

AWARD/CONTRACT		1. THIS CONTRACT IS A FIRM ORDER UNDER DPAS (15 CFR 350)		PAGE OF PAGES 1 90			
2. CONTRACT (Proc. Inst. Ident.) NO. TIRSE-05-C-00003		3. EFFECTIVE DATE 08/01/2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. D-5-D9-13-DD-A00 000			
5. ISSUED BY INTERNAL REVENUE SERVICE Southeast Procurement Branch (A:P:F:SE) 2888 Woodcock Blvd Suite 300 Atlanta, GA 30341 JAMES R BROWN 404-338-9219		CODE IRS0010		6. ADMINISTERED BY (If other than Item 5) CODE			
				See Item 5 PLEASE SEE "HELPFUL HINTS" FROM SEVEN STEPS TEAM AT END OF DOCUMENT.			
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) GOODWILL INDUSTRIES OF NORTH GEORGIA INC 2201 GLENWOOD AVE SE ATLANTA, GA 303166231 JERRY K. HISE 404-486-8447		Vendor Id: 00069214 Cage Code:4Z078 Tax ID#: 580566193		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Terms: 0% Days: 0 Net: 30 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM			
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR Internal Revenue Service 4800 Buford Highway, Stop 20 Chamblee, GA 30341		CODE 30341006		12. PAYMENT WILL BE MADE BY CODE INV030 IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 256-6000 Beckley, WV 25802			
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		14. ACCOUNTING AND APPROPRIATION DATA multiple accounting - see schedule					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Attached Schedule(s)						
15G. TOTAL AMOUNT OF CONTRACT \$ 227,448.60							
16. TABLE OF CONTENTS							
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C	D	DESCRIPTION/SPECS./WORK STATEMENT	20	J		LIST OF ATTACHMENTS	35
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER JAMES R BROWN 404-338-9219			
19B. NAME OF CONTRACTOR (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		20C. DATE SIGNED	

Section B

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total				
BASIC CUSTODIAL SERVICES - BASE PERIOD									
0001	Janitorial services for the period August 1, 2005 through September 30, 2005.	2.00	MO	110,305.99	220,611.98				
Accounting and Appropriation Data:									
	BFY	EFY	Appr	Plan	Budget	Cost	Pac	Soc	Proj#
			050509 12D		RGA10 16		4H	S201	
			050509 12D		RGA10 16		4N	S201	\$68,216.33
			050509 12D		RGA00 06		4H	S201	\$148,562.23
			050509 12D		RGA00 06		4N	S201	\$766.87
									\$3,066.55
PR #: D-5-D9-13-DD-A00									
BASIC GROUNDS MAINTENANCE - BASE PERIOD									
0002	Basic Grounds Maintenance for the period August 1, 2005 through September 30, 2005 at the rate of \$3,418.31.	2.00	MO			3,418.31			6,836.62
Accounting and Appropriation Data:									
	BFY	EFY	Appr	Plan	Budget	Cost	Pac	Soc	Proj#
			050509 12D		RGA10 16		4H	S201	
			050509 12D		RGA10 16		4N	S201	\$2,113.84
			050509 12D		RGA00 06		4H	S201	\$4,603.75
			050509 12D		RGA00 06		4N	S201	\$24.02
									\$95.01
PR #: D-5-D9-13-DD-A00									
ADDITIONAL CUSTODIAL SERVICES - BASE PERIOD									
0003	Additional custodial services will be provided at the hourly rate of \$16.13 per hour for labor if requested by the COTR during the period August 1,	1.00	LO				NTE 0.00		.00

2005 through September, 30 2005.
 Additional custodial services include
 the following:
 Carpet Shampooing
 Additional Trash Pick-ups
 Snow Removal
 Other Cleaning Tasks

ADDITIONAL GROUNDS MAINTENANCE - BASE PERIOD

0004	Additional grounds maintenance will be provided at the hourly rate of \$16.90 if requested by the COTR during the period August 1, 2005 through September 30, 2005. Additional grounds maintenance may be utilized for improvements and beautification of the grounds not covered under Basic Services, such as planting additional, or transplanting, small trees, flowers, shrubs, etc., including new planting of in-season flowers. Material required for these services will be at Government expense.	1.00	LO	NTE 0.00	.00
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BASIC CUSTODIAL SERVICES - OPTION I

1001	The monthly rate to provide Basic Janitorial services for the period October 1, 2005 through September 30, 2006 is \$110,305.99.	12.00	MO	0.00	.00
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BASIC GROUNDS MAINTENANCE - OPTION PERIOD I

1002	The monthly rate to provide Basic Grounds Maintenance for the period October 1, 2005 through September 30, 2006 is \$3,418.31.	12.00	MO	0.00	.00
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ADDITIONAL CUSTODIAL SERVICES - OPTION PERIOD I

1003	Additional custodial services will be provided at the hourly rate of \$16.13 per hour for labor if requested by the COTR during the period August 1, 2005 through September, 30 2006. Additional custodial services include the following: Carpet Shampooing Additional Trash Pick-ups Snow Removal Other Cleaning Tasks	1.00	LO	NTE 0.00	.00
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ADDITIONAL GROUNDS MAINTENANCE - OPTION PERIOD I

1004	Additional grounds maintenance will be provided at the hourly rate of \$16.90 if requested by the COTR during the period October 1, 2005 through September 30, 2006. Additional grounds maintenance may be utilized for improvements and beautification of the grounds not covered under Basic Services, such	1.00	LO	NTE 0.00	.00
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as planting additional, or transplanting, small trees, flowers, shrubs, etc., including new planting of in-season flowers. Material required for these services will be at Government expense.

BASIC CUSTODIAL SERVICES - OPTION PERIOD II

2001	The monthly rate to provide Basic Janitorial services for the period October 1, 2006 through September 30, 2007 is \$110,603.68.	12.00	MO	0.00	.00
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BASIC GROUNDS MAINTENANCE - OPTION PERIOD II

2002	The monthly rate to provide Basic Grounds Maintenance for the period October 1, 2006 through September 30, 2007 is \$3,435.47.	12.00	MO	0.00	.00
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ADDITIONAL CUSTODIAL SERVICES - OPTION PERIOD II

2003	Additional custodial services will be provided at the hourly rate of \$16.13 per hour for labor if requested by the COTR during the period October 1, 2006 through September, 30 2007. Additional custodial services include the following: Carpet Shampooing Additional Trash Pick-ups Snow Removal Other Cleaning Tasks	1.00	LO	NTE 0.00	.00
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ADDITIONAL GROUNDS MAINTENANCE - OPTION PERIOD II

2004	Additional grounds maintenance will be provided at the hourly rate of \$16.90 if requested by the COTR during the period October 1, 2006 through September 30, 2007. Additional grounds maintenance may be utilized for improvements and beautification of the grounds not covered under Basic Services, such as planting additional, or transplanting, small trees, flowers, shrubs, etc., including new planting of in-season flowers. Material required for these services will be at Government expense.	1.00	LO	NTE 0.00	.00
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BASIC CUSTODIAL SERVICES - OPTION PERIOD III

3001	The monthly price to provide Basic Janitorial services for the period October 1, 2007 through September 30, 2008 is \$110,907.33.	12.00	MO	0.00	.00
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BASIC GROUNDS MAINTENANCE - OPTION PERIOD III

3002	The monthly rate to provide Basic Grounds Maintenance for the period October 1, 2007 through September	12.00	MO	0.00	.00
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30, 2008 is \$3,452.98.

ADDITIONAL CUSTODIAL SERVICES - OPTION PERIOD III

3003	Additional custodial services will be provided at the hourly rate of \$16.13 per hour for labor if requested by the COTR during the period August 1, 2005 through September, 30 2005. Additional custodial services include the following: Carpet Shampooing Additional Trash Pick-ups Snow Removal Other Cleaning Tasks	1.00	LO	NTE 0.00	.00
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ADDITIONAL GROUNDS MAINTENANCE - OPTION PERIOD III

3004	Additional grounds maintenance will be provided at the hourly rate of \$16.90 if requested by the COTR during the period October 1, 2007 through September 30, 2008. Additional grounds maintenance may be utilized for improvements and beautification of the grounds not covered under Basic Services, such as planting additional, or transplanting, small trees, flowers, shrubs, etc., including new planting of in-season flowers. Material required for these services will be at Government expense.	1.00	LO	NTE 0.00	.00
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BASIC CUSTODIAL SERVICES - OPTION PERIOD IV

4001	The monthly rate to provide Basic Janitorial services for the period October 1, 2008 through September 30, 2009 is \$111,217.05.	12.00	MO	0.00	.00
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BASIC GROUNDS MAINTENANCE - OPTION PERIOD IV

4002	The monthly rate to provide Basic Grounds Maintenance for the period October 1, 2008 through September 30, 2009 is \$3,470.84.	12.00	MO	0.00	.00
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ADDITIONAL CUSTODIAL SERVICES - OPTION PERIOD IV

4003	Additional custodial services will be provided at the hourly rate of \$16.13 per hour for labor if requested by the COTR during the period August 1, 2005 through September, 30 2005. Additional custodial services include the following: Carpet Shampooing Additional Trash Pick-ups Snow Removal Other Cleaning Tasks	1.00	LO	NTE 0.00	.00
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ADDITIONAL GROUNDS MAINTENANCE - OPTION PERIOD IV

4004	Additional grounds maintenance will be provided at the hourly rate of \$16.90 if requested by the COTR during the period October 1, 2008 through September 30, 2009. Additional grounds maintenance may be utilized for improvements and beautification of the grounds not covered under Basic Services, such as planting additional, or transplanting, small trees, flowers, shrubs, etc., including new planting of in-season flowers. Material required for these services will be at Government expense.	1.00	LO	NTE 0.00	.00
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BASIC CUSTODIAL SERVICES - OPTION PERIOD V

5001	The monthly rate to provide Basic Janitorial services for the period October 1, 2009 through July 31, 2010 is \$111,532.97.	10.00	MO	0.00	.00
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BASIC GROUNDS MAINTENANCE - OPTION PERIOD V

5002	The monthly rate to provide Basic Grounds Maintenance for the period October 1, 2009 through July 31, 2010 is \$3,489.06.	10.00	MO	0.00	.00
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ADDITIONAL CUSTODIAL SERVICES - OPTION PERIOD V

5003	Additional custodial services will be provided at the hourly rate of \$16.13 per hour for labor if requested by the COTR during the period October 1, 2009 through July 31, 2010. Additional custodial services include the following: Carpet Shampooing Additional Trash Pick-ups Snow Removal Other Cleaning Tasks	1.00	LO	NTE 0.00	.00
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ADDITIONAL GROUNDS MAINTENANCE - OPTION PERIOD V

5004	Additional grounds maintenance will be provided at the hourly rate of \$16.90 if requested by the COTR during the period October 1, 2009 through July 31, 2010. Additional grounds maintenance may be utilized for improvements and beautification of the grounds not covered under Basic Services, such as planting additional, or transplanting, small trees, flowers, shrubs, etc., including new planting of in-season flowers. Material required for these services will be at Government expense.	1.00	LO	NTE 0.00	.00
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Section C
PERFORMANCE WORK STATEMENT

C.1 GENERAL INTENT/BACKGROUND: The intent of this contract is to obtain Custodial Services (including Pest Control) and Grounds Maintenance for the Atlanta Submission Processing Center (ATSPC), 4800 Buford Highway, Chamblee, GA 30341 and the Shadyland Childcare Center at 2355 Chamblee-Tucker Road, Chamblee, GA 30341, by means of a performance based contract. The ATSPC consists of one single story building, totaling 335,459 square feet and grounds totaling 550,121 square feet. The Shadyland Childcare Center consists of a single story building totaling 4,547 square feet and 90,000 square feet of outside area. Basic services will be provided at a firm fixed monthly price. Additional services will be provided at fixed hourly rates, plus any material costs.

