

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
W81EYN82337731

PAGE 1 OF 48

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W912PL-08-T-0033	6. SOLICITATION ISSUE DATE 19-Sep-2008
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME CHRISTINA MCHAVEZ	b. TELEPHONE NUMBER (No Collect Calls) 213/452-3246	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 26 Sep 2008
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9. ISSUED BY CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES CA 90053-2325 TEL: FAX: 213.452.4184	CODE W912PL	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 12 MI NAICS: 561720	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
			<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
			13b. RATING	
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE SCHEDULE	CODE
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17a. CONTRACTOR/OFFEROR TEL.	CODE	18a. PAYMENT WILL BE MADE BY TEL.	CODE
FACILITY CODE			

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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)
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<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 COPIES <input 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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 (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTE 29

FBO NOTE 29.

29. The proposed contract is set-aside for Service-Disabled Veteran-Owned small business concerns. Offers from other than Service-Disabled Veteran-Owned small business concerns will not be considered

SITE VISIT INFORMATION

SITE VISIT

An organized site visit has been scheduled for September 24, 2008 @ 9:00 AM

Participants will meet at the facility:

USACE Encino Office
6337 Balboa Avenue
Encino, California

POC: Kataneh.Shojaie

She can be reached at the Encino Office 818.344.5101 OR USACE District Office 213-452-3151 OR by e-mail Kataneh.Shojaie@usace.army.mil.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year FFP Janatorial/Custodial Services October 1, 2008 - September 30, 2009 SF: 56,038 FOB: Destination PURCHASE REQUEST NUMBER: W81EYN82337731	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option #1 FFP Janatorial/Custodial Services October 1, 2009 - September 30, 2010 SF: 56,038 FOB: Destination PURCHASE REQUEST NUMBER: W81EYN82337731	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option #2 FFP Janatorial/Custodial Services October 1, 2010 - September 30, 2011 SF: 56,038 FOB: Destination PURCHASE REQUEST NUMBER: W81EYN82337731	12	Months		

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2007

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

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

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

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

 XX (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 HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

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

 (4) [Removed].

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

 (ii) Alternate I (OCT 1995) of 52.219-6.

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

- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- _XX_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- _XX_ (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 (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _XX_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- _XX_ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _XX_ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- _XX_ (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _XX_ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _XX_ (20) 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).
- _XX_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _XX_ (22) 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).
- _XX_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

- __XX__(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ___ (ii) Alternate I (AUG 2007) of 52.222-50.
- ___ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ___ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- __XX__ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- __XX__ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

 XX (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.).

 XX (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

(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 (vi) 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 (Nov 2007) (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)

(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.

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) 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 (MAR 2008) (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 Pub. L. 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) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (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) _XX_ 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)

SCOPE OF WORK

**SCOPE OF WORK
JANITORIAL/CUSTODIAL SERVICES
19-Sep-08**

1. GENERAL INFORMATION

- 1.1. The Contractor shall provide the necessary personnel, cleaning supplies and equipment to provide custodial services at 6337 BALBOA AVENUE, ENCINO, CALIFORNIA in accordance with the contract requirements.
- 1.2. Janitorial/Custodial Work Schedules: Janitorial/Custodial services for 59,038 square feet of space shall be performed between the hours of **8:00 A.M. and 4:30 P.M. Pacific Time, five (5) days per week, Monday through Friday, excluding Federal holidays.**
- 1.3. At the post award conference, the Contractor shall provide a detailed proposed work schedule documenting how it will accomplish the services pursuant to this contract. This schedule shall be set on an annual calendar identifying the task, frequency of work and the number of workers performing each task. This schedule shall be subject to the U.S. Army Corps of Engineers (USACE) approval. Thereafter, if the Contractor must make significant changes to the schedule, it must be submitted in writing to the Contracting Officer for approval prior to implementation. The Contractor shall adhere to the approved work schedule and shall complete all work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. A monthly report shall be completed by the Site Contact, USACE, and signed by the Contractor; the report shall include a new schedule of any work not completed the previous month. If the Contractor falls behind schedule at any time, additional workers shall be assigned at no cost to the USACE until the work is back on schedule. See Section 4, "USACE JANITORIAL/CUSTODIAL REQUIREMENTS"

2. CONTRACTOR RESPONSIBILITIES

- 2.1. Site Walk-Thru: Contractor is encouraged to visit the facility in order to become familiar with; site location, access areas, scope of work and/or any other physical site conditions which may affect the scope of work or specifications contained herein. All site visits must be coordinated and approved by USACE for complete building access. Any failure by the contractor to acquaint themselves with the available information contained herein shall not relieve them of the responsibility to carry out all contract terms and conditions. By signing the offer and acceptance sheet the contractor acknowledges that they have examined and shall comply with all existing site conditions and terms and conditions for the term of any resultant contract. The USACE assumes no responsibility for any conclusions or interpretations made by the contractor on the bases of the information made available by the USACE.

