Monitoring:** The Contractor shall implement a mosquito-monitoring program for the Pentagon Reservation. The Contractor shall sample mosquitoes of all life stages from the environmental population using trapping equipment and protocol prescribed in

<http://usachppm.apgea.army.mil/ento/westnile/Main/West%20Nile%20Virus%20Surveillance%20Guide.doc>.

**C.6.6.1** The Contractor shall use available methods (tip and toss, larvicide, etc.) to manage immature mosquito population(s). The Government will make available existing trapping equipment, but the Contractor shall be responsible for furnishing its own identification equipment and additional trapping equipment not furnished by the Government.

**C.6.6.2** Contractor shall ensure that:

1. Monitoring frequency shall occur no less than once every week for as long as mosquitoes are active.
2. All trapped specimens shall be identified, pooled, and relinquished to the COR for submission to CHPPM-North for viral testing.
3. The COR alerted when active mosquito breeding sites are identified and supply maps of trapping locations and identified mosquito breeding sites.

**C.6.7 Requests for Service:** The Pentagon Building Management Office (PBMO) and the Building Operations Command Center (BOCC) regularly receive service requests from building occupants. The Contractor shall regularly check the PBMO service log book to identify requests for service. The Contractor shall comply with the response timetable below. The Contractor shall make rodent service requests priority, and shall follow up on all rodent traps on a daily basis. The Contractor shall submit written documentation of service, follow-up, and response time to the COR within 24 hours of service completion.

Service Request Response Timetable	
Type of Request	Response Time (arrival at site)
Routine (during core duty hours)	Within 6 business hours
Pentagon Emergency (during core duty hours)	Within 15 minutes
FOB2 Emergency (during core duty hours)	Within 45 minutes
Emergency for all sites except RRMC (during non-core duty hours)	Within 90 minutes
RRMC Emergency (at any time)	Within 120 minutes

The Contractor is advised to perform the Pentagon buildings' interior and exterior IPM assignments as distinctly independent, yet concurrent activities. Past experience shows that the contractor's understaffing the site resulted in constant failure to provide the level of service required in the contract.

**C.6.8 Interior Pest Populations:** The Contractor shall manage interior pest populations. The contractor shall ensure that:

1. All products are applied according to the manufacturer's label.
2. All trapping devices are labeled and dated at installation and each service.
3. No airborne pesticides are applied.
4. No rodent poisons are applied.

**C.6.9 Exterior grounds:** The Contractor shall manage the exterior grounds pest issues. The Contractor shall ensure that:

1. Urban insect pests are managed.
2. All mammalian populations and/or individuals are managed.
3. All products are applied/used according to the manufacturer's label.
4. Rodenticides are not accessible to children, domestic animals, or non-target wildlife.
5. All trapping devices and bait boxes are labeled and dated at installation and each servicing.
6. All trapping devices and bait boxes are accounted for at all times.
7. All trapping devices and bait boxes are removed from the premises when not in use.
8. All live trapping is conducted humanely and professionally.
9. All Federal, State, and Local laws, regulations, or special ordinances regarding nuisance wildlife management are obeyed.
10. All live traps are checked daily.
11. Trapped animals are safely transferred to the Animal Welfare League of Arlington.
12. 99% of any one ornamental plant species in any one formal planting is not dead/damaged from any rodent activity in any given month.
13. There is no plant loss due to rodent activity.

**C.6.10 Records and Reports:**

The Contractor maintain complete and accurate records for each building and area that include, but are not limited to:

- 1 Monitoring data indicating pest population levels (graphs and/or charts utilized to reflect monthly and seasonal variation)
- 2 Locations of pest infestations, numbers of pests trapped or killed, new rodent burrows observed, etc.
- 3 Inspection data indicating findings and recommendations concerning other program areas involved in the IPM process;
- 4 Pesticide application data including the name of the product used or applied, amount applied, method of application, location(s) of treated area(s), Material Safety Data Sheets (MSDS), etc.
- 5 Location and service of all bait stations and trapping devices on the premises.
- 6 The Contractor shall incorporate the use of an infrared barcode scanning system for data collection. Data collected with this technology includes, but is not limited to, all scheduled insect monitoring devices and all

rodent bait boxes. All data collected using this technology shall be provided to the Government both electronically and as a hard copy at a frequency of no less than once per month.