C.1.1 SCOPE OF WORK - The Contractor shall provide all supervision, administrative and technical support, labor, subcontractors, tools, transportation, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective completion of all services described herein.

a. Basic Services: Basic services (see paragraph C.2 for definition) will be performed for custodial, grounds maintenance, and pest control services, to includes performance of support services (see paragraph C.2 for definition). The Contractor shall determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which supplies, materials and equipment are needed. No later than five work days after contract starting date, and annually thereafter no later than 5 days after the start of each option period, the Contractor shall submit to the COTR an annual schedule of all periodic (services that are not performed on a recurring basis or less frequently than monthly) cleaning.

b. Additional Services: Additional services (see paragraph C.2 for definition) will be performed for custodial services, and grounds maintenance. Additional Service labor hours shall not be diverted from daily productive labor hours, and will be requested, by the Government, in writing. There is no guarantee that any Additional Services will be ordered. The Contracting Officer shall establish a ceiling price for each of the contract line items and a Contract Ceiling price based on the estimated quantities and accepted contract price at time of award. If the Contractor exceeds these ceiling prices without written approval from the Contractor, he does so at his own risk.

The contractor shall perform services as specified herein within the specified time periods described in paragraph C.1.2. Refer to Section J, Exhibits 1 and 2 for building statistics. The statistical data for the areas identified in these attachments are estimates of the building and grounds. The Contractor is responsible for verifying dimensions and quantities.

The contractor shall perform unscheduled services and policing requirements on an on-call basis, including, but not limited to, emergency situations. Upon receipt of service call, the contractor shall respond within 15 minutes.

The Contractor is responsible for providing personal protective equipment to employees and ensuring that the appropriate attire is worn. The Contractor shall utilize the latest technology, products, equipment, industry practices, specifications and recommendations in order to achieve the quality standards.

The results of all work performed under this contract will conform to the Quality Requirements identified in paragraphs C.8 Custodial and C.9 Grounds Maintenance.

C.1.2 MISCELLANEOUS DUTIES - In addition to performance of Janitorial Service and Grounds Maintenance, the following duties are required:

- (a) Organize and train employees to participate in building fire and civil defense drills.
- (b) Report fires, hazardous conditions and items in need of repair.
- (c) Close doors and cut off lights and fans when not in use.
- (d) Close doors and lock rooms as required in all areas after cleaning. Secure areas which must be given special attention. These areas will be identified by the COTR.
- (e) Turn in lost and found articles at the designated office.
- (f) Assign sufficient daytime staffing to be responsive to complaints related to services.

C.1.3 NORMAL WORKING HOURS - The Government's primary operations at ATSPC are conducted on day and night shifts, Monday through Friday, except Federal holidays or any other day(s) designated by Federal Statute, Executive Order, or Presidential Proclamation. The ten Federal holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

The Contractor shall schedule and arrange work to cause the least interference with the normal occurrence of Government business and mission. The COTR will advise of specific rooms and areas requiring daytime services for security reasons. The majority of heavy cleaning shall be performed between the hours of 9:00 PM and 5:30 AM, Monday through Friday. Unless otherwise specified, grounds maintenance shall be performed during daylight hours, Monday through Friday except Federal holidays or other days designated by the COTR. The Contractor may perform work on Saturdays, Sundays, holidays, or outside regular working hours, if approved in writing by the COTR. Any such work shall be performed at no additional cost to the Government.

Work delayed by causes beyond the Contractor's control and performed beyond normal duty hours and/or non-scheduled days shall be performed at no additional cost to the Government. Examples: Federal holidays, inclement weather, limited access to work areas.

C.1.3 PROJECT MANAGEMENT/ON-SITE SUPERVISION - The Contractor shall provide sufficient onsite project management and supervision as is essential to carry out all the terms and conditions of this contract. The Project Manager or designee with equal authority shall be present onsite at all times during regular working hours, and as needed to fulfill contractual obligations. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the Contracting Officer or the COTR. No later than five days after contract start, the Contractor shall provide, to the COTR, the name, location, and telephone number of his supervisor(s) specifically designated for this contract. The project manager and supervisory employees must be able to read, write, and speak

English. IRS employees are not authorized to exercise either direct or indirect supervision over the Contractor's employees. The term "On-Site Supervisor" means a person designated by the contractor who has authority to act for the contractor on a day-to-day basis at the work site, and who directly supervises the work force.

C.2 DEFINITIONS/ACRONYMS: As used throughout this contract the following terms shall have the meaning set forth below and specified as applicable to this contract.

C.2.1 GENERAL DEFINITIONS:

A. Acceptable Quality Level (AQL) – The standard at which service is considered satisfactory as agreed upon by the Contractor and Government.

B. Additional Services – Services intended to satisfy the Government's short term, non-recurring need at a fixed hourly rate, and as required, material cost.

C. Alternate Dispute Resolution (ADR) – Process for the resolution of disputes regarding work determined to be unsatisfactory.

D. Basic Services – Those recurring services provided at the facility in addition to performance of support services as defined in this contract.

E. Committee for Purchase from People who are Blind or Severely Disabled – Federal agency responsible for administering the JWOD program, a mandatory source program.

F. Contractor – The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his subcontractors comply with the provisions of this contract.

G. Custodial Work Inspector (CWI) – An individual designated to be responsible for conducting inspections of the building and grounds to determine Contractor's compliance with terms and conditions of the contract.

H. Contracting Officer (CO) – One with the authority to enter into, administer, and/or terminate contracts and make related determinations.

I. Contracting Officer's Technical Representative (COTR) – One who is designated and authorized in writing by the CO to be responsible for surveillance/monitoring of the Contractor's performance.

J. Contractor Owned Property – All property used on this contract that is owned or furnished by the Contractor.

K. Contractor Representative/Project Manager – An onsite foreman or superintendent assigned by the Contractor to manage the project.

L. Customer Comments– A means for end users to provide comments pertaining to service provided by the contractor.

M. Defective Service – A service output that does not meet the standard of performance associated with it in the Performance Requirement Summary (PRS).

N. Government Owned Property – All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and Contractor acquired property as defined in FAR 45.101.

O. Lot – The total number of required service outputs in a surveillance period, as defined in the Performance Requirements Summary (PRS).

P. NISH – A central nonprofit agency which facilitates the distribution of Government orders of Procurement List items or services among nonprofit agencies employing people who are blind or severely disabled.

Q. Performance Requirements – Tasks to be performed by the Contractor.

R. Performance Requirements Summary Table (PRST) – An outline of contract requirements that identifies the key service outputs of the contract that will be inspected or surveyed by the Government, and related performance standards, method(s) of performance assessment and surveillance, and portion of required service to total contract value.

S. Performance Standard – The desired results, expressed by the Government, expected from performance of contract services, to satisfy the requirement.

T. Quality Assurance (QA) – Those actions taken by the Government to assure services meet the acceptable quality level established by the contract between the Contractor and Government.

U. Quality Assurance Surveillance Plan (QASP) – An organized written, "living", document outlining the Government's methodology for monitoring contractor performance.

V. Quality Control (QC) – Those actions taken by the Contractor to ensure contractor performance meets the requirements of the contract.

W. Response Time – The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the worksite, with appropriate tools, equipment, and materials, ready to perform the work required.

X. Sensitive But Unclassified (SBU) Trash – All material that contains taxpayer's identification information or an "Official Use Only" designation. All trash collected from work areas to include microfilm cartridges, magnetic tapes, and cardboard.

Y. Support Services - Performance of unscheduled services that are brief in scope.

C.2.2 DEFINITIONS THAT APPLY TO CUSTODIAL SERVICES:

A. CLEAN -- The absence of bottles, cloudy film, cobwebs, coffee grounds, debris, dirt, dust, discarded materials, encrustation, fingerprints, graffiti, grease, grime, gum, ink, litter, marks, mold, odors, oil, pieces of paper, rust, scale, scum, smudges, spillage, spots, stains, watermarks, tape, tar, trash, residue, or any other extraneous matter on all surfaces or objects in order to present a lustrous appearance, as applicable, and an overall appearance of cleanliness.

B. REPLENISH – Re-supply and maintain supply dispensers at a level to amply meet building needs.

C. SPACE – An area to receive custodial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of corridors, lobbies, offices, outside docks, inside docks, and entrances.

D. WASTE CONTAINERS – Trash receptacles, wastebaskets, trashcans, ashtrays, trash hampers, diaper pails, or any container holding trash, paper, or refuse of any type.

C.2.3 DEFINITIONS THAT APPLY TO GROUNDS MAINTENANCE:

A. DEBRIS – Includes man-made items, i.e., paper, cans, and bottles; and biodegradable items, i.e., limbs and branches, mud, pine straw and pinecones, mulch, leaves, rocks, and similar items.