- 2.2. Contact (Key Personnel): All questions concerning this solicitation shall be directed to the USACE, Contracting Division. All questions concerning the facility, general custodial cleaning requirements or site walk through(s) shall be directed to the **USACE**, and she can be reached at 818.344.5101 OR 818.344.5101 OR by e-mail Kataneh.Shojaie@usace.army.mil.
- 2.3. Licenses: The Contractor shall maintain all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.
- 2.4. Billing/Invoices: The Contractor shall clearly mark all billing invoices with the USACE contract number, location number, and monthly charge. Invoices shall be submitted to: **USACE, Real Estate Division, Control Branch, 915 Wilshire Boulevard, 11th Floor, Los Angeles, CA 90017-Attention: Sandra Estrada. She can be reached at 213.452.3115 OR by e-mail Sandra.K.Strada@usace.army.mil.**
- 2.5. The Contractor shall list any additional services requested by the USACE on a separate line item on the invoice. A copy of the requested service with a signature of the facility site contact, USACE, shall accompany the invoice before payment is provided.
- 2.6. Equipment and Supplies: All equipment and supplies furnished by the Contractor are subject to prior approval by the USACE. A list of all equipment and supplies to be used pursuant to this contract and the appropriate material safety data sheets (MSDS) shall be submitted to USACE at the Post Award Conference and posted in Contractor's custodial closet.
- 2.7. The Contractor shall provide sufficient equipment, supplies and personnel to complete the work within the designated time frames. Cleaning equipment must be in safe operating condition at all times. The USACE reserves the right to inspect any equipment to verify its condition and suitability for the job.
- 2.8. Custodial supply area (s) will be available and shall be kept in a neat manner by the Contractor. The supply area shall be kept free of any offensive odor. Damp mopping, spot cleaning and dusting of the supply areas shall be done on a routine basis. All materials and supplies shall be stored in an orderly manner.
- 2.9. All equipment, supplies and materials on this contract must comply with the current applicable federal, state and local occupational safety and health.
- 2.9.1. The Contractor shall furnish the following materials, supplies, and equipments and any that are not specifically listed, but necessary to do the required work:
- Paper hand towels
 - Toilet tissue
 - Toilet seat covers
 - Hand washing soap for dispensers
 - Floor waxing and buffing machines, attachments and pads

- Brooms and dust pans
- Rags, sponges and brushes, mops and buckets
- Dusters
- Glass and window washing equipment and cleaning products
- Carpet and spot removers
- Liners for waste baskets and trash cans
- Vacuum cleaner, tank type with attachments for cleaning corners, carpet edges, chairs, drapes, etc.
- Scouring powder
- Aluminum and stainless steel cleaners
- Toilet bowl deodorizer and deodorant containers
- All purpose cleaner
- Light bulbs
- Ladders

2.10. Work Details: The Contractor shall comply with the following requirements:

2.10.1. All weekly services are to be done each Wednesday.

2.10.2. All bi-weekly services are to be done every other Wednesday.

2.10.3. All monthly services are to be done the first week of each month.

2.10.4. All quarterly services are to be done the second week of the month starting with the effective date of the contract and continuing thereafter every three months.

2.10.5. All semi-annual services are to be done the last week of each month starting with the effective date of the contract and continuing thereafter every six months.

2.11. Inspection: All offices shall be inspected daily for major problems including unusual conditions (such as possible break-ins).

2.11.1. On the first week of each month, the Contractor supervisor shall schedule with the USACE representative an appointed time to perform a quality inspection of the building.

2.11.2. To insure janitorial services are being carried out as specified in the **Standards of Performance** (Section 3.) and **USACE Janitorial/Custodial Requirements** (Section 4), a **Janitorial Checklist & Acceptance Form**, which corresponds to all of the services, will be posted in the facility. The checklist will be initialed and dated on a daily, weekly, or monthly basis when services have been completed. The USACE representative and the Contractor supervisor will initial and date when the work performed is completed to his or her satisfaction. This procedure will help to avoid any misunderstanding and confusion that may arise concerning services done

on a particular day, week, or month at the facility. The USACE representative reserves the right to do his or her own random check of facilities.

2.11.3. In the event that the service performed is unsatisfactory, or is not in accordance with the Standards of Performance (see Section 3. below) and/or Janitorial/Custodial Requirements (see Section 4. below), the Contractor shall, upon notification by USACE or the Contracting Officer, service the USACE Facility(s) within twenty-four (24) hours without any additional cost to the USACE.

2.12. Contractor Deficiency is defined as:

2.12.1. Failure to perform weekly, bi-weekly, monthly, quarterly or semi- annually services per written schedule.

2.12.2. Failure to rectify reported problems within 24 hours (unless other arrangements have been approved by the USACE).

2.12.3. Failure to appear on a scheduled service day without pre-approval from USACE.

2.12.4. Failure to respond to a deficiency letter within the ten day period.

2.13. Notifications to Contractors of Deficiencies:

2.13.1. One deficiency: The Contractor will be notified and will have ten days (10) to respond.

2.13.2. Two deficiencies within a three-month period: The Contractor will be notified and a meeting will be scheduled within ten (10) days with USACE.

2.13.3. Third deficiency within a three-month period: May result in termination of contract.

2.14. The Contractor is responsible for notifying USACE when its employee(s) are a "no show". If the Contractor does not report this to USACE, then a vendor deficiency will be issued.

2.15. Supervision: The supervisor shall be responsible for the competent performance of all custodial services pursuant to this contract. The job manager shall make sufficient routine inspections to insure that all work is performed as specified. The names of all personnel to be used on this contract are to be provided to USACE at the post award conference. Changes in personnel shall also be given to USACE as they occur.

2.16. The Contractor shall utilize only experienced, responsible and capable personnel in the performance of the janitorial services. The USACE may require that the

Contractor remove employees and/or subcontractor's who endanger person or property or whose continued employment is inconsistent with the interests of the USACE.