The Contractor shall provide the following reports:

- 7 **Service Report:** Documentation of service, follow-up, and response time to the COR within 24 hours of service completion.
- 8 **Daily Report:** Contractor shall deliver the report by 8 AM to COR. The Contractor shall ensure the report contains the following:
  - Listing of plans for the day
  - Results of previous day efforts
  - Status of on-going efforts
  - Copies of records of pesticide applications
- 8 **Monthly Report:** The Contractor shall electronically submit a monthly report by the fifteenth (15th) calendar day of the following month detailing the performance of the Contractor. The Contractor shall include, but is not limited to the following information:
  - A general performance overview of the month;
  - Updates/progress reports of any pertinent schedules;
  - An accurate amount of each product used/applied;
  - An accurate number of rodent kills;
  - A calendar of events, plans, meetings, and/or special situations for the next 60 days
  - Any special activities accomplished;
  - Frequency of office complaints per month (categorized by pest species, such as cockroaches, ants, mice, rats, fruit flies, etc.). Baseline data will be obtained from an analysis of 2006 complaint logbooks;
  - Multiple customer "callbacks" due to large, recurring pest populations. The instance of relatively large, recurring pest populations is quantifiable based on an atypical number of calls to one or more locations within the building, or during specific times of the year.
  - Frequency of complaints in major food-handling areas (e.g., cafeterias, kitchen and food preparation areas, fast food restaurants, etc.). Complaints shall be categorized by specific pest species and baseline data will be obtained from an analysis of 2006 complaint logbooks. Glue-board monitoring/trapping data (for both insects and rodents) identifying pest population trends and identify "hot spots" requiring focused treatment efforts.

**C.6.11 Safety:** The Contractor shall conduct itself in a safe and controlled manner and comply with the following requirements:

- 1 Employees, occupants, and visitors are protected from injury.
- 2 All applicable OSHA safety standards/requirements are met and followed.
- 3 All accidents are reported, OSHA supplemental form 101 submitted, and full cooperation given to the COR.
- 4 All personnel use the proper Personal Protective Equipment (PPE) for the task at hand. All PPE meets NIOSH, MSHA, and ANSI requirements.
- 5 All PPE is maintained and clean.
- 6 Emergency assistance numbers and instructions are conspicuously posted.
- 7 An effective and active safety, first aid, hazardous material handling, and blood-borne pathogen training schedule is performed.
- 8 Contractor employees are familiar with all building fire alarm systems.
- 9 All oil or hazardous substance spills are immediately reported to the COR and/or the Building Manager.
- 10 Safety meeting reports provided to the COR that including, but not limited to content, attendance, instructor/meeting leader, location, and length of training.

**C.6.12 Pesticides/Products:** The Contractor shall be responsible for the safe use of pesticides and ensure the following:

- 1 Copies of current Commercial Pesticide Applicator certificates for each employee proposed to provide service provided to COR.
- 2 100 percent of all products used are registered with the EPA.

- 3 Transportation, handling, and use all pesticides are in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and Local laws and regulations.
- 4 Prior to use, a list of pesticides and all Material Safety Data Sheets (MSDS) and labels as required by the Federal Hazard Communication Program (29 CFR 1910.1200) shall be submitted to the COR.

Pesticide use is minimized and complies with the following:

- 5 A specific pest is present and identified before a pesticide product is applied in any specific area.
- 6 A product is applied according to need and not by schedule.
- 7 Preventive applications are forbidden except with prior approval of the COR and only used where inspections indicate a potential insect or rodent infestation.
- 8 No airborne sprays (fogging, misting, ULV, etc.) used unless approved by the COR. If approved, airborne applications are restricted to crack and crevice applications and relocation of starlings.
- 9 No fumigant products are released in any DoD space.
- 10 Rodenticide or tracking powders for rodent control not used inside DoD facilities.
- 11 Employees, occupants, and visitors are protected from injury.
- 12 A minimum 48-hour advance notice of all pesticide use and location is provided to the COR

**C.6.13 Personal Protection Equipment:** The Contractor shall conform to Occupational Safety & Health Administration's (OSHA) standards for protective clothing, equipment, and devices for the products being used.