B. ENVIRONMENTAL PROTECTION AGENCY (EPA) – The Federal agency delegated authority to enforce the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

C. GROUNDS MAINTENANCE - Represented by healthy, evenly cut green grass, neatly edged, free of weeds and debris, and an overall appearance of well-manicured grounds; beds maintained weed-free with healthy, correctly pruned, fertilized, mulched plants and healthy flowers; straight standing, healthy trees free of insects and disease.

C.2.4 ACRONYMS:

AQL - Acceptable Quality Level
CLIN - Contract Line Item Number
COTR - Contracting Officer's Technical Representative
FAR - Federal Acquisition Regulation
GFP - Government Furnished Property
OSHA - Occupational Safety and Health Administration
PRST - Performance Requirement Summary Table
QA - Quality Assurance
QASP - Quality Assurance Surveillance Plan
QC - Quality Control
SF - Square Foot

C.3 GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES: The Government shall provide the Contractor with certain Government owned facilities, equipment, materials, and utilities for official Government business only in performance of work under this contract. The use of Government furnished property and services for other purposes is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition. Government furnished items are listed below:

(A) Electrical power at existing outlets for the Contractor to operate such Equipment as is necessary in the performance of required services.

(B) Hot and cold water as necessary.

(C) Space within the building commensurate with the Contractor's personnel and operational requirements including the locker rooms, if available. Any existing equipment such as clothes

lockers, tables, benches, chairs, etc., placed within the building by the Government may be used by the Contractor during the term of the contract provided authorization is received from the COTR. This equipment must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract. GSA Form 1038 or a similar form shall be used to document receipt.

(D) Space in the building for storage of an inventory of supplies and equipment which will be used in the performance of work under the contract. The Contractor shall maintain this space in a neat and orderly condition. The Government will not be responsible in any way for damage to or loss of the Contractor's stored supplies, materials, replacement parts or equipment.

(E) Janitor's closets, when available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor.

(F) Space in the building and furniture and furnishings for a supervisor's office to be used only in the performance of this contract. The contractor or the contractor's employees will not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.

(G) Heating and air conditioning as necessary.

(H) Photo identification badges to be worn by Contractor's employees while on duty. See Section H.

C.4 CONTRACTOR FURNISHED ITEMS: Except for the property and services referenced in paragraph C.3, the Contractor shall provide all facilities, equipment, materials, and services necessary to perform the requirements of this contract. The Contractor shall provide IRS with the inventory of contractor equipment used for custodial services and housed onsite. Contractor shall provide means of communication with the COTR.

The contractor shall not use any material which would be unsuitable for its purpose or harmful to the surface to which applied. These supplies and materials shall be of good quality and should comply with State, Federal, and local guidelines for safety and environment.

The contractor shall require all employees, including supervisors, to wear distinctive uniforms for ready identification, and assure that every employee is in uniform no later than ten working days from date of entry on duty. Employees shall wear uniforms that have the contractor's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram.

C.5 QUALIFICATIONS OF PERSONNEL - The contractor shall be fully staffed on the first day of contract performance, and prepared to maintain a fully trained staff throughout the life of the contract. The Contractor is expected to fully train newly hired personnel within 30 days of assignment to the contract.

C.5.1 QUALIFICATIONS OF PROJECT MANAGER -The Contractor shall provide a full-time Project Manager who shall be physically on-site during all normal work hours, and be responsible for performance of all work. The Project Manager shall possess a minimum of three years experience within the last five years simultaneously managing facilities of similar magnitude and scope of the total requirement of the contract.

C.5.2 QUALIFICATIONS OF SUPERVISORY EMPLOYEES - The Contractor shall employ competent supervisory personnel capable of training employees on methods of accomplishing the work performance and quality standards in this contract. The supervisor shall have in-depth knowledge of performance based and prescriptive cleaning and quality control processes, procedures, supplies, and equipment. The supervisor shall, at a minimum, have completed a supervisory training course for this type of work and have prior custodial experience in similar size and type facilities. The on-site supervisor(s) is required to be fully conversant in English.

Resumes shall be provided with the offeror's proposal for Project Manager and Supervisory Personnel. Resumes shall also be provided to the COTR during contract performance when changes are made in personnel occupying these positions. There is no specific format required for resumes. However, a sample format is provided in Section J, Exhibit 3.

C.5.3 QUALIFICATIONS OF OTHER CONTRACT PERSONNEL - The personnel employed by the Contractor shall be capable employees, trained and qualified in custodial/grounds maintenance type work and pest control. All employees must be able to speak and understand English, and shall also receive training as follows:

1. The Contractor is required to provide necessary and on-going customer service training for its employees. The training shall stress the importance of conflict avoidance and problem resolution. Emphasis will be placed on grooming, proper attire and importance of professionalism and courtesy in day-to-day contact with building occupants and visitors.

2. The Contractor is required to provide necessary, on-going, employee training in order to meet the performance standards of this contract.

3. The Contractor shall train its employees on the building fire alarm system, and procedures to follow in the event of fire or other emergency.

C.6 QUALITY CONTROL - The Contractor shall establish a comprehensive Quality Control Program to assure that the requirements of the contract are provided as specified.

C.6.1 QUALITY CONTROL PLAN (QCP) - Within ten (10) days of the start of the contract, the Contractor shall submit a copy of its Quality Control Plan (QCP) to the COTR for review and approval. The basic tenet of the plan is that the Contractor is responsible for quality control. All methods, procedures, and forms shall support this concept. The QCP shall address/include, at a minimum, the following:

A. An inspection system that is tailored to the specific buildings and grounds covered under the terms of the contract, and which covers all services specified in the contract specifications;

B. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government inspectors point out the deficiencies;

C. A system to ensure that the Contractor's employees are notified of deficiencies found in their areas of responsibility; that the noted deficiencies are corrected (if possible); and that these employees are counseled/retrained as necessary to ensure that deficiencies do not recur;

D. A system that provides for Government access to all contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to contractor quality control inspections and any corrective actions taken;

E. How the corporate/home office will provide contract support, services, and controls;

F. The identity of all personnel who will be performing QCP inspections by name, title, and type of inspection each is authorized to perform. Note: The person who actually performed the work being inspected shall not perform Quality Control Inspections.

The COTR will return, within 3 days of receipt by the Government, the QCP to the Contractor approved or requiring revisions or corrections by the Contractor. If revisions or corrections are required, the Contractor shall resubmit its QCP, within 5 days of receipt from the COTR, with the requested revisions or corrections. Revisions or corrections, if any, to the contractor's QCP during the life of the contract shall be made in these specified timeframes respectively. The Contractor shall not implement any change to its QCP prior to review and approval by the COTR.

C.6.2 QUALITY CONTROL (QC) INSPECTIONS – The contractor shall perform Quality Control inspections by qualified (i.e. - personnel sufficiently knowledgeable of all technical aspects covered under this contract which would allow identification/discovery of improperly performed services) personnel, and provide documentation of the results to the COTR on a weekly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports shall be provided to the COTR.

C.7 QUALITY ASSURANCE – The Government will assure quality of services as outlined/specified in Section E and its Quality Assurance Surveillance Plan (QASP) (Exhibit J.5).

C.8. QUALITY REQUIREMENTS – CUSTODIAL (Basic Services): All space utilized by the occupants of the ATSPC and childcare center are covered by this Contract. Services that are provided as Basic Services include all services required on a daily or weekly basis as well as some periodic services. Defined standards for each of the processes involved, in the way of recurring services, are listed in paragraphs C.8.1 through C.8.6 and subparagraphs.

All areas to be cleaned shall present a lustrous, uniform appearance of cleanliness (refer to the definition of "clean" in paragraph C.2.2). The contractor shall ensure papers and personal items are not disturbed during performance of services.

C.8.1. ROOM CLEANING

Room cleaning includes all office areas, class rooms, file rooms, libraries, conference rooms, ADP areas, health unit and the corridor space adjacent to those areas. Section C.8.1 applies to all room cleaning except as noted in sections C.8.1 through C.8.4. The contractor shall clean carpets and mats, doors, drinking fountains, floors, furniture/level surfaces, glass, metal surfaces, waste containers, loading dock, ceilings, columns, and windows/blinds as specified below.

C.8.1.1 FLOORS - Flooring of various types, e.g., access, raised, ceramic tile, concrete, and vinyl flooring, etc., (including corners and baseboards, and under and around all furniture), shall be clean and dry, buffed to a shine, free from buildup of finish or sealant, discolored grout, food, leaves, mop marks, marks from cleaning equipment, paper waste, scuff and heel and other traffic marks, skipped areas, soap build-up, staples, string, etc. Floors shall present a clean

appearance, and a high level of luster. Grout shall be clean and uniform in appearance. The Contractor shall provide appropriate floor care system(s) designed to maintain each and every type of floor surface in the facility in accordance with current industry practices and flooring manufacturers' recommendations.

Note: Under no circumstances shall dry stripping methods be used.

C.8.1.2 DOORS (including hardware) - Doors of all types including, but not limited to emergency exits, employee entrances, glass doors, office doors, and plastic curtains in dock area shall be clean. Panic bars, kick plates, doorknobs, hardware, and thresholds shall be cleaned and sanitized, and shall reflect a sheen.

C.8.1.3 DRINKING FOUNTAINS - Drinking fountains shall be clean, maintained at a high level of sanitation, and have a polished and lustrous appearance.

C.8.1.4 CARPETS AND MATS - Carpets/mats shall be vacuumed to remove obvious dirt and debris. Carpets, rugs, and walk-off mats shall be clean, dry, and uniform in appearance. Cleaned spots shall blend with adjacent areas of carpet. Carpet cleaning shall be performed using a low moisture cleaning method, which leaves little or no residue. The cleaning agent used shall be a completely synthetic, biodegradable detergent that is fast drying. Suitable commercial or industrial equipment shall be used to remove all foreign matter and loosen matted pile. Contractor shall report all mats and rugs that are worn to the point of needing repair or replacement to the COTR.

C.8.1.5 FURNITURE/LEVEL SURFACES - Furniture and other horizontal and vertical surfaces, including but not limited to desk tops, chair rungs, coat racks, corners, counters, crevices, knee wells, ledges, moldings, partitions tops, plant containers (IRS furnished), tables [tops and legs], etc, shall be clean.

C.8.1.6 GLASS - All glass surfaces, including but not limited to that over and in exterior doors, around entrances, lobbies, vestibules, cafeteria, canteens, offices, revolving doors, outside coverings, inside windows and doors, frosted glass in conference rooms, and Plexiglas surfaces (e.g., bulletin boards) shall reflect sheen, and be clean and free of film, hand marks, streaks, and any other extraneous matter.