- 2.17. Emergencies: (Definition): The condition must seriously threaten the function of the USACE, the presentation or protection of property or the health or safety of a person). The Contractor shall provide a 24 Hotline phone number or pager number for emergencies. The Contractor shall respond to emergency calls within 2 hours.
3. **STANDARDS OF PERFORMANCE**: These standards are minimum recommendations and do not replace or supersede the latest industry standards of material and equipment manufacturer's recommendations.
- 3.1. Dusting Standards: Dusting cloths and equipment used shall be clean. Dust cloths shall be treated to avoid scattering of dust. Hard rubbing shall be avoided as oil streaks may be left. Desks, file cabinets and bookcases shall be dusted without moving any papers, books, etc. Office equipment, such as typewriters, adding machines, computers and similar instruments shall not be dusted. Surfaces shall be free from dust after dusting is completed. Dust shall be removed and not scattered around the room. No feather dusting.
- 3.2. Sweeping Standards: Resilient and/or wood floors shall be swept with a clean broom. Concrete floors shall be swept with a bristle floor brush, with sweeping compound where applicable or treated mops if surface has been finished. Floors shall show no dust or dirt streaks and no dust or dirt shall be left behind and under radiators, furniture, pipes, benches, work tables, doors, corners, or any other object that is not installed or securely fastened in place. Gum and similar substances shall be removed from floors.
- 3.3. Washing Standards: The detergent shall be a neutral detergent that will remove the dirt involved. Only small areas of floors shall be mopped, rinsed and dried at one time, and in such a manner that the least amount of water necessary to do the job is used. Water shall be left on floors just long enough to loosen the dirt. Wash and rinse water shall be changed frequently. Floors shall be clean and free from film, mop streaks and scuff marks. Water seepage under baseboards, bumping baseboards, corners of furniture and splashing water on walls, baseboards or furniture shall not be permitted.
- 3.4. Carpet Cleaning Standards: All carpet areas shall be vacuumed prior to being cleaned. All light furniture shall be moved for vacuuming and cleaning and then replaced in its original position taking care not to disturb work or projects.
- 3.5. Vacuuming Standards: Carpets shall be vacuumed daily. Carpets shall be free of dust, grit litter, marks and spots, water or other liquids, and also free of scuffs or scratches on traffic lanes, around furniture and at pivot points.
- 3.6. Carpet Cleaning Methods: Only two (2) types of carpet cleaning shall be acceptable:
- 3.6.1. Extraction method

3.6.2. Dry chemical cleaning

- 3.7. Buffing Standards: All buffing shall be to hard luster finish with disk-type floor machines.
- 3.8. Scrubbing and Stripping Standards: Scrubbing and stripping shall be performed using a disk-type floor machine equipped with driving assembly and using the proper cleaning scrubbing pad. A minimum amount of water containing a neutral detergent for washing, or a stripping solution for stripping, shall be used. Hard to reach places shall be done by hand with a scrubbing brush or pad. The Contractor shall not use any solution, equipment or pads that will damage floors. Water seepage under baseboards, bumping baseboards, corners or furniture and splashing of water on walls, baseboards or furniture shall not be permitted. Floor(s) shall have all finish marks and substances of any kind removed.
- 3.9. Finish Standards (after stripping): Two coats of floor finish shall be applied with a clean applicator. The first coat shall be thoroughly dry, shall be buffed in accordance with manufacturer's instructions and "buffing standards". No heavy accumulations of finish around walls, under furniture, radiators, etc., shall be permitted. If accumulated, it shall be removed and the area refinished. Any water, wax or finish splashed on furniture, office equipment, walls or baseboards shall be removed immediately.
- 3.10. Toilet Room Cleaning Standards: Every toilet, urinal, lavatory, sink, fixture and floor shall be properly cleaned each day. Toilet bowl exteriors shall be washed, disinfected and wiped clean. Toilet bowl interiors and undersides of rims shall be cleaned thoroughly with an acceptable toilet bowl cleaner. Toilet brush cleaning of interiors of toilet bowls shall include working brush as far into the trap as it will reach. Toilets shall be flushed after cleaning to rinse. Toilet seats shall be cleaned with germicidal detergent. Urinal exteriors shall be washed, disinfected and wiped clean. Urinal interiors and underside of rims shall be cleaned thoroughly with a toilet brush cleanser. Urinals shall be flushed after cleaning to rinse. Chrome-plated hardware shall be cleaned with a non-abrasive, non-acidic product manufactured for this type of work.
- 3.10.1. Toilet Room Floors – Washing: Washing shall be performed with suitable disinfectant cleanser, and ample solution shall be allowed to remain on the floor until all dirt has been loosened and where required, it shall be mopped with the heel of the mop, using enough pressure to remove stubborn dirt and scuffs. Care shall be taken to insure that all edges and corners have been cleaned. The washing solution shall be picked up or squeezed to the drain and floor shall be thoroughly clear-water rinsed, disinfected and mopped dry.
- 3.10.2. Toilet Room Mirrors and Shelves: Mirrors, shelves and miscellaneous fixtures shall be cleaned thoroughly, using non-abrasive cleaner.

3.10.3. Walls and Toilet Partitions: Walls and toilet partitions shall be spot washed with a neutral cleaner. Grout joints shall be scrubbed with a soft bristle brush. Cleaning solution shall be rinsed off and walls shall be dried to a high luster, free from streaks and soap film.

4. USACE JANITORIAL/CUSTODIAL REQUIREMENTS

4.1. The Contractor shall provide janitorial/custodial services **Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m.** in accordance with the following requirements:

4.2. Offices, Corridors and Lobbies

4.2.1. Required Daily Services:

- 4.2.1.1. Sweep all entrances, steps and porches. Vacuum entrance walk-off mats.
- 4.2.1.2. Clean building entry doors, glass, handles, hardware and doorframes.
- 4.2.1.3. Empty and clean wastebaskets. Replace plastic liners as necessary. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.
- 4.2.1.4. Clean, disinfect and polish all drinking fountains.
- 4.2.1.5. Vacuum all carpeted areas, spot clean carpet as required.
- 4.2.1.6. Sweep and damp mop all non-carpeted floors.
- 4.2.1.7. Empty all trash bins and ashtrays at entrances, exits and designated smoking areas, atriums, planters and adjacent areas.
- 4.2.1.8. Replace all burned out and/or flickering light bulbs.

4.2.2. Required Weekly Services:

- 4.2.2.1. Thoroughly clean and wet mop all hard surface floors. Spray buff all Vinyl Composition Tile (VCT) floors.
- 4.2.2.2. Clean and remove soil marks and fingerprints from glass, tables and counter tops, walls, fiberglass-reinforced panels (FRP), doors and partition glass.
- 4.2.2.3. Clean tile walls.
- 4.2.2.4. Spot clean walls and doors.
- 4.2.2.5. Dust chairs, tables, file cabinets and any other furniture and accessories.