**C.6.14 Emergency Awareness:** The Contractor shall train personnel appropriate procedures in the event of an emergency.

**C.6.15 Training:** The Contractor shall provide all personnel with all applicable training required by OSHA, including: First Aid, Safety, and Blood-borne Pathogen training. The Contractor shall train and instruct all personnel in safe and approved methods for use, handling, and storage of hazardous materials according to the Hazard Communication Standard (29 CFR 1910.1200) and meet the requirements for First Responder Awareness training (29 CFR 1910.120 (q)). The Contractor shall provide to the COR proof of successful completed training for all personnel as required by law and regulation

#### **C.6.16 Required Plans**

**C.6.16.1 Management and Operating Plan (MOP):** The Contractor shall submit a MOP to the CO for approval within 30 days of contract award. The Contractor shall make such revisions to the MOP as are deemed necessary by the CO. The MOP will be reviewed and updated annually, or as required by the Contracting Officer. The Contractor shall include in the MOP the following other plans:

**C.6.16.2 IPM Plan** The Contractor shall submit the following detailed plans:

- 1 A plan detailing proactive and reactive strategies for interior, exterior, and miscellaneous IPM requirements on DoD property
- 2 A detailed exterior rodent control plan for the Pentagon and the FB2 group
- 3 A mosquito monitoring plan in accordance with CHPPM-North protocol for the Pentagon and the FB2 group.

**C.6.16.3 Staffing Plan:** The Contractor shall submit a staffing plan that identifies in detail the personnel, and the roles and responsibilities of the staff and backup coverage.

**C.6.16.4 Safety Plan:** The Contractor shall submit a Safety Plan designed to ensure a safe environment for Contractor personnel, building occupants, and visitors. The submitted Safety Plan will be reviewed for compliance with OSHA and contract requirements. The Contractor shall include:

- 1 A comprehensive training schedule, both initial and continuing.
- 2 An outline of each work phase, the hazards associated with each phase, and the methods proposed to ensure property protection, and public, building occupant, and Contractor employee safety.
- 3 First-aid procedures.

- 4 A schedule of safety meetings.
- 5 An emergency situation plan for events such as floods, fires, explosions, power outages, spills, and wind storms.
- 6 Consideration existing government emergency plans, the nature of activities, site conditions, and degree of exposure of persons and property.

#### **C.6.16.5 Environmental Stewardship Plan (ESP).**

The Contractor shall submit an ESP detailing:

- 1 Its commitment to environmental management, employee health and safety, and the use of environmentally preferable products.
- 2 A comprehensive list of materials, their associated label and MSDS, and the intended purpose of each material to be used on this contract. Once this list is approved by the CO, the Contractor shall only use materials from this list in the building. Any alternative material must be approved in writing by the CO.
- 3 A plan of how it will keep abreast of the development and increasing availability of EPP and how EPP products will be incorporated into contract performance.
- 4 A plan to minimize the on-site generation of non-recyclable waste generated during contract performance. The Contractor shall use the recycling plan developed by the government as a guide in defining their program.

**C.6.16.6 Communication Policies:** The Contractor shall define and submit strategies for self-help guidance to building occupants.

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E.1 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

**E.1.1 Contracting Officer:** The Contracting Officer has the overall responsibility for the administration of this contract. He or she alone is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, details or delivery schedules. The Contracting Officer may delegate certain technical responsibilities to a technical representative.

**E.1.2 Contracting Officer's Representative (COR),** will be designated by letter to administer technical aspects of this contract, limited to technical review and approval of work.

Wherever the terms "Authorized Representative of the Contracting Officer", "Inspecting Officer", or "Commanding Officer" appear in the Contract or referenced documents, it shall be taken as reference to the COR.