C.8.1.7 METAL SURFACES - All metal surfaces shall be clean and bright and polished to a uniform luster.

C.8.1.8 WASTE CONTAINERS - Waste containers, inclusive of trash receptacles, wastebaskets, trashcans, trash hampers, diaper pails, recycling bins, ashtrays, or any container holding trash, paper, or refuse of any type, shall be emptied and clean, sanitized, and washed, and maintained with clean liners, free of odors, visible dirt, discarded materials, and trash.

C.8.1.9 LOADING AREAS, RAMPS AND GARAGES (INCLUDES PLATFORMS AND DOCKS)

Area shall be free of all paper, trash, empty bottles and other discarded material. Dirt shall not be left in corners, crevices or where sweepings are picked up. The floor shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar oil spots, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

C.8.1.10 WALLS, CEILINGS, COLUMNS - Walls (including fabric, vinyl, and metal wall coverings), ceilings, columns, and anything affixed to or included in surfaces, i.e. clocks, signs, and vents, shall be clean and reflect a clean appearance.

C.8.1.11 WINDOWS/BLINDS

A. Window Washing: All window glass, interior and exterior, including guardhouse, cafeteria, and all plate glass around entrances, lobbies, and vestibules shall be clean and free of excessive moisture, and streaks. Windows, sashes, sills, woodwork and other surroundings of interior glass shall be free of drippings and other watermarks. Both sides of glass shall be clean.

B. Washing/Dusting Blinds: All sides of blinds, cords, cord tapes, and chains, shall be clean, straight and even.

Notes:

- (1) Coordinate with COTR to clean windows in limited access areas.
- (2) Report defective cords and tapes to the COTR.

C.8.2 SPECIFIC ROOM CLEANING SERVICES – The contractor shall police areas to ensure supplies are sufficiently re-stocked, interior is clean, presentable in appearance, and free of discarded materials. The following areas shall include services as specified in paragraph C.8.1 and its subparagraphs in addition to specific requirements as follows:

C.8.2.1. COMPUTER ROOMS

Raised flooring: - Periodically inspect beneath the floors and vacuum underneath as needed.

NOTES:

1. A non-conductor nozzle will be used to minimize the possibility of an electrical accident when vacuuming under the machines.
2. Vacuum nozzle will be connected to an external vacuum or an adequately sealed or filtered container.
3. Steel wool will not be used in any way to clean this area. A damp mop is to be used.
4. Security areas will be identified by the COTR. In some of these areas, cleaners are permitted to enter and perform their work unescorted. In others, the cleaner will be admitted only by an authorized occupant who will observe the cleaner until the work is completed. In security areas, the cleaning work may be done at night and some during daytime office hours. The contractor shall familiarize themselves with circumstances concerning the cleaning of security areas in the building.

C.8.2.2 CLASSROOMS AND CONFERENCE ROOMS (including Director's Conference Rooms)

The Contractor shall wash all tabletops, and (unless the phrase "Do Not Erase" is present) all portable chalkboards, dry erase boards and visual display boards, chalkboards, and eraser trays.

C.8.3 RESTROOM AND/OR CLINICAL CLEANING – (including Childcare Facility, Cafeteria, Health Unit, Public and Private Restrooms):

Restroom/Clinical Cleaning includes all quality requirements specified in paragraph C.8.1 and its sub-paragraphs, in addition to requiring that rooms be disinfected and free of deposits, scum, streaks and odors and shall reflect a uniform lustrous appearance. Items requiring restroom/clinical cleaning are floors, walls, ceilings, fixtures, supply dispensers/waste receptacles, and restrooms. In addition to the requirements of this paragraph, items listed below shall be maintained as specified in sub-paragraphs C.8.3.1 through C.8.5, below.

Note: All restroom/clinical cleaning requirements shall be performed so as not to interfere with the operations of the building.

C.8.3.1 FLOORS, WALLS, CEILINGS - Floors, walls (including fabric, vinyl, and metal wall coverings), ceilings (including recessed areas and vents), level surfaces, and partitions shall be cleaned utilizing a cleaner disinfectant, and a non-toxic germicidal solution. The floors, including corners and baseboards, shall be clean and dry, and shall present an overall appearance of cleanliness and luster. Grout shall be clean and uniform in appearance, free of discoloration. There shall be no obvious signs of foreign matter on any surface. Flooring will be maintained at a high level of luster and be free of all types of marks.

C.8.3.2 FIXTURES - Fixtures (including porcelain surfaces, stalls, locks, hinges, brackets, mirrors/glass, dispensers, receptacles, etc.) shall be clean and bright. Surfaces shall be clean, free of tape, and foreign matter. Janitorial closet sinks and spigots shall be clean, sanitized and free of standing water.

C.8.3.3 SUPPLY DISPENSERS/WASTE RECEPTACLES Supply dispensers shall be replenished to adequately meet customer needs at all times. Waste and sanitary napkin receptacles shall be emptied, cleaned, and disinfected. Liner bags shall be replaced daily with new ones. Liner bags removed from the sanitary napkin receptacles shall be collected in separate containers for disposal. There shall be no obvious signs of dust on any surface. Deodorizers are to be regularly changed as needed.

C.8.3.4 AREAS REQUIRING RESTROOM/CLINICAL CLEANING SERVICES: In addition to those services specified in C.8.3 .1 through C.8.3.3 above, the contractor shall perform services specified below in paragraphs C.8.3.5 through C.8.3.8.

C.8.3.4.1 CHILD CARE FACILITY – Specific requirements pertaining to the Child Care Facility follows:

A. OFFICE AREAS, ENTRANCE AREAS, ETC. (Nightly cleaning (between 6:30 PM and 5:00 AM, Monday through Friday): (1) All trash receptacles are to be emptied and trash removed to a collection point designated by the COTR (liners are to be furnished). All trash receptacles are to be cleaned inside and out as needed. (2) Vacuum all carpet, taking care to move furniture for thorough cleaning. (3) Clean and polish drinking fountain. (4) Thoroughly dust all horizontal surfaces, including desk tops, file cabinets, window sills, chairs, tables, pictures and other furnishings. (5) Clean and disinfect telephones. (6) Dust mop hard surface floors with a treated dust mop, sweep, corners and edges. (7) Wet mop hard surface floors using a cleaning agent with disinfectant. Rinse as needed. (8) Clean door frames, window frames and entrance glass. (9) Spot clean partition glass. (10) Remove all splash marks and spillage from classroom walls. (11) Clean and polish mirrors.

B. RESTROOMS: (1) Stock with tissue, towel and hand soap. (2) Empty sanitary napkin receptacles and damp wipe with disinfectant. (3) Empty trash receptacles and wipe inside and outside. (4) Clean and polish mirrors. (5) Wipe towel cabinet covers. (6) Toilet seats are to be cleaned on both sides and disinfected. (7) Thoroughly clean and disinfect all basin. Polish all bright work. (8) Dust partitions, top of mirrors and frames. (9) Remove splash marks from walls and around basins. (10) Wet mop and rinse restroom floors, using a disinfectant.

C. KITCHEN: Wet mop and rinse kitchen floor, using a disinfectant.

D. WEEKLY CLEANING: (1) Clean all vertical surfaces of desks, file cabinets, chairs, tables and other office furniture. (2) Power vacuum all carpeting, taking care to get into corners, along edges and beneath furniture. (3) Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture. (4) Spray buff hard surface floors, may require moving of furniture necessary. (5) Spot clean all carpet. (6) Remove fingerprints and marks from wall and door frames.

E. MONTHLY CLEANING: (1) High dust in areas that are not dusted during weekly or daily cleaning. (2) Clean, rinse, and refinish composition floor covering in those areas that show excessive wear. (3) Vacuum all upholstered furniture. (4) Clean blinds. (5) Clean baseboards.

F. QUARTERLY CLEANING: (1) Clean interior windows. (2) Clean and deodorize all carpets. Cleaning may be needed more often in infant and toddler rooms when directed by the COTR. (3) Strip and refinish all floors.

G. MISCELLANEOUS: (1) Secure building nightly upon departure. (2) Keep janitorial closets neat and clean. (3) Defective building equipment such as plumbing, lights, door, gates, shall be brought to the attention of the COTR. (4) The COTR will be informed of the personnel cleaning the site, and proper identification will be presented.

Note: Employees cleaning Child Care Facilities are subject to federal state, and local law governing health screening requirements prior to commencing employment.

C.8.3.4.2 CAFETERIA: Cleaning and custodial services shall be performed on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. Floor surfaces shall be maintained clean and free of debris or foreign matter. Tables and chairs shall be clean and shiny. Glass shall be clean. The finished area shall have uniformly high luster without unsightly finish buildup.

The following services shall be provided as indicated and performed on a weekday between the hours of 7:30 AM and 4:00 PM.

A. DAILY: (1) Spot clean tile walls and posts. (2) As required, sweep and damp mop resilient tile. (3) Vacuum carpet before and after meals and breaks. (4) Spot clean carpets, as necessary. (5) Before and after meals empty trash and rubbish cans at locations designated by the COTR. (6) Wipe clean tables and chairs before and after meals and breaks. (7) Clean trash receptacles. (8) Damp wipe all doors, door windows, and window glass frames, as needed. (9) Clean microwave ovens, as needed, but at least once per day.

B. WEEKLY: (1) Dust wall murals and remove any spots or spills. (2) Wipe clean table pedestals.

C. BI-MONTHLY: Shampoo carpet as directed by the COTR, but no less than every other month.

D. SEMI-ANNUALLY: Clean all wall surfaces 70" or more above the floor (high cleaning).

E. The following services shall also be provided weekly and should be accomplished on Friday nights from 10:00 PM to 12:00 AM and Sunday nights from 9:00 PM to 5:30 AM Monday morning, except Mondays that are Federal Holidays: (1) As required, sweep and damp mop all resilient tile. (2) Spot clean tile walls and posts. (3) Empty and clean all trash receptacles. (4) Clean all doors, door windows, door frames, mural frames and window glass frames. (5) Vacuum carpet, damp mop tile and spot clean carpet as needed. (6) Damp wipe tables and chairs as needed. (7) Clean microwave ovens

F. VENDING MACHINE AREA CLEANING: Clean surface of vending machines as needed and mop floor in vending machine area of the cafeteria after breakfast (7:45 AM - 8:45 AM), after morning break (10:45 AM – 11:00 AM), and after lunch (after 1:30 PM).