4.2.3. Required Monthly Services:

- 4.2.3.1. Clean/dust stairs and handrails.
- 4.2.3.2. Perform all high and low level dusting at tops of partitions, window ledges, doorframes, baseboards, cabinet tops, etc.
- 4.2.3.3. Remove cobwebs from all areas inside and outside of building.
- 4.2.3.4. Spot clean all partitions as required.
- 4.2.3.5. Spray buff floors.

4.2.4. Required Quarterly Services:

- 4.2.4.1. Thoroughly clean all doors, walls, and base boards.
- 4.2.4.2. Wipe clean all windows blinds.
- 4.2.4.3. Strip, wax and polish all VCT floors.

4.2.5. Required Semi-Annually Services:

- 4.2.5.1. Shampoo all carpets (to be performed every six months)
- 4.2.5.2. Wash all window glass inside and outside. Wash venetian blinds, roller shades, and light fixtures.
- 4.2.5.3. Dust or vacuum all vents and ceiling tile around vents.

4.3. Restrooms

4.3.1. Required Daily Services:

- 4.3.1.1. Refill soap, towel, and seat cover dispensers, toilet bowl deodorizers, deodorant containers, and was receptacle liners as needed.
- 4.3.1.2. Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.
- 4.3.1.3. Clean mirrors with glass cleaner.
- 4.3.1.4. Clean and polish all metal surfaces, dispensers and furniture.
- 4.3.1.5. Clean and disinfect wash basins, toilet bowls and urinals.
- 4.3.1.6. Wipe all walls and partitions clean of splashes, fingerprints, smears and dirt.
- 4.3.1.7. Disinfect underside and tops of toilet seats.
- 4.3.1.8. Sweep floors and wet mop with germicidal fixtures.
- 4.3.1.9. Clean and disinfect restroom fixtures.
- 4.3.1.10. Replace light bulbs, as required.

4.3.2. Required Bi-Weekly Service:

4.3.2.1.Spray buff VCT Floors.

4.3.3. Required Monthly Services:

4.3.3.1.Dust window ledges, high corners, etc.

4.3.3.2.Thoroughly clean all walls and toilet partitions with high-strength detergent.

4.3.4. Required Quarterly Services:

4.3.4.1.Strip and wax VCT floors.

4.3.4.2.Clean undersides of basins.

4.3.5. Required Annually Services:

4.3.5.1.Clean light fixtures.

4.3.5.2.Dust or vacuum all vents and ceiling tiles around vents.

4.4. Break Rooms/Lounges

4.4.1. Required Daily Services:

4.4.1.1.Refill soap and towel dispensers, as needed.

4.4.1.2.Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.

4.4.1.3.Clean and polish all metal surfaces, dispensers, counter/counter tops and furniture.

4.4.1.4.Clean and disinfect wash sinks.

4.4.1.5.Wipe all walls clean of splashes, fingerprints, smears and dirt.

4.4.1.6.Sweep and wet mop floors.

4.4.1.7.Replace light bulbs as required

4.4.2. Required Monthly Services:

4.4.2.1. Spray buff VCT floors

4.4.2.2.Dust window ledges, high corners, etc.

4.4.2.3.Thoroughly clean all walls.

4.4.3. Required Quarterly Services:

4.4.3.1.Strip and wax VCT floors.

4.4.3.2.Clean undersides of sinks.

4.4.3.3.Required Annually Services:

- 4.4.3.4.Dust or vacuum all vents.
- 4.4.3.5.Clean light fixtures.

5. NOTIFICATION OF ASBESTOS CONTAINING MATERIALS

The facility may contain ACBM or PACM (Asbestos Containing Building Materials/Presumed Asbestos Containing Materials) present in a variety of locations.

If asbestos materials are disturbed during the normal course of this work, proper procedures such as, but not limited to: OSHA/EPA (Occupational Safety and Health Administration/Environmental Protection Agency) guidelines EPA 560/5-85-018 "Asbestos in Buildings, Guidance for Service and Maintenance Personnel", "Recommended Interim Guidance for Maintenance of Asbestos Containing Floor Coverings", must be followed. There are also certain training requirements given by OSHA/EPA for employees working in custodial or maintenance operations in buildings that contain ACBM or PACM such as but not limited to "Asbestos Awareness". The Contractor shall follow these and any applicable OSHA/EPA regulations. The Contractor shall provide documentation that each of its employees, that are being utilized for this service, have the required training (certificate of completion or class roster/sign-in). The Contractor shall also provide a copy of the curriculum used to provide the required "Two Hour Asbestos Awareness" training. If training curriculum changes, the Contractor shall submit a copy of the curriculum to USACE, Contracting Division, and Attention: Contract Management Specialist, 915 Wilshire Boulevard, 10th Floor, Los Angeles, CA 90017 within thirty days of the change. The Contractor shall acknowledge the receipt of this information regarding the presence of ACBM or PACM in some USACE Facilities and the training requirements.

6. FACILITY SECURITY

Due to security concerns, keys or entry code (s) shall not be provided, and all work shall be completed between the hours of **8:00 A.M. and 4:30 P.M. Pacific Time, five (5) days per week, Monday through Friday, excluding Federal holidays**

A major violation of the contract specifications, terms and conditions dealing with building security or confidentially may result in immediate termination of this contract. Examples of major violation are leaving a door or doors unlocked within the building, breach of confidentiality regarding agency files, personnel records, or any other agency information not intended for public disclosure, theft of personnel, vendor or USACE property.

Upon receiving award, Contractor must contact USACE and receive security brief. The USACE may on occasion utilize video surveillance to monitor all activities within the facility. Current name, address and drivers license may be required of all employees. All employees will be required to have identification that is equal to that required for employment at the site/facility. The Contractor is responsible for the security of the facility during the performance of all work contract services and shall ensure that facility entryways remain locked during work hours.

7. **COMMUNICATION**

Due to security and safety concerns, the Supervisor must be able to communicate effectively with his/her staff, USACE or other USACE employees. The Contractor shall ensure that the USACE staff is able to communicate with the Contractors employees at all times.