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

### **SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 Place of Performance:** Pentagon reservation and other premises that will be serviced under this contract are as follows:

LOCATION	2007 Estimate SQUARE FOOTAGE
Pentagon Building	6,636,630
Remote Delivery Facility (RDF)	250,000
Butler Building	22,621
Pentagon Library and Conference Center (PLC2)	116,140
Old Childcare Center	48,005
Pentagon Heating and Refrigeration Plant	104,140
Pentagon Renovation Support Complex	
• ... Pentagon Renovation and Planning Office	18,000
• ... SAM MOC Building	11,000
• ... Pentagon Grounds Management Facilities	10,000
• ... PENREN Support Trailers	10,000
• ... PFFA Security Building	1,000
Federal Office Building Number 2 Management Group	
• ... Federal Office Building Number 2	1,000,000
• ... Hybla Valley Federal Building (DSWA)	116,901



• ... United States Court of Appeals for the Armed Forces	48,570
Leased Facility: Hoffman I Building	312,976

**F.2 Contract Performance Period:** The specific performance periods for the Base Period and Option Periods, if exercised, are as follows:

Base Period: 01 October 2007 thru 30 September 2008  
Option Year I: 01 October 2008 thru 30 September 2009  
Option Year II: 01 October 2009 thru 30 September 2010  
Option Year III: 01 October 2010 thru 30 September 2011  
Option Year IV: 01 October 2011 thru 30 September 2012

**F.3 Option Years:** Option years may be exercised at the Government's discretion as specified in F.4 below. The Government may unilaterally exercise any or all-annual option periods for 5 years from date of award.

**F.4 Exercise of Option(s):** EXERCISE OF OPTION (S): The Government may unilaterally exercise its option(s) to extend the period of performance under this contract under Federal Acquisition Regulations (FAR) 52.217-9, Option to Extend Term of Contract. The contractor will be advised of the government's intention to exercise an option no later than 60 calendar days before the start of the option period. This notice does not commit the Government to the extension or to exercise the option. The option modification will be issued not later than 25 calendar days before the start of the new option period. The Government may unilaterally exercise its option(s) for continuing performance and to extend the contract term for any service under Federal Acquisition Regulations (FAR) 52.217-8, Option to Extend Services. The contractor will be advised of the government's intention to extend the term of the contract within 10 calendar days before the expiration of the contract term. The option modification extending the contract term under FAR 52.217-8 will be issued before the start of the new option period. Exercise of any option(s) may be subject to the Availability of Funds clause, Federal Acquisition Regulations (FAR) 52.232-18.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.



The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

"Issue by DoDAAC" field enter HQ0034

"Admin DoDAAC" field enter HQ0034

"Payment DoDAAC" field enter HQ0338

"Service Acceptor/Extension" or "Ship to/ Extension" field enter HQ0015

"Inspect By DoDAAC/ EXT" fields - Leave blank

"LPO DoDAAC/ EXT" fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information. The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- ☐ Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. - 0001).
- ☐ ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

- ☐ Unit Price
- ☐ Unit of Measure

Shipment numbers must be formatted as follows:

Three (3) alpha characters followed by four (4) numeric characters.

For Services, enter 'SER' followed by the last 4 digits of the invoice number.

For Construction, enter 'CON' followed by the last 4 digits of the invoice number.

For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address [Henry.Chung@whs.mil](mailto:Henry.Chung@whs.mil) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

**G.2 Client Manager:** Contractor shall provide to the Contracting Officer's Representative (COR) points of contact, telephone numbers, and e-mail addresses for resolution of billing problems and general complaints.

**G.3 Invoice Review:** All invoices will be reviewed by the Contracting Officers Representative and then forwarded to the paying office. Invoice certification will be based on the Government's inspection of the work and the Contracting Officers Representative review. Under Federal Acquisition Regulations (FAR) clause 52.212-4 "Contract Terms and Conditions-Commercial Items" paragraph (a) "Inspection/Acceptance" of this contract, the Government may require re-performance of non-conforming services at no increase in price. Contract payments also may be reduced if the contractor's performance is unsatisfactory. The invoice will be paid with the deductions applied. The Contracting Officer will inform the Contractor, in writing, of the type and dollar amount of any deductions.