C.8.3.4.3 HEALTH UNIT – Contractor shall accomplish the following Health Unit cleaning during the day shift: (1) Clean/police the Health Unit Complex (2) Disinfect the work surfaces, counter tops in examination rooms and individual rooms and medicine/supply shelves with a sterile cleaner. (3) Empty and clean waste cans. (4) Sweep/damp mop exam room, treatment rooms, etc. (5) Clean restrooms.

NOTE: Other duties such as vacuuming of the floor, complete cleaning of the restrooms, and cleaning of sinks will be done by other janitorial employees during night shift hours, or hours as designated and coordinated between the Contractor and the COTR.

C.8.3.4.5 RESTROOM CLEANING (includes private rest rooms) - In addition to the quality requirements specified in paragraph C.8.1, the contractor shall ensure toilets and urinals in restrooms are cleaned to the standards described in paragraph C.8.3.1. All sinks and their spigots in janitorial closets are to be clean and free of standing water. Procedures to prevent bacterial growth shall also be implemented. Additionally, restrooms shall be maintained free of odors, discarded materials and trash. Trash and sanitary napkins shall be collected and disposed of at a location designated by the COTR.

Toilets and urinals shall be cleaned, disinfected and free of urine deposits, rust, soap film, odor, and other deposits. Grout on walls and floor tiles shall be clean and free of mildew, and shall reflect a clean, lustrous, uniform appearance.

Paper and soap dispensers and other supplies shall be replenished daily or as often as necessary to ensure that they do not run out. Hand soap will be a lanolin-type with a pleasant smell for rest rooms and will be approved by the COTR prior to placement in the toilet. Services also require daytime policing to ensure that supplies are re-stocked.

Note: All restroom cleaning requirements shall be performed so as not to interfere with the operations of the building. Males shall provide cleaning and policing services in the male restrooms, and females in the female restrooms. This does not necessarily apply when floor maintenance is being accomplished.

Safety Alert: The contractor is responsible for ensuring that contract employees wear rubber gloves or disposable gloves while cleaning.

C.8.4 EXTERIOR CLEANING – (includes Guard Booth(s) and Control Room, Bus Shelter, Telephone Booths, Outside Rest Areas)

Ash containers/waste receptacles shall be emptied, cleaned and sanitized on interior and exterior surfaces, free of ashes, odor, stains, and trash. Sand shall be provided and placed in applicable containers. Dayshift policing is required. Sidewalks, outside entrances, etc., shall be washed and cleaned as necessary.

C.8.5 DUMPSTER, TRASH COLLECTION, TRASH REMOVAL, RECYCLING/EMPTYING WASTE CONTAINERS, AND DEBRIS PICKUP SERVICES

All waste containers shall be emptied and plastic liners replaced and changed as needed. Waste containers, including recycling containers, shall be cleaned inside and outside. All trash hampers must be washed and disinfected as needed. Contractor shall also remove and dispose of Boxes and other items marked "TRASH." Waste that falls on the floor and outside grounds during the waste removal shall be picked up and disposed of by the Contractor.

NOTE: All solid waste collected as a requirement of this contract shall be removed and transported to a processing facility that has been certified by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency.

C.8.6 PEST CONTROL SERVICES

C.8.6.1 GENERAL: Pest control services shall be provided as a part of basic custodial services and includes those measures necessary to prevent and control insects, rodents, and other pests. The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, removal, repellant, pesticide application, and trapping of pests that include, but are not limited to the following: ants, bees, flies, insects, millipedes, moles, mosquitoes, roaches, rodents, and spiders. Inspections and treatment shall be accomplished as often as necessary, but inspections are required at least monthly.

The Contractor shall perform routine pest control services that do not adversely affect tenant health or productivity during regular hours of operation in the building. When it is necessary to perform work outside of the regularly schedule hours, the Contractor shall notify the COTR at least one day in advance.

Insect control is defined as those measures which are necessary to suppress crawling and flying insect populations including arachnids within the buildings and adjoining terrain of the Federal facility covered by use of properly registered and labeled pesticide products and

approved devices. This includes the full area of the cafeteria i.e., kitchen, serving area, dining area, dry goods area, etc.

Rodent control is defined as those measures necessary to suppress populations of rats, mice, and/or any other mammalian species which become a pest within the buildings and all adjoining terrain of the Federal premises covered by this contract. This includes the full area of the cafeteria i.e., kitchen, serving area, dining area, dry goods area, etc.

The rodent control measures required of the contractor include repelling, trapping, and poisoning programs directed at providing environmentally safe space for Federal agency personnel. Rat holes in lawn and shrubbery shall be filled by the contractor.

Pest Control: Treat ant mounds along curbs, walks, drives, shrubs, flowers, to include all areas within 10 feet of the building. The following pest control functions are not included in this contract: bat control, bird control, snake control, pest control in concessions space, termite control (except swarming termites), and fumigation.

Programs for the control of rodents and insects shall be continuously in effect, and there shall be no signs of infestation. As required, additional inspections and treatments shall be accomplished at no additional cost to the Government. Responses to complaints shall be made within 24 hours.

C.8.6.2 SAFETY PRECAUTIONS:

- A. Prior to use, a list of all pesticides to be used shall be submitted to the COTR for approval.
- B. Services which do not adversely affect tenant productivity or employee health may be performed during regular work hours of operation in the various buildings as authorized by the COTR.
- C. All containers holding pesticides shall be properly labeled with the name and strength of the chemical agent therein.
- D. If combustible materials are to be stored on the premises they must be labeled with the fire hazard potential of the materials and stored in locked metal cabinets.
- E. Appropriate protective clothing and gear consistent with the type of pesticide being used shall be provided and worn during application. Protective clothing equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- F. If poisoned baits are used, the COTR shall be notified in advance of the dates and locations in which such baits will be present.
- G. The contractor shall be certified for pest control as required by law. Approved mechanical or electrical devices may be integrated with pesticide programs with the concurrence of the Government.
- H. During the treatment periods, the contractor will submit a daily report to the COTR of the work performed. This report shall state the location in the building, conditions found, remedial action taken, and the results obtained.

C.8.6.3 PESTICIDE APPLICATION - The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COTR, and shall use only pesticides that comply with the provision of the Federal Insecticide, Fungicide, and Rodenticide Act (7 USC 136 et seq.) as Control Act of 1971, Public Law 92-516 (86 Statute 973), and the regulations issued thereunder. The Contractor may use approved mechanical or electronic devices integrated with pesticides with concurrence of the COTR.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventive pesticide treatments of areas where inspections indicate a potential insect or rodent infestation are acceptable on a case-by-case basis.

The Contractor is responsible for proper disposal of pesticide, waste, mixing, and storage containers in accordance with EPA, State, County, and local ordinances and codes. In no case shall pesticide waste be poured into the sanitary sewage system.

C.8.7 ADDITIONAL REQUIREMENTS – CUSTODIAL (Additional Services): Additional Services includes cleaning of any items not included under basic services due to the rare need to clean them. They include, but is not limited to, the items listed in C.8.7.1 through C.8.7.4 below.

ORDERS FOR ADDITIONAL SERVICES: The COTR will place orders for Additional Services when the required services exceed the Basic Services covered by this contract. The COTR may place the orders verbally but will confirm them in writing. The contractor and COTR will concur on details of the required additional service and will establish the maximum number of hours for which the contractor will be compensated. Except in an emergency, Additional Services will be requested at least 8 hours in advance. The contractor shall perform these services in accordance with the contract terms. Timeframe for performance of ordered services will be mutually agreed between the Government and the Contractor, and will be established at the time the services are ordered. If agreement cannot be reached on a timeframe for contractor to perform the services, the matter will be referred to the Contracting Officer for resolution.

C.8.7.1 CARPET SHAMPOOING: The contractor shall provide cleaning of carpet, including related furniture moving, when requested at least 24 hours in advance and in writing by the COTR or CO. Oral requests shall be confirmed in writing. These services shall be performed in accordance with the specifications contained herein.

C.8.7.2 ADDITIONAL TRASH PICK-UPS: The contractor shall provide additional trash pick-ups when requested in writing by the COTR or CO. Oral requests shall be confirmed in writing.

C.8.7.3 SNOW REMOVAL: The contractor shall provide snow removal services, as necessary, when requested in writing by the COTR or CO. Oral requests shall be confirmed in writing. These services shall include the removal of snow and ice accumulation from steps, landings, sidewalks, and entryways.

C.9 QUALITY REQUIREMENTS - GROUNDS MAINTENANCE (Basic Services): This requirement covers maintenance of the outside grounds at the ATSPC and Shadyland Childcare Center as listed in exhibits J.1 and J.2. Landscape services shall be performed, by the contractor, on a continuous cycle to maintain evenly cut green grass, neatly edged, free of weeds and debris; weed-free beds of healthy, correctly pruned, fertilized, cultivated, mulched plants and flowers; straight standing, mulched, healthy trees free of insects and disease; and grounds free of leaves, pine cones, needles, straw, and other debris. The grounds shall reflect an overall well-manicured appearance.

The contractor shall provide the following services as a part of basic grounds maintenance: Grass Cutting, edging, plant and shrub pruning, cultivation and mulching, fertilization, herbiciding, ditch/curb cleaning, fence line maintenance, raking, irrigation, grassing, insect and disease control, and installation of "color". Defined standards for each of the processes involved are as follows:

C.9.1 GRASS CUTTING - All grassed areas shall remain at a uniform height. Grass cutting is to be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. No grass trimmings shall be left in any of the beds or in the courtyards. Sidewalks shall be swept or vacuumed free of any resulting dirt and debris.

C.9.2 TRIMMING: Trimming operations shall be considered a part of grass cutting and shall be accomplished concurrently (same day) with grass cutting operation. Grass cutting will not be considered complete until all trimming operations are accomplished. Shrubs shall be pruned of dead, diseased or damaged branches, using the best practices of the trade. Wounds from cuttings larger than one inch in diameter shall be painted with tree wound paint. All dead shrubs shall be removed as directed by the COTR. The Contractor shall repair or replace grassed areas, trees, or shrubs which are killed or damaged as a result of the Contractor's work at no cost to the Government.