8. **POWER FAILURE**

In the event the heating, cooling or power fails during hours the provider is in the building, the employee (s) shall take all necessary safety precautions and call USACE at once at 818.344.5101.

9. **RESTRICTIONS**

Contractor employees with felony convictions are precluded from performing under this agreement. The Contractor shall provide a copy of a Certificate of Insurance indicating Worker's Comp/Employer's Liability Insurance.

10. **TERM**

The term of the contract shall be for one-year, with two optional one-year. This contract may be renewed at the option of the Government provided notice be given in writing by written modification from the Contracting Officer to the Contractor at least **90 days** before the end of the original one-year term or any renewal term; all other terms and conditions of this contract shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

11. **PRICING**

Pricing shall be provided per month and shall be provided for each contract year (including optional years). Prices shall not be changed during the course of the contract unless USACE changes requirements or adds or deletes service areas or as a result of legislative changes that affect the contractor's costs. In that event, the contractor shall submit cost data to Contracting Officer for review and negotiation.

12. **PAYMENT**

The successful contractor shall submit invoices monthly. USACE shall remit payment within 30 days of receipt of a correct invoice. Incorrect invoices shall be subject to correction and/or rejection by USACE in accordance with the applicable Payment and Invoice Clauses.

13. **AWARD**

The USACE reserves the right to award this contract in whole or in parts.

14. **CANCELLATION**

USACE reserves the right to terminate the contract by written modification in accordance with the applicable Termination clauses.

SERVICE CONTRACT WAGE RATES

WD 05-2047 (Rev.-7) was first posted on www.wdol.gov on 06/03/2008

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2047
Revision No.: 7
Date Of Revision: 05/29/2008

State: California

Area: California Counties of Los Angeles, Orange
OCCUPATION NOTES:

Heating, Air Conditioning and Refrigeration: Wage rates and fringe benefits
can be found on Wage Determinations 1986-0879.

Laundry: Wage rates and fringe benefits can be found on Wage Determination
1977-1297.

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

OCCUPATION CODE - TITLE RATE	MINIMUM WAGE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
14.03	
01012 - Accounting Clerk II	
15.76	
01013 - Accounting Clerk III	
17.65	
01020 - Administrative Assistant	
25.10	
01040 - Court Reporter	
18.23	
01051 - Data Entry Operator I	
11.28	
01052 - Data Entry Operator II	
12.98	

01060 - Dispatcher, Motor Vehicle
22.41
01070 - Document Preparation Clerk
13.50
01090 - Duplicating Machine Operator
13.30
01111 - General Clerk I
10.69
01112 - General Clerk II
14.92
01113 - General Clerk III
16.67
01120 - Housing Referral Assistant
21.35
01141 - Messenger Courier
10.62
01191 - Order Clerk I
16.98
01192 - Order Clerk II
18.53
01261 - Personnel Assistant (Employment) I
16.85
01262 - Personnel Assistant (Employment) II
18.85
01263 - Personnel Assistant (Employment) III
22.26
01270 - Production Control Clerk
22.65
01280 - Receptionist
14.51
01290 - Rental Clerk
15.10
01300 - Scheduler, Maintenance
16.84
01311 - Secretary I
16.84
01312 - Secretary II
19.15
01313 - Secretary III
21.90
01320 - Service Order Dispatcher
19.54
01410 - Supply Technician
25.10
01420 - Survey Worker
18.23
01531 - Travel Clerk I
13.69
01532 - Travel Clerk II
14.83
01533 - Travel Clerk III
15.91
01611 - Word Processor I
15.03
01612 - Word Processor II
16.87

01613 - Word Processor III
18.76
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
22.94
05010 - Automotive Electrician
21.60
05040 - Automotive Glass Installer
20.29
05070 - Automotive Worker
20.29
05110 - Mobile Equipment Servicer
18.66
05130 - Motor Equipment Metal Mechanic
22.94
05160 - Motor Equipment Metal Worker
20.29
05190 - Motor Vehicle Mechanic
22.94
05220 - Motor Vehicle Mechanic Helper
17.90
05250 - Motor Vehicle Upholstery Worker
19.86
05280 - Motor Vehicle Wrecker
20.29
05310 - Painter, Automotive
21.60
05340 - Radiator Repair Specialist
20.29
05370 - Tire Repairer
15.47
05400 - Transmission Repair Specialist
22.94
07000 - Food Preparation And Service Occupations
07010 - Baker
11.95
07041 - Cook I
12.91
07042 - Cook II
14.31
07070 - Dishwasher
9.25
07130 - Food Service Worker
9.87
07210 - Meat Cutter
15.92
07260 - Waiter/Waitress
8.96
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
18.59
09040 - Furniture Handler
12.42
09080 - Furniture Refinisher
18.59

09090 - Furniture Refinisher Helper
14.82
09110 - Furniture Repairer, Minor
17.04
09130 - Upholsterer
18.59
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
11.12
11060 - Elevator Operator
10.40
11090 - Gardener
16.87
11122 - Housekeeping Aide
10.40
11150 - Janitor
12.06
11210 - Laborer, Grounds Maintenance
12.65
11240 - Maid or Houseman
9.09
11260 - Pruner
13.27
11270 - Tractor Operator
15.05
11330 - Trail Maintenance Worker
12.65
11360 - Window Cleaner
13.66
12000 - Health Occupations
12010 - Ambulance Driver
17.74
12011 - Breath Alcohol Technician
17.74
12012 - Certified Occupational Therapist Assistant
23.66
12015 - Certified Physical Therapist Assistant
25.71
12020 - Dental Assistant
14.92
12025 - Dental Hygienist
36.45
12030 - EKG Technician
24.07
12035 - Electroneurodiagnostic Technologist
24.07
12040 - Emergency Medical Technician
17.74
12071 - Licensed Practical Nurse I
16.75
12072 - Licensed Practical Nurse II
18.77
12073 - Licensed Practical Nurse III
21.62
12100 - Medical Assistant
14.82