**G.4 Appealing Deductions:** The contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all deductions are not justified. Rational must be solidly based, providing specific facts that justify reconsideration of the proposed deductions. Failure to respond, within the 10-day period, will be interpreted as Contractor acceptance of the deductions. If the Contracting Officer agrees with the Contractor, a new separate invoice covering the disputed amount shall be submitted to the Contracting Officer for certification and forwarding to the paying office. Then, the invoice shall be dated the date of the resubmission.

**G.5 Central Contractor Registration (CCR) and DUNS numbers** are required by law to pay the contractor. The responsibility is on the contractor to register properly with Central Contractor Registration (CCR) at [www.CCR.gov](http://www.CCR.gov) and to obtain DUNS number at [www.dnb.com/us/](http://www.dnb.com/us/). Changes in either shall be promptly reported to the Contracting officer's and Contracting officer's Representative. The risk of delaying payment resulting from changes is the contractor's responsibility and interest is not applicable.

**G.6 Address of Principal Contracting Officer and Destination of Correspondence:**

Washington Headquarters Services  
Acquisition & Procurement Office  
1777 North Kent St.  
Rosslyn Plaza North, Suite 12063  
Rosslyn, VA 22209

*NOTE: Include contract number on all correspondence.*

**G.7 Contracting Officer's Representative (COR):** A Contracting Officer's Representative will be appointed by the Contracting Officer *with limited authority* to handle technical performance related issues (see par.E.1.2).:

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 Identification/Building Pass Security Requirements**

**H.1.2** The Contractor shall submit all Pentagon building pass requests a minimum of 5 business days prior to reporting for work. All requests shall be submitted to the Contracting Officer's Representative (COR) designated for each task order. The Contractor shall ensure that all passes are returned to COR as employees are dismissed or terminated or

when the contract expires. Not later than 5 calendar days after contract award, the contractor shall designate in writing a point of contact for coordinating all building passes and other security-related issues with the Government.

**H.1.3** The Contractor shall ensure that all employees possess a minimum of two (2) forms of identification issued by the State, Federal or Local Government as proof of identity when acquiring building passes. At a minimum, one (1) form of identification shall be social security card and one (1) shall verify identity. It identification cannot be expired and must show current name. The identification must be valid, (not faxed or uncertified copy), document issued by a local, state, or federal government.

**H.1.4** The Contractor will ensure that all employees display their pass above the waist while in the building. The Contracting Officer (CO) or other personnel designated by him/her shall periodically verify passes of Contractor employees with their personal identification.

**H.1.5** Lost building passes must be reported immediately to PFFA Pass Office personnel and to the CO.

## **H.2 Liability Insurance**

(a) In accordance with the contract clause entitled "Insurance—Work on a Government Installation", FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

- (1) Workmen's Compensation Insurance, or equivalent workmen's compensation coverage required by law, with minimum employer liability limit \$100,000.00 for accidental bodily injury or death, or for occupational disease.
- (2) Comprehensive General Liability with minimum limits of \$500,000.00 per occurrence for bodily injury or death.
- (3) Comprehensive Automobile Liability with minimum limits of \$200,000.00 per person and \$500,000.00 per accident or occurrence of bodily injury and \$20,000.00 per occurrence of property damage.

\*Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. The contractor and its insurer shall notify the Contracting Officer about any cancellation or change in policy no later than 30 calendar days before the effective date of the cancellation or policy change.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

## **H.3 Uniform Requirement**

The Contractor shall require all employees to wear distinctive uniform clothing for ready identification, and shall ensure that every employee is in uniform no later than the time specified by the Contracting Officer, or otherwise, no later than ten (10) working days from the date an employee first enters on duty. The uniform shall have the Contractor's name easily identifiable and attached in a permanent or semi-permanent manner, such as, a badge or monogram.

Employees shall be required to dress neatly, commensurate with the tasks being performed. Except for the color(s) currently being used by the Government, any color or color combination, as appropriate, may be used for the uniforms.