C.9.3 EDGING – Edging should also be accomplished concurrently with grass cutting. All sidewalks, driveways, street edges, curbs, and other paved areas shall be edged to maintain a clear zone immediately adjacent to the paved surface. Edged lines shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, and uneven and rough cutting. Extreme care shall be exercised to prevent damage to concrete during the edging process.

In conjunction with the performance of edging all vegetation shall be removed from expansion joints and cracks in all paved surfaces, including sidewalks and parking lots, in the parcel being edged.

In conjunction with edging, Contractor shall police all grounds where work is performed at the end of the work day. He shall pick up all stones, sticks, tree branches, paper and other debris and remove them from the premises. He shall also sweep all driveways, parking areas and sidewalks where grass trimmings are evident and remove grass trimmings and other debris from the premises.

C.9.4 PLANT AND SHRUB PRUNING: Tree Pruning: Contractor shall prune all trees, including those along creek banks, in the picnic area, and between the creek and Buford Highway as necessary to keep the lowest limbs 7 feet above ground level. This includes any broken limbs resulting from ice or snow storms.

Contractor shall paint tree wounds that are larger than 1 inch in diameter with tree wound paint and haul all cut limbs away.

Shrub Pruning: Contractor shall prune all shrubs removing dead, diseased, or damaged branches, as directed by the COTR or his/her representative.

Contractor shall paint tree wounds from cuttings that are larger than 1 inch in diameter with tree wound paint. Contractor shall remove all dead shrubs as directed by the COTR, and cut stumps below ground level and cover the holes with dirt.

C.9.5 MULCHING - Shrubs, hedges, and flowerbeds shall be mulched as necessary to maintain a healthy appearance. All bed edging shall be realigned as needed. Mulch in bed areas, such as wood bark chips, pine straw, etc., shall be well groomed after cultivation.

C.9.6 FERTILIZATION - The Contractor shall ensure that correct soil conditions are maintained for each tree, shrub, flower, grass or plant in order to promote optimum growth, correct

environment, and obvious good health for the species of plant, e.g., grass shall be of a lush, green color.

Fertilizer used shall contain the appropriate nutrients and shall not be offensive to the smell. Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

C.9.7 WATERING – The contractor shall maintain a watering schedule for all lawn areas, shrubs, etc., to maintain their greenness and prevent excess dryness. Generally, this shall be accomplished a minimum of once each week, in the absence of rain. Such schedule shall be coordinated with the COTR and shall conform to any watering restrictions set forth by DeKalb County.

NOTE: Wholesale watering of all grass is not required; however, watering of the lawn area containing flowers in the front of the building is required. Contractor shall provide all water hoses.

C.9.7 GRASSING – The Contractor shall periodically re-seed or re-sod bare or thinning spots in the turf (up to 10 square feet) to maintain the uniform appearance.

C.9.8 HERBICIDES – Property shall be maintained weed-free, with special focus on entrances and other high-visibility areas. The Contractor shall apply herbicides to kill all weeds, wild onions and other foreign grasses in all areas of the property, including grass and weeds in parking areas or paved walkways around building.

Trees shall be sprayed to control bark beetle. Herbicides shall be applied to eradicate pre-emergence, post-emergence, and broadleaf weed. Contractor shall replace all plant(s), tree(s), etc. damaged or killed as a result of using herbicides with plant(s), tree(s), etc. of equal species and size, at no additional cost to the Government.

(1) Control Methods. The Contractor shall utilize only herbicides registered by the EPA and applicable state lead agency for the use intended. Use shall be in strict compliance with label directions for the control of the target weeds. Any proposed changes in approved herbicide usage shall be submitted for the COTR's approval at least five working days in advance of the anticipated need.

(2) Herbicide Use Records. The contractor shall maintain records of all herbicide usage on a contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available upon request from the COTR for inspection.

C.9.9 INSECT AND DISEASE CONTROL - The Contractor shall implement a continuous program and provide services necessary for the control and eradication of insects, using only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1972, Public Law 92516, and the regulations issued thereunder. Contractor personnel performing these services shall be licensed pest control technicians.

The Contractor does not have the responsibility for the control of disease; however, in his/her observation of the trees, shrubs and grass, the Contractor shall note the presence of such disease and shall immediately report same to the COTR.

Reporting Diseases: The contractor does not have responsibility for the control of diseases. However, through his/her regular observation of the trees, shrubs, and grass, the contractor shall note the presence of any such diseases and shall immediately report his findings to the COTR.

C.9.10 MISCELLANEOUS

Ground Cover Plants: Grass and weeds shall not be permitted to grow above the ground cover; therefore, all ground cover plants shall be kept trimmed from borders, sidewalks, streets and/or parking areas.

Removal of Vines: At the beginning of contract performance, the contractor shall be responsible for removing all vines growing on, or along, the fences. This includes the removal of all growth of kudzu vines on the premises. The kudzu grows on or along the fence at the front of the property (Buford Highway). Although kudzu growth may die back during the winter months, it proliferates each spring. The removal of all such vines, including kudzu, shall be performed during the entire term of the contract.

Dead Leaves and Limbs: As necessary to maintain a clean, neat appearance. Contractor shall rake up and haul away all dead leaves and limbs that fall from trees located on the premises.

Day Care Center Playground: The mulched area of the Day Care Center playground shall be maintained at a minimum depth of 6 inches. In addition, any mulch lost through heavy rains shall be replaced within five days after each such occurrence, weather permitting.

C.9.11 ADDITIONAL REQUIREMENTS - GROUNDS MAINTENANCE (Additional Services):

Additional Services may be utilized for improvements and beautification of the grounds not covered under Basic Services, such as planting additional and/or transplanting small trees, flowers, shrubs, etc. including new planting of in-season flowers. These services will be requested in writing and the exact requirement, e.g., type of flower color, etc., will be provided when services are requested. The price for additional services is subject to negotiation between the Government and the contractor, to insure that the cost to the Government is fair and reasonable. Prior to performing services the Contractor will provide the COTR with an estimate of the price. Based on his personal knowledge or market research, the COTR will determine if the price is fair and reasonable. If the estimated price is unacceptable, the COTR, will advise the Contractor why the price is unacceptable. If the COTR's concerns are not satisfied, he will notify the CO who will conduct necessary discussions to obtain a price adjustment or determine that the price is fair and reasonable.

NOTE: Replacement of newly planted flowers that die immediately following a new planting of in-season flowers will be the responsibility of the Contractor.

Orders for Additional Services: The COTR will place orders for Additional Services when the required services exceed the Basic Services covered by this contract. The COTR will request an estimate from the Contractor prior to preparation of written requests for these additional services. Upon contractor receipt of the written request, the contractor shall perform services as appropriate. Except in an emergency, Additional Services will be requested at least 8 hours in advance. Timeframe for performance of ordered services will be mutually agreed between the Government and the Contractor, and will be established at the time the services are ordered. If

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agreement cannot be reached on a timeframe for contractor to perform the services, the matter will be referred to the Contracting Officer for resolution.

Section D
Packaging and Marking

D.1 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information including forms, reports, invoices, etc. to the Contracting Officer or the Contracting Officer's Technical Representative shall be paid by the contractor.

D.2 MARKING REQUIREMENTS

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative shall clearly indicate the following information:

(Agency)

(Description of Contents)

(Contract Number)

(Contractor's Name and Address)

Section E

Inspection and Acceptance

E.1 52.252-2 Clauses Incorporated by Reference - As prescribed in 52.107(b), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	(AUG 1996)

E.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performed under this contract shall be made by the Contracting Officer's Technical Representative (COTR) or duly authorized representatives.

E.3 PERFORMANCE REQUIREMENTS SUMMARY TABLE DESCRIPTION

The Performance Requirements Summary is provided as Exhibit 4 of Section J. The purpose of this attachment is to identify the contract requirements in summary form as follows:

Service Requirement (Column 1): This column contains a brief summary of each service requirement either.

Contract Paragraph Number (Column 2): This column identifies the paragraph number of the requirement in Section C which specifies the service requirement.

Standard (Column 3): This column identifies the performance standard to be met.

Maximum Allowable Degrees of Deviation from Requirement (Column 4): This column shows the number of times the service can be rated unacceptable before being declared unsatisfactory. If service is rated unacceptable fewer than the indicated times it is satisfactory, however payment deductions are taken for observed defects not reworked by the Contractor.

Method of Surveillance (Column 5): This column shows the method of surveillance anticipated for the service requirement. The Government is not restricted to using the methods chosen and shown in Column 5.

Calculation of Deductions (Column 6): This column explains the basis for deductions.

E.4 CONTRACT SURVEILLANCE:

The Government will execute a quality assurance program using surveillance techniques and levels of inspection deemed appropriate to assure contract compliance. The Government may change surveillance methods or levels of inspection at any time. The Government's Quality Assurance Surveillance Plan is provided as Exhibit 5 of Section J.

When random sampling is used for surveillance, payment for unsatisfactory performance will be adjusted by the observed nonconforming items projected across the total population of services for the invoice period, adjusted for specific work satisfactorily re-performed. Observed defects external to the sample will not be used as a basis for deduction projection, but will be considered in payment for rework. The projected defect rate will be adjusted in the Contractor's favor by rounding down to the nearest whole number to establish a more statistically confident indication of the Contractor's true performance.

When other than random sampling is used for surveillance, payment for unsatisfactory performance of work will be adjusted by those nonconforming work items actually observed and which were not re-performed.

When surveillance efforts indicate that the Contractor's performance is unsatisfactory, the Contractor will be notified and appropriate administrative fees will be taken in addition to the payment deductions discussed above. The Contractor shall be assessed an administrative fee for surveillance of unsatisfactory work in accordance with the Payment Deduction Clause below:

E.5 PAYMENT REDUCTION CLAUSE

1. REDUCTIONS FOR UNSATISFACTORY OR NON-PERFORMED WORK

All contractually specified work is subject to inspection by the COTR or a duly authorized representative. If work is found unsatisfactory as a result of these inspections the Government may reduce payments to the Contractor by an amount equal to the value of the unsatisfactory or non-performed work, as determined by the Contracting Officer using the procedures described in the following paragraphs. Payment may be deducted from any payment due the Contractor. In the event the Contractor disagrees with the Contracting Officer as to any reduction, such disagreement shall be subject to the contract clause entitled "Disputes".

2. ADJUSTING PAYMENTS

(a) Under the Inspection of Services clause (FAR 52.246-4) of this contract, payments may be adjusted if any services do not conform to contract requirements. The Contracting Officer will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 15th workday of the month following the performance period for which the deductions are to be made.