12130 - Medical Laboratory Technician
19.73
12160 - Medical Record Clerk
15.86
12190 - Medical Record Technician
17.74
12195 - Medical Transcriptionist
15.99
12210 - Nuclear Medicine Technologist
34.19
12221 - Nursing Assistant I
9.61
12222 - Nursing Assistant II
10.81
12223 - Nursing Assistant III
11.79
12224 - Nursing Assistant IV
13.24
12235 - Optical Dispenser
15.93
12236 - Optical Technician
15.71
12250 - Pharmacy Technician
16.72
12280 - Phlebotomist
13.24
12305 - Radiologic Technologist
24.54
12311 - Registered Nurse I
29.32
12312 - Registered Nurse II
35.85
12313 - Registered Nurse II, Specialist
35.85
12314 - Registered Nurse III
41.48
12315 - Registered Nurse III, Anesthetist
41.48
12316 - Registered Nurse IV
49.72
12317 - Scheduler (Drug and Alcohol Testing)
20.93
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
23.90
13012 - Exhibits Specialist II
29.61
13013 - Exhibits Specialist III
36.21
13041 - Illustrator I
25.31
13042 - Illustrator II
31.37
13043 - Illustrator III
38.35

13047 - Librarian
30.36
13050 - Library Aide/Clerk
16.49
13054 - Library Information Technology Systems Administrator
24.92
13058 - Library Technician
19.44
13061 - Media Specialist I
16.83
13062 - Media Specialist II
18.81
13063 - Media Specialist III
20.97
13071 - Photographer I
17.57
13072 - Photographer II
19.86
13073 - Photographer III
26.61
13074 - Photographer IV
33.56
13075 - Photographer V
40.61
13110 - Video Teleconference Technician
16.59
14000 - Information Technology Occupations
14041 - Computer Operator I
16.30
14042 - Computer Operator II
18.23
14043 - Computer Operator III
21.74
14044 - Computer Operator IV
24.69
14045 - Computer Operator V
27.33
14071 - Computer Programmer I (1)
22.80
14072 - Computer Programmer II (1)
14073 - Computer Programmer III (1)
14074 - Computer Programmer IV (1)
14101 - Computer Systems Analyst I (1)
14102 - Computer Systems Analyst II (1)
14103 - Computer Systems Analyst III (1)
14150 - Peripheral Equipment Operator
16.30
14160 - Personal Computer Support Technician
24.69
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
33.42
15020 - Aircrew Training Devices Instructor (Rated)
38.51
15030 - Air Crew Training Devices Instructor (Pilot)
46.16

15050 - Computer Based Training Specialist / Instructor
33.42
15060 - Educational Technologist
29.83
15070 - Flight Instructor (Pilot)
46.16
15080 - Graphic Artist
23.42
15090 - Technical Instructor
22.30
15095 - Technical Instructor/Course Developer
27.28
15110 - Test Proctor
18.40
15120 - Tutor
18.40
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
18.52
19040 - Tool And Die Maker
23.95
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
14.46
21030 - Material Coordinator
21.43
21040 - Material Expediter
21.43
21050 - Material Handling Laborer
13.02
21071 - Order Filler
13.31
21080 - Production Line Worker (Food Processing)
14.46
21110 - Shipping Packer
14.79
21130 - Shipping/Receiving Clerk
14.79
21140 - Store Worker I
10.87
21150 - Stock Clerk
15.52
21210 - Tools And Parts Attendant
14.46
21410 - Warehouse Specialist
14.46
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
30.78
23021 - Aircraft Mechanic I
29.10
23022 - Aircraft Mechanic II
30.78
23023 - Aircraft Mechanic III
31.94

23040 - Aircraft Mechanic Helper
20.38
23050 - Aircraft, Painter
24.41
23060 - Aircraft Servicer
23.55
23080 - Aircraft Worker
24.58
23110 - Appliance Mechanic
19.52
23120 - Bicycle Repairer
15.47
23125 - Cable Splicer
27.14
23130 - Carpenter, Maintenance
26.57
23140 - Carpet Layer
19.00
23160 - Electrician, Maintenance
28.35
23181 - Electronics Technician Maintenance I
23.38
23182 - Electronics Technician Maintenance II
24.90
23183 - Electronics Technician Maintenance III
26.53
23260 - Fabric Worker
22.75
23290 - Fire Alarm System Mechanic
20.30
23310 - Fire Extinguisher Repairer
17.18
23311 - Fuel Distribution System Mechanic
23.90
23312 - Fuel Distribution System Operator
18.26
23370 - General Maintenance Worker
22.52
23380 - Ground Support Equipment Mechanic
29.10
23381 - Ground Support Equipment Servicer
23.55
23382 - Ground Support Equipment Worker
24.58
23391 - Gunsmith I
17.18
23392 - Gunsmith II
19.88
23393 - Gunsmith III
22.48
23430 - Heavy Equipment Mechanic
26.97
23440 - Heavy Equipment Operator
29.01
23460 - Instrument Mechanic
25.70

23465 - Laboratory/Shelter Mechanic
21.93
23470 - Laborer
12.49
23510 - Locksmith
18.81
23530 - Machinery Maintenance Mechanic
24.65
23550 - Machinist, Maintenance
23.17
23580 - Maintenance Trades Helper
14.82
23591 - Metrology Technician I
25.70
23592 - Metrology Technician II
27.13
23593 - Metrology Technician III
29.73
23640 - Millwright
25.45
23710 - Office Appliance Repairer
20.86
23760 - Painter, Maintenance
21.05
23790 - Pipefitter, Maintenance
23.40
23810 - Plumber, Maintenance
22.04
23820 - Pneudraulic Systems Mechanic
22.48
23850 - Rigger
25.51
23870 - Scale Mechanic
19.98
23890 - Sheet-Metal Worker, Maintenance
21.17
23910 - Small Engine Mechanic
18.70
23931 - Telecommunications Mechanic I
24.56
23932 - Telecommunications Mechanic II
25.91
23950 - Telephone Lineman
24.18
23960 - Welder, Combination, Maintenance
19.75
23965 - Well Driller
23.18
23970 - Woodcraft Worker
19.75
23980 - Woodworker
16.81
24000 - Personal Needs Occupations
24570 - Child Care Attendant
13.05