#### **H.4 Service Contract Act and Equal Employment Opportunity**

Notice to Employees Working on Government Contracts. Contractors are required to post Equal Employment Opportunity (EEO) and Service Contract Act (SCA) posters at their worksite in a prominent and accessible place to their employees. A copy of the Department of Labor Wage Determination applicable to each contract year must be attached to the SCA poster. You may download these posters at the following website under "posters of special interest to federal contractors":

<http://www.dol.gov/osbp/sbrefa/poster/main.htm>

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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

- Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/vffar1.htm>
- Defense Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/VDFDFAra.HTM>

- 52.204-7 Central Contractor Registration (July 2006)
- 52.232-18 Availability Of Funds (Apr 1984)
- 52.228-5 Insurance—Work On A Government Installation (Jan 1997)
- 52.212-4 Contract Terms And Conditions – Commercial Items (Feb 2007)
- 52.217-8 Option to Extend Services (Nov 1999)  
10 days
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)  
(a) 25 days, 60 days (c) 5 years.

#### **I.2 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2007)**

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

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

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

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

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

\_\_\_ (4) [Reserved]

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

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

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

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

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

X (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

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

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

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

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

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (15) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_\_\_ (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (18) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

X (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (23) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (24) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

\_\_\_ (25) (i) 52.225-3, Buy American Act--Free Trade Agreements -- Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

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

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

\_\_\_ (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (27) **52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

\_\_\_ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) **52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).**

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (36) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

X (1) **52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).**

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

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

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

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

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

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

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

(e)

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

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

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

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

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

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

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

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

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

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.**

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2007)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X   **52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).**

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)        252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2)   X   **252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).**

(3)        252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4)        252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5)        252.225-7012,  
Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

- (6) \_\_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) X 252.232-7003, Electronic Submission of Payment Requests (MAR 2007) (10 U.S.C. 2227).**
- (18) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.



(21) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### **SECTION J – ATTACHMENT**

##### **J.1 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**

Wage Determination No.: 2005-2103, Revision No.: 4 Wage Determinations, Date Of Revision: 07/05/2007, States: District of Columbia, Maryland, Virginia

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF BIDDERS/OFFERORS**

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (NOV 2006)  
ALTERNATE I (APR 2002)**

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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

(5) *Common parent*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees      Average Annual Gross Revenues

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting

to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—

_____	_____
-	-
_____	_____
-	-

[List as necessary]

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

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

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

Other End Products:

Line Item No.      Country of Origin

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

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

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are



included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

(End of provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
  - ☐ Hispanic American.
  - ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
  - ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
  - ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
  - ☐ Individual/concern, other than one of the preceding.
- (End of provision)

**52.219-19 – Small Business Concern Representation for the Small Business Competitiveness Demonstration Program. (Oct 2000)**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror \* is, \* is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

- ☐ 50 or fewer ☐ \$1 million or less
- ☐ 51 -- 100 ☐ \$1,000,001 -- \$2 million
- ☐ 101 -- 250 ☐ \$2,000,001 -- \$3.5 million
- ☐ 251 -- 500 ☐ \$3,500,001 -- \$5 million
- ☐ 501 -- 750 ☐ \$5,000,001 -- \$10 million
- ☐ 751 -- 1,000 ☐ \$10,000,001 -- \$17 million
- ☐ Over 1,000 ☐ Over \$17 million

(End of Provision)

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2005)**

**The Government intends to award a single Firm-Fixed Price Contract.**

**L.1 REQUIREMENT FOR SUBMISSION OF PROPOSAL AND CONTENT.** Offerors are required to submit their proposal in three (3) separate parts as follows:

**PART 1 FORMS, PRICING, AND CERTIFICATION & REPRESENTATION:**

- (1) Complete Standard Form 1449 Blocks 30a, 30b, and 30c;  
SECTION B - Addendum to SF-1449, Schedule of Supplies/Services, provide prices for all Subclins; Dunn & Bradstreet report that shows your company's financial data and credit rating information.
- (2) FAR Clause 52.212-3, Offerors Representation and Certifications – Commercial Items, 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