(b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted.

Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deduction as proposed.

(c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust subsequent payments under the contract accordingly

3. DEDUCTIONS

(a) Inspection sheets prepared by Government Inspectors shall identify work inspected and indicate if performance is satisfactory or unsatisfactory. Any task identified as critical that is not performed or re-performed satisfactorily will result in the entire space inspected being determined unsatisfactory and is subject to the application of deductions. In large open areas, the building support columns or other obvious dividers will be considered in determining the composition of an individual office when deductions are being made.

(b) Deductions will be applied at a fixed rate per 1000 square feet of space determined unsatisfactory. For custodial services, the rate will be calculated using the fixed monthly rate for basic services and total net cleaning space of 290,549 currently 277,588 square feet for the 4800 Building and 4466 for the Childcare Center. The deduction rate for grounds maintenance will be calculated using the fixed monthly rate for grounds maintenance and 640,121 square feet, total outside area to be maintained for both locations. These rates will need to be recalculated if the monthly rate changes as a result of increased costs or changes in the space to be maintained.

EXAMPLE OF DEDUCTION RATE CALCULATION

The following calculation is based on a monthly rate of \$101,406 and area to be maintained of 290,549 square feet.

1. Monthly rate divided by square feet: \$101,406 divided by 290,549 = \$.35 per square foot per month
2. Monthly rate of \$.35 per square foot divided by 21 workdays = \$.0166 per square foot per day
3. Square foot per day rate of \$.0166 multiplied by 1000 = \$16.60 per 1000 square feet

EXCEPTIONS TO SQUARE FEET: If computing reductions for failure to perform a certain task and square feet do not apply other methods may be used to arrive at the area not serviced, e.g.:

1. Emptying or cleaning trashcans, the area that the container is considered to serve will be considered 1000 square feet.
2. Edging and trimming, linear feet may be used.

(c) APPLICATION OF DEDUCTIONS (Non-Performance)

(1) Daily Services - If the Contractor fails to perform satisfactorily or omits work required for performance, the Contractor's attention shall be called to this failure or omission. Deductions may be made from any monies due or to become due to the Contractor to cover the cost of the service omitted or not satisfactorily performed. Costs to be deducted under this

paragraph will be determined by using the deduction rate calculated in accordance with the instructions above. Deductions may be applied for each day that service is not performed or remains unsatisfactory.

(2) Periodic Services - If the Contractor fails to perform satisfactorily, omits, or fails to reschedule tasks as outlined in the Contractor's approved periodic schedule, the Contracting Officer or his designated representative shall give the Contractor written notice of the failure or omission. Once notified, if the Contractor does not complete the work within the time allotted by the Contracting Officer or his designated representative the work may be performed by other means and the cost thereof shall be deducted from monies due or to become due the Contractor. Failure of the Contractor to perform, or if the omitted or unsatisfactory work cannot be rescheduled, deductions for the total amount of unsatisfactory space at the calculated deduction rate will be taken from any monies due or to become due the Contractor.

(3) Quality Control Inspections - In the event the scheduled inspections as identified in the approved quality control program are not accomplished, a deduction shall be made from any monies due or to become due to the Contractor. The Government will determine the time (man-hours) necessary to make the inspection, including any travel time required and multiply the total by the current hourly rate for supervisors.

(4) Withholding Monies for Non-Submission of Work Schedules - The Contractor is required to submit an acceptable quality control program and/or an annual schedule of periodic service by dates and areas not later than the contract performance date. The Contracting Officer (CO) or the designated representative may grant an extension. In the event the schedules are not received and approved by the Contracting Officer's Technical Representative (COTR) by the date required, the COTR may recommend to the CO withholding of all payments until the submittals are received and approved. The CO will notify the Contractor in writing in the event that payments are withheld.

E.6 INSPECTION, ACCEPTANCE AND RECEIVING CERTIFICATION

The Contracting Officer's Technical Representative (COTR), or other authorized Government representative, will place a statement substantially the same as follows on the file copy of the Contractor's invoice:

INSPECTION, ACCEPTANCE, AND RECEIVING CERTIFICATION

The listed items have been: received, inspected, and accepted by me or under my supervision and they conform to contract requirements, except as noted below or on attached documents.

Signature and typed name
of authorized Government
representative

Date

Section F DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)

F.2 PLACE OF PERFORMANCE

The Contractor shall perform all work under this contract at: Internal Revenue Service, Atlanta Submission Processing Center, 4800 Buford Highway, Chamblee, GA 30341; and ATSC/Childcare Center, 2355 Chamblee-Tucker Road, Chamblee, GA 30341.

F.3 CONTRACT TERM

This contract covers furnishing of supplies/services herein for a base period of 2 months, four 12-month option renewal periods, and one 10 month option renewal period exercised in accordance with contract terms. Estimated contract term totals 5 years. Work under this contract is expected to commence on or about 08/01/2005.

F.4 CONTRACT DELIVERABLES

Items listed below are considered deliverables under the terms and conditions of this contract. Unless otherwise specified, the contractor shall submit the items to the COTR by the "Required Date" specified. The contractor is not relieved from "delivery" of items not included in the above schedule, but specified elsewhere in this contract. All deliverables are FOB destination.

STATEMENT OF WORK PARAGRAPH	TITLE/DESCRIPTION	REQUIRED DELIVERY
C.1.1	Annual schedule of periodic services.	No later than five workdays after contract start and annually thereafter no later than five workdays after start of contract option
C.1.3	Resumes' and contact information for Project Manager and on-site supervisors	No later than five workdays before contract start or assignment to this contract.

F.4 CONTRACT DELIVERABLES (Continued)

STATEMENT OF WORK PARAGRAPH	TITLE/DESCRIPTION	REQUIRED DELIVERY
C.6.1	Quality Control Plan	Within 10 days of contract start
C.6.2	Documentation of the results of Quality Control Inspections	Weekly
C.8.6.2	List of Pesticides to be used under this contract	Prior to use
H.2	Certificate of Insurance (Submitted to CO)	Within 15 days of start of work under this contract and annually thereafter when policy is renewed
H.6	Forms required for Security Clearance	For New employees – Prior to start of work under the contract For current employees – Prior to five year anniversary of previous clearance

Section G
Contract Administration Data

G.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

G.1.1 CONTRACTING OFFICER

The Contracting Officer for administration of this contract is:

James R. Brown
2888 Woodcock Blvd, Suite 300
Atlanta, GA 30032

The telephone number for the Contracting Officer is: 404-338-9219

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

G.1.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative (COTR) for this contract is:

Vernon Brown
4800 Buford Highway
Chamblee, GA 30341

The telephone number for the COTR is: 770-455-2566

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, approval of invoices, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change and the change will be incorporated into the contract via contract modification.

G.1.3 PROJECT MANAGER

The Contractor's designated Project Manager for this contract is:

Willie Merritt
2201 Glenwood AVE, SE
Atlanta, GA 30316
404-486-8400

The telephone number for the Project Manager is: (404) 486-8400

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

G.2 INVOICE FIXED PRICE

A. Monthly Services

- (1) The Government will pay for services rendered under this contract monthly in arrears for all services satisfactorily received, upon receipt of a properly prepared invoice.
- (2) An original invoice shall be submitted to the invoice address designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as information copies shall be submitted to the COTR and the Contracting Officer concurrently.

Invoice Address:
IRS Beckley Finance Center
P.O. Box 9002
Beckley, West Virginia 25802-9002

- (3) To constitute a proper invoice, the invoice must be submitted in accordance with FAR 52.232-25 and include the following information documentation:
 - (a) Name of the business concern and invoice date;
 - (b) Contract number, or other authorization for delivery of property and/or services.
 - (c) Description, price, and quantity of property and services actually delivered or rendered;
 - (d) Shipping and payment terms;
 - (e) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - (f) Taxpayer Identification Number (TIN) - Employer Identification Number.

B. Additional Services

- (1) Additional services as quoted in Section B will be ordered by the COTR or CO on an as-needed basis, in accordance with the terms and conditions of the contract. The Contractor shall respond to additional service requests as stated in Section C, paragraphs C.1.1, C.8.7 and C.9.11.
- (2) Invoices for additional services shall indicate the contract number and call order number.

G.3 REDUCTION OF SPACE

In the event the COTR deems it necessary to suspend periodic tasks (tasks scheduled for monthly or less frequently) due to building conditions (e.g. building remodeling, etc.), and the suspended tasks cannot be rescheduled within a reasonable time frame (as determined by the

COTR), and when blocks of space totaling 2,500 square feet or more are expected to remain unoccupied for 30 calendar days or longer, and are expected to be reoccupied, adjustments to the monthly payments due the contractor will be made as specified in paragraph G.4.1b below.

a. Procedures.

The COTR will give the contractor or his/her representative a written notice no less than three full working days in advance stating when the areas are to be dropped from or returned to the normal cleaning schedule. The period for adjustment for unoccupied space will start on the effective date specified in the notice and will continue through the day before cleaning is resumed, and will include all work days between, as well. The 2,500 square feet may be made up of small blocks of space and does not have to be contiguous.

b. Computations: Adjustments for space reductions shall be computed using a rate calculated in accordance with Section E, Paragraph E.5:

Example:

1. Monthly rate \$101,406 divided by square feet of 290,549 = \$.35 per square foot per month
2. Monthly rate of \$.35 per square foot divided by 21 workdays = \$.0166 per square foot per day
3. Square foot per day rate of \$.0166 multiplied by 1000 = \$16.60 per 1000 square feet per day

This rate will be multiplied by the square feet of the unoccupied space or area not being maintained.

Example: 2500 square feet divided by 1000 = 2.5 multiplied by \$16.60 (rate per 1000 square feet) = \$41.50 per day.

The daily rate will be multiplied by the number of days that the space is not maintained, e.g.: For 2500 square feet of space not maintained for one month the adjustment will be \$871.50, 21 workdays in a month multiplied by the daily rate for 2500 square feet, \$41.50.

G.4 FINAL PAYMENT

Before final payment is made, the Contractor shall furnish the Contacting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

The final (last) payment will be delayed approximately 45 days to ensure all necessary adjustments for non-performance or unsatisfactory performance have been made and a release of claims has been submitted before the contract is closed out.