24580 - Child Care Center Clerk
16.03
24610 - Chore Aide
10.57
24620 - Family Readiness And Support Services Coordinator
15.39
24630 - Homemaker
19.21
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
26.22
25040 - Sewage Plant Operator
26.21
25070 - Stationary Engineer
26.22
25190 - Ventilation Equipment Tender
18.34
25210 - Water Treatment Plant Operator
26.21
27000 - Protective Service Occupations
27004 - Alarm Monitor
23.77
27007 - Baggage Inspector
12.32
27008 - Corrections Officer
29.07
27010 - Court Security Officer
30.28
27030 - Detection Dog Handler
23.77
27040 - Detention Officer
29.07
27070 - Firefighter
29.97
27101 - Guard I
12.32
27102 - Guard II
23.77
27131 - Police Officer I
33.79
27132 - Police Officer II
37.56
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
11.60
28042 - Carnival Equipment Repairer
12.49
28043 - Carnival Equipment Worker
8.79
28210 - Gate Attendant/Gate Tender
14.09
28310 - Lifeguard
12.55
28350 - Park Attendant (Aide)
15.76

28510 - Recreation Aide/Health Facility Attendant
11.11
28515 - Recreation Specialist
17.82
28630 - Sports Official
12.55
28690 - Swimming Pool Operator
15.43
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
21.29
29020 - Hatch Tender
21.29
29030 - Line Handler
21.29
29041 - Stevedore I
20.46
29042 - Stevedore II
21.73
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (2)
37.58
30011 - Air Traffic Control Specialist, Station (HFO) (2)
25.91
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)
28.54
30021 - Archeological Technician I
20.47
30022 - Archeological Technician II
22.01
30023 - Archeological Technician III
31.33
30030 - Cartographic Technician
31.33
30040 - Civil Engineering Technician
26.42
30061 - Drafter/CAD Operator I
22.60
30062 - Drafter/CAD Operator II
25.28
30063 - Drafter/CAD Operator III
28.18
30064 - Drafter/CAD Operator IV
34.68
30081 - Engineering Technician I
18.14
30082 - Engineering Technician II
20.37
30083 - Engineering Technician III
22.78
30084 - Engineering Technician IV
28.23
30085 - Engineering Technician V
34.88
30086 - Engineering Technician VI
41.77

30090 - Environmental Technician
25.20
30210 - Laboratory Technician
21.03
30240 - Mathematical Technician
29.46
30361 - Paralegal/Legal Assistant I
19.44
30362 - Paralegal/Legal Assistant II
25.20
30363 - Paralegal/Legal Assistant III
30.82
30364 - Paralegal/Legal Assistant IV
37.29
30390 - Photo-Optics Technician
28.23
30461 - Technical Writer I
22.26
30462 - Technical Writer II
27.22
30463 - Technical Writer III
32.94
30491 - Unexploded Ordnance (UXO) Technician I
23.88
30492 - Unexploded Ordnance (UXO) Technician II
28.90
30493 - Unexploded Ordnance (UXO) Technician III
34.61
30494 - Unexploded (UXO) Safety Escort
23.88
30495 - Unexploded (UXO) Sweep Personnel
23.88
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)
25.14
30621 - Weather Observer, Senior (2)
27.93
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
12.39
31030 - Bus Driver
17.84
31043 - Driver Courier
11.87
31260 - Parking and Lot Attendant
8.56
31290 - Shuttle Bus Driver
12.95
31310 - Taxi Driver
12.03
31361 - Truckdriver, Light
12.95
31362 - Truckdriver, Medium
18.93
31363 - Truckdriver, Heavy
21.24

31364 - Truckdriver, Tractor-Trailer
 21.24
 99000 - Miscellaneous Occupations
 99030 - Cashier
 12.13
 99050 - Desk Clerk
 12.65
 99095 - Embalmer
 21.08
 99251 - Laboratory Animal Caretaker I
 10.49
 99252 - Laboratory Animal Caretaker II
 11.44
 99310 - Mortician
 31.23
 99410 - Pest Controller
 15.17
 99510 - Photofinishing Worker
 14.87
 99710 - Recycling Laborer
 17.38
 99711 - Recycling Specialist
 20.39
 99730 - Refuse Collector
 15.50
 99810 - Sales Clerk
 14.15
 99820 - School Crossing Guard
 9.06
 99830 - Survey Party Chief
 33.54
 99831 - Surveying Aide
 18.45
 99832 - Surveying Technician
 25.24
 99840 - Vending Machine Attendant
 12.48
 99841 - Vending Machine Repairer
 14.34
 99842 - Vending Machine Repairer Helper
 12.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month
 VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 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) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