**PART 2 PAST PERFORMANCE INFORMATION: PAGE LIMIT - 5 (including all documents incorporated by reference)**

(1) Offerors are to submit with their proposal a listing of at least three (3) and not more than ten (5) **most recent** (as determined by the date of contract award) contracts or subcontracts, in which the offerors have performed the same or similar services in size, scope, and complexity as required by this solicitation. Contract listing shall include those entered into with preferably the Federal, then State or then Local Government or then commercial concerns. The contractor may submit statements of explanation for those contracts that may have been below acceptable performance. The listing as a minimum shall include: Contract Number, Applicable project or service involved, Contract type, Contract dollar amount, and the procuring activity or firm's completed name, physical address, current technical or contracts representative with name(s), fax & phone number(s) and e-mail(s)-not to exceed three names for each entity. Offerors are notified that the Government reserves the right to contact and utilize information provided by other Government and commercial sources not included in the proposal in order to evaluate the past performance of the offeror. The Government will send questionnaires to the contacts listed and other contacts if the Contracting Officer deems necessary.

(2) Offerors are responsible for ensuring all addresses, telephone/facsimile numbers and e-mail addresses are current. The Government will not be responsible for tracking incorrect references and phone numbers. Incorrect or outdated references and phone numbers may result in your technical proposal being rated as neutral, marginal or unsatisfactory thus receiving less consideration. The burden of providing thorough and meaningful performance information rests with the offerors. The Government may obtain and consider information about other contracts not mentioned in the Offeror's proposal, but which are believed to be similar to the proposed effort.

(3) Discuss the similarities between the listed references and this proposed contract, with the offeror demonstrating capabilities to perform comparable work of the magnitude and complexity, as stated in the Performance Work Statement. The discussion should include the types of facilities where services were/are performed, a description of the services provided and the level of service required in each contract.

**PART 3 TECHNICAL PROPOSAL: PAGE LIMIT – 15 (including all documents incorporated by reference)**

**(1) IPM Operating Plan**

The offeror must submit an overall plan of operation, and provide proactive and/or reactive technical approaches to be implemented in accomplishing the work as stipulated in Section C. The overall plan should demonstrate how the offeror proposal will meet the requirements of the Specifications.

- a) Discuss how the offeror proposal exceeds Specification requirements or enhances the delivery of services. Specifically discuss, but not limited to, how the offeror will assign its

management and technical personnel to concurrently accomplish the Pentagon building's interior and exterior service requirements stated in C6.8 and C6.9

- b) Include an example of the intended report(s)

## (2) Company Structure and Personnel

The offeror must provide its staffing and organizational structure, illustrating lines of management responsibility, delegation of authority, assignment of tasks, and availability of personnel. It must demonstrate the relevant experience and qualifications of all management and technical personnel (primary and backup) that will be directly assigned to work under this contract by submitting the following:

- a) Resumes depicting relevant education, training, experience, and responsibilities in similar projects, specific professional or technical accomplishments, and other applicable certificates and/or licenses.
- b) Copies of current pesticide applicator certificates for the appropriate jurisdictions.
- c) Resumes, certificates and other documents required by section 2 (a) and (b) above do not count against the page limit.

The offeror must discuss its methods of recruitment, retention, and training of personnel, and describe how its personnel strategy/approach will exceed the specified requirements.

*NOTE: If any Pest Control Applicator Certificates submitted are not current or if Certificates are not included with the proposal, the specific employee will be considered ineligible to work at the Pentagon.*

## (3) Safety Plan

The offeror must provide a detailed explanation of intended safety practices and procedures. Include plans for security of chemicals, personal protection, and the protection of human health and safety, and the environment

## L.2 PROPOSAL FORMAT AND CONTENT

(1) Binding/Label/ copies: A total of an original and 1 copy shall be submitted of each proposal volume. A cover sheet shall be inserted in each binder, clearly marked as to the volume title, copy number, RFP identification, date of submittal, and the Offerors name. The cover sheet shall not count against any page limitation.

(2) Text: Text shall be at least one and one half spaced on 8 1/2 X 11 inch paper (except as specially noted herein), with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. No foldout pages shall be used. Pages submitted in excess of the page limitations stated throughout this document will not be evaluated. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing.

## L.3 DATE, TIME & PLACE OF SUBMISSION

**Proposals are due, Thursday, August 16, 2007 at 3:00 pm local time.** Proposals may be sent by mail to the attention of Mr. Henry Chung, Contracting Officer, WHS/A&PO, 1777 North Kent St. Rosslyn Plaza North, Suite 12063, Rosslyn, VA 22209. Delivery by FedEx, UPS or other courier services is acceptable.

Facsimile proposals or electronic submissions will not be accepted. Late submissions will not be accepted or considered. All submitted materials will become the property of the Government and will not be returned.

**L.4 Proposal must be prepared in accordance with these instructions**, providing all required information in the format specified. Failure of the proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

(1) The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's written proposal. The Government reserves the right to contact other government agencies and commercial sources to validate information submitted in a proposal and to assess capability, past performance and responsibility. The offeror is invited to submit additional information regarding their past performance relating to problems encountered in prior contracts and the actions taken by the offeror to resolve those problems. Financial condition and capability statements made by the offeror as well as supplemental data received as a result of audit or other assistance required during the evaluation of the offers will contribute to the determination of the offeror's capability.

(2) Proposals that are unrealistic in terms of technical response or price will be indicative of a failure to comprehend the complexity and risks of the proposed contract. Such proposals may be rejected as unacceptable without discussions. In addition, the Government reserves the right to eliminate from consideration those proposals so deficient in information as to require a major rewrite or revision in order to become acceptable.

#### **L.5 PRE-PROPOSAL CONFERENCE AND SITE VISIT**

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

(1) A site visit will be announced in a formal amendment to the solicitation for this procurement at the Pentagon Reservation. A pre-proposal conference will be held after the site visit.

(2) Offerors are advised that if they have any questions regarding the solicitation, the questions must be directed to the Contracting Officer, Henry Chung in writing. (Email: Henry.Chung@whs.mil) Requests for general information or clarification may be submitted in writing at any time prior to ten (10) calendar days before the due date for submission of offers. Questions and answers will be provided to all Offerors in the form of an amendment to the solicitation. Terms and conditions of the solicitation and the specifications will remain unchanged unless they are amended in writing. UNDER NO CIRCUMSTANCES will any oral statements or agreements be binding upon the Government unless such statements or agreements are issued in a formal amendment to the solicitation. Any amendment issued will appear on <http://www.fedbizopps.gov>, available to all prospective offerors.

(3) Failure of a prospective offeror to either submit questions or attend the pre-proposal conference will not justify any failure of the contractor in performing the requirements of this contract. If an amendment is issued as a result of the pre-proposal conference, normal procedures relating to the acknowledgment and receipt of any such amendment will apply.

Discussions - The Government does not intend to conduct discussions. The Government reserves the right, however, to conduct discussions if warranted.

**SECTION M - EVALUATION FACTORS FOR AWARD****ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)**

**M.1** The Government will award a contract resulting from this solicitation to **one** responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

a. **Technical proposal:**

- (1) IPM Operating Plan
- (2) Company Structure and Personnel
- (3) Safety Plan

b. **Past Performance:** The following sub-factors will be used to evaluate past performance.

- (1) Relevancy: Contracts of similar type, service, complexity, and dollar value.
- (2) Responsiveness: Promptness
- (3) Timeliness: Services performed timely
- (4) Resource Availability: Adequate personnel, training, equipment, and supplies
- (5) Consistency and Quality of Services

c. **Price:** Prices will be evaluated for reasonableness in accordance with FAR 15.404-1(b).

**M.2** Technical and Past Performance are equal. Technical and Past Performance combined are significantly more important than price. All the sub-factors are equally important in each evaluation factor.

**M.3** Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**M.4** Proposals must remain in effect for at least 45 calendar days after the proposal due date. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in this solicitation shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.