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

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

CHECKLIST

JANITORIAL FREQUENCY: FIVE DAYS

PLEASE MARK "YES" OR "NO" TO (Y or N) INDICATE IF SERVICE WAS PERFORMED

OFFICES, CORRIDORS & LOBBIES

DAILY	MON	TUES	WED	THUR	FRI
SWEEP ALL ENTRANCES, STEPS & PORCHES					
VACUUM ENTRANCE WALK-OFF MATS					
CLEAN BUILDING ENTRY DOORS, GLASS, HANDLES, HARDWARE & DOORFRAMES					
EMPTY & CLEAN WASTEBASKETS, REPLACE PLASTIC LINERS AS NECESSARY					
RETURN BASKETS TO PROPER POSITIONS					
ALL TRASH SHALL BE REMOVED FROM THE BUILDING & EMPTIED INTO THE DUMPSTER AVAILABLE OUTSIDE					
CLEAN, DISINFECT & POLISH ALL DRINKING FOUNTAINS					
VACUUM ALL CARPETED AREAS, SPOT CLEAN CARPET AS REQUIRED					
SWEEP & DAMP MOP ALL NON-CARPETED FLOORS					
EMPTY ALL TRASH BINS & ASHTRAYS AT ENTRANCES, EXITS & DESIGNATED SMOKING AREAS, ATRIUMS, PLANTERS & ADJACENT AREAS					
REPLACE ALL BURNED OUT &/OR FLICKERING LIGHT BULBS					
WEEKLY					
THOROUGHLY CLEAN & WET MOP ALL HARD SURFACE FLOORS					
SPRAY BUFF ALL VCT FLOORS					
CLEAN & REMOVE SOIL MARKS & FINGERPRINTS FROM GLASS, TABLES & COUNTER TOPS, WALLS, FIBERGLASS-REINFORCED PANELS (FRP), DOORS & PARTITION GLASS					
CLEAN TILE WALLS					
SPOT CLEAN WALLS & DOORS					
DUST CHAIRS, TABLES, FILE CABINETS & ANY OTHER FURNITURE & ACCESSORIES					
MONTHLY	MON	TUES	WED	THUR	FRI
CLEAN/DUST STAIRS & H&RAILS					

PERFORM ALL HIGH & LOW LEVEL DUSTING AT TOPS OF PARTITIONS, WINDOW LEDGES, DOORFRAMES, BASEBOARDS, CABINET TOPS, ETC					
REMOVE COBWEBS FROM ALL AREAS INSIDE & OUTSIDE OF BUILDING					
SPOT CLEAN ALL PARTITIONS AS REQUIRED					
SPRAY BUFF FLOORS					
QUARTERLY					
THOROUGHLY CLEAN ALL DOORS, WALLS & BASE BOARDS					
WIPE CLEAN ALL WINDOWS BLINDS					
STRIP, WAX & POLISH ALL VCT FLOORS					
SEMI-ANNUALLY					
SHAMPOO ALL CARPETS					
WASH ALL WINDOW GLASS INSIDE & OUTSIDE					
WASH VENETIAN BLINDS, ROLLER SHADES & LIGHT FIXTURES					
DUST OR VACUUM ALL VENTS & CEILING TILE AROUND VENTS					

RESTROOMS

DAILY					
REFILL SOAP, TOWEL & SEAT COVER DISPENSERS, TOILET BOWL DEODORIZERS, DEODORANT CONTAINERS & WAS RECEPTACLE LINERS AS NEEDED					
EMPTY & WIPE OUT ALL WASTE PAPER RECEPTACLES. DISINFECT & REPLACE PLASTIC LINERS AS NEEDED					
RETURN BASKETS TO PROPER POSITIONS					
ALL TRASH SHALL BE REMOVED FROM THE BUILDING & EMPTIED INTO THE DUMPSTER AVAIABLE OUTSIDE					
CLEAN MIRRORS WITH GLASS CLEANER					
DAILY	MON	TUES	WED	THUR	FRI
CLEAN & POLISH ALL METAL SURFACES, DISPENSERS & FURNITURE					
CLEAN & DISINFECT WASH BASINS, TOILET BOWLS & URINALS					

WIPE ALL WALLS & PARTITIONS CLEAN OF SPLASHES, FINGERPRINTS, SMEARS & DIRT					
DISINFECT UNDERSIDE & TOPS OF TOILET SEATS					
SEEP FLOORS & WET MOP WITH GERMICIDAL FIXTURES					
CLEAN & DISINFECT RESTROOM FIXTURES					
REPLACE LIGHT BULBS AS REQUIRED					
BI-WEEKLY					
SPRAY BUFF ALL VCT FLOORS					
MONTHLY					
DUST WINDOW LEDGES, HIGH CORNERS, ETC					
THOROUGHLY CLEAN ALL WALLS & TOILET PARTITIONS WITH HIGH-STRENGTH DETERGENT					
QUARTERLY					
STRIP & WAX VCT FLOORS					
CLEAN UNDERSIDES OF BASINS					
SEMI-ANNUALLY					
CLEAN LIGHT FIXTURES					
DUST OR VACUUM ALL VENTS & CEILING TILES AROUND VENTS					

BREAKROOMS/LOUNGES

DAILY					
REFILL SOAP, TOWEL DISPENSERS AS NEEDED					
EMPTY & WIPE OUT ALL WASTE PAPER RECEPTACLES. DISINFECT & REPLACE PLASTIC LINERS AS NEEDED					
RETURN BASKETS TO PROPER POSITIONS					
ALL TRASH SHALL BE REMOVED FROM THE BUILDING & EMPTIED INTO THE DUMPSTER AVAIABLE OUTSIDE					
DAILY	MON	TUES	WED	THUR	FRI
CLEAN & POLISH ALL METAL SURFACES, DISPENSERS, COUNTER/COUNTER TOPS & FURNITURE					
CLEAN & DISINFECT WASH SINKS					
WIPE ALL WALLS CLEAN OF SPLASHES, FINGERPRINTS, SMEARS & DIRT					
SWEEP & WET MOP FLOORS					
REPLACE LIGHT BULBS AS REQUIRED					

MONTHLY					
SPRAY BUFF VCT FLOORS					
DUST WINDOW LEDGES, HIGH CORNERS, ETC					
THOROUGHLY CLEAN ALL WALLS					
QUARTERLY					
STRIP & WAX VCT FLOORS					
CLEAN UNDERSIDES OF SINKS					
SEMI-ANNUALLY					
DUST OR VACUUM ALL VENTS					
CLEAN LIGHT FIXTURES					

ACCEPTED BY:

CONTRACTOR

DATE

KATANEH SHOJAIE

DATE

MANPOWER REPORT REQUIREMENTMANPOWER REPORT REQUIREMENT
Contract Manpower Reporting Clause

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.