Section H

Special Contract Requirements

H.1 SUBCONTRACTING

The Government reserves the right to audit, approve or disapprove the Contractor and any subcontractor(s) employed under this contract. The Contractor is responsible for any subcontractor(s) selected and shall inform all subcontractor(s) of the Government's right to audit. The contractor shall notify the Contracting Officer in writing of any changes in key subcontractors employed under the contract. Upon request, the Contractor shall provide the Contracting Officer copies of subcontracts. This clause in no way conflicts with the provision regarding subcontracting required by Public Law 95-507.

H.2 INSURANCE - WORK ON GOVERNMENT INSTALLATION

a. Within fifteen (15) days after the award of this contract and annual policy renewal (during the contract term), the Contractor shall furnish the Contracting Officer a CERTIFICATE OF INSURANCE as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with FAR clause 52.228-5, Insurance - Work on a Government Installation, in Section I.

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

- (1) Comprehensive General Liability: \$500,000 per occurrence
- (2) Automobile Liability
 - \$200,000 per person
 - \$500,000 per occurrence
 - \$ 20,000 per occurrence for Property damage
- (3) Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.
- (4) Other as required by State Law.

c. The Certificate of Insurance shall provide for at least thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned INSURANCE clause.

H.3 APPLICABLE MINIMUM HOURLY RATES OF WAGES

The attached Wage Determination, No. 94-2213, Rev. No. 27, dated 02/18/2005 (Refer to Section J, Exhibit 6), specifies the minimum hourly rate of wages that shall be paid to hourly employees employed for service under this contract. The rate has been determined by the Secretary of Labor in accordance with the provisions of the Service Contract Act of 1965, as amended.

H.4 SAFETY REQUIREMENTS AND REPORTS

a. Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer's Technical Representative (COTR) to discuss and develop mutual understandings relative to administration of the Safety Program.

b. The Contractor shall report to the COTR, in the manner and on the forms prescribed by the Government, all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the COTR within 24 hours of their occurrence.

c. The Contractor shall submit, to the COTR a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the COTR within 24 hours of the occurrence.

d. Only emergency medical care is available in Government facilities to Contractor employees who suffer on-the-job injury or disease.

H.5 SECURITY and NONDISCLOSURE REQUIREMENTS

H.5.1 SECURITY a. The Contractor shall comply with all security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms that are required to obtain necessary security clearances.

b. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 26 U.S.C.A, Section 7213 (a) (3).

d. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require dissemination of official information will be directed to the COTR.

e. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal for the Government's acceptance and approval of employment.

H.5.2 SAFEGUARDS FOR RETURNS, RETURN INFORMATION OR "OFFICIAL USE ONLY" INFORMATION/CRIMINAL SANCTIONS

In performance of this contract, it is anticipated that contractor employees will come in contact with taxpayer information and other "Official Use Only" information. The Contractor agrees to comply with the requirements below and assumes responsibility for compliance by its officers and employees:

(1) All work performed by employees or subcontractors shall be performed under the supervision of the Contractor through its responsible supervisors.

(2) Any taxpayer information, information marked "For Official Use Only", or information of a private nature observed during the course of contract performance shall be treated as confidential and shall not be divulged or made known in any manner to any person

(3) Contractor shall explain the above requirements and possible penalties, explained below, to all employees and subcontractors.

(4) Disclosure of the information is considered a felony and is punishable by imprisonment up to five years and fines up to \$5,000. Disclosure of return information may also result in award of civil damages of not less than \$1000.

H.6 SECURITY CLEARANCE REQUIREMENTS (NONCLASSIFIED CONTRACT): All Contractor employees will be required to undergo a basic investigation to obtain clearance to work under this contract. The investigation will be completed through the IRS's National Background Investigation Center.

Unless otherwise specified, the contractor shall submit to the COTR within five work days after the starting date of the contract the following for all contract employees who have access to the building in the performance of the required work: Two (2) completed Forms FD-258, Fingerprint Charts; Completed form SF-85P Questionnaire for Public Trust Positions; Fair Credit Release Act Credit Release; and a copy of Form I-9 (Employment Eligibility Verification) maintained by contractor. Completed forms shall be submitted for replacement employees before entrance on duty. The Government will furnish necessary forms.

NOTE: Employees who worked under the previous contract are not required to undergo another investigation until they reach the fifth anniversary of the last investigation.

While the basic investigation is being completed employees may be granted an interim clearance. To obtain an interim clearance, Contractor is required to provide a local police check on employees prior to issuance of a temporary clearance. Under no circumstances shall an employee be permitted to work on the premises prior to receiving clearance by the COTR.

For employees cleared through this process while employed by a contractor who is subsequently replaced by another contractor, in the same building, completed forms shall only be required for those employees if required by the COTR.

An employee of the contractor performing functions at the Internal Revenue Center shall be subject to the same audit and investigative requirements as IRS employees performing the same functions. The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearances to employees of the contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof. The granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government.

H.7 IDENTIFICATION/BUILDING PASS/PARKING

The Contractor shall see that every new employee has an IRS/Contractor identification/building pass before the employee enters on duty. IRS personnel, designated by

the COTR, shall furnish the appropriate agency forms for contractor personnel to complete and return. The Contractor shall see that all badges/passes are worn properly, returned at the end of each shift, and are returned to the COTR as contractor employees are dismissed or terminated, and when the contract expires.

The Contractor shall see that all employees wear their badges during duty hours. The COTR or other designated IRS personnel shall periodically verify badges of contract employees with their personal identification. Any employee without proper identification may be requested to leave the premises.

Contractor employees shall be available for photo identification badges, when required by the Government, on a schedule to be worked out with the COTR. The badges will be made by the Government after a favorable security report has been received on the contractor employees. IRS personnel will take the pictures and furnish the equipment and materials to make the identification badges. Contractor employees shall sign each badge at the time of photographing. The Contractor shall issue the badges to the employees each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building. The Contractor shall see that all badges are returned to the COTR when employees are dismissed or terminated.

The Contractor will notify the COTR when employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges at the rate of \$2.00 per badge. The use of the photo-identification badges will be at the option of the Government.

Contractor and Contractor employees wishing to park on IRS property shall show proof of liability insurance actually in force on vehicles prior to obtaining parking decals. Subject insurance must be maintained at all times while using the IRS parking facility. Denial or loss of parking privileges will result from non-compliance.

H.8 RECORDING PRESENCE

Each Contract employee must sign in when reporting for duty and sign out when leaving at the end of the workday. GSA Form 139, Record of Time Arrival and Departure from Building, or other approved forms designated to be used by the contractor personnel only, shall be used for this purpose. The sign-in and sign-out location will be designated by the COTR.

H.9 STANDARDS OF CONDUCT

All work shall be accomplished in such a manner as to cause no interruption to or interference with the execution of Government business. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and sobriety; and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. All persons employed in the performance of this contract shall, while on the premises, comply with all building regulations. Any contact with IRS employees should be courteous and professional. Any confrontation or controversy between Contractor employees and IRS employees should be reported to the COTR within 24 hours of occurrence.

H.10 REMOVAL FROM DUTY

The Government may also request the Contractor to immediately remove any employee(s) from the work site should it be determined that individuals are being assigned to duty who have been disqualified for either unsuitability or security reasons, or who are found to be unfit for performing during tour(s) of duty. The Contractor must comply with these requests. For clarification, a determination of unfit may be made from, but not limited to, incidents involving the most immediately identifiable type of misconduct or delinquency as set forth below:

- (a) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101 20.3.
- (b) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, or conducting personal affairs during official time.
- (c) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (d) Disorderly conduct, use of abusive or offensive language, quarrelling intimidation by words or actions, or fighting. Also participating in disruptive activities which interferes with the normal and efficient operations of the Government.
- (e) Theft, vandalism, immoral conduct, or any other criminal actions.
- (f) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- (g) Improper use of official authority or credentials.
- (h) Unauthorized use of communications equipment or Government property.
- (i) Causing or abetting any unauthorized access to Government property, release of or access to Government records, or the unauthorized or unlawful harm to Government property or personnel.

The Contracting Officer or the designated COTR will make all determinations regarding the removal of any employee(s) from the work site. In the event of a dispute the Contracting Officer will make the final determination. Specific reason for removal of an employee(s) will be provided to the Contractor in writing.

H.11 INTERFERENCE WITH BUSINESS

The work shall be carried on in such a manner that there will be no interference with the proper execution of Government business. All persons employed in contract work shall, while on the premises, comply with all building regulations.

H.12 PERMITS AND LICENSES

In performance of work under this contract, the contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State and municipal laws. Additional fees necessary because of changes in Federal, State, County, and/or City regulations and laws will be borne by the contractor.

H.13 SPECIFICATION DISCREPANCIES

a. In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted. Adjustments made by the contractor are done so at his/her own risk and expense.

b. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final and conclusive upon the parties, subject only to appeal as provided in FAR Clause 52.233-1 Disputes (APR 1984).

Section I

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

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses Incorporated by Reference

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	(Dec 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER)	(AUG 2000)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
52.211-5	MATERIAL REQUIREMENTS	(AUG 2000)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	(APR 1991)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	(OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(MAY 2004)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	(JAN 1999)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION)	(SEPT 2000)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(APR 2002)
52.222-35	52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)

52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	(DEC 2001)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	(MAY 1989)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	(MAY 1989)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	(JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE	(May 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	(AUG 2003)
52.225-3	BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT)	(OCT2004)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	(JAN 1997)
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS))	(APR 2003)
52.232-1	PAYMENTS (APR 1984)	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (Feb 2002)	(Feb 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	(APR 1984)
52.232-11	EXTRAS (APR 1984)	(APR 1984)
52.232-17	INTEREST (JUNE 1996)	(JUNE 1996)
52.232-23 I	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I (APR 1984)	(APR 1984)
52.232-25	PROMPT PAYMENT (OCT 2003)	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
52.233-1 I	DISPUTES (DEC 1998)--ALTERNATE I	(DEC 1991)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	(APR 1984)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-1 II	CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II	(APR 1984)
52.244-5	COMPETITION IN SUBCONTRACTING)	(DEC 1996)
52.245-1	PROPERTY RECORDS	(APR 1984)
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	(JUN 2003)
52.246-25	LIMITATION OF LIABILITY--SERVICES	(FEB 1997)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(MAY 2004)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I.2 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)

(a) Definitions.

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

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

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. "Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

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

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they

are prior to formal solicitation of any covered Federal action-

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents. (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by

31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable. (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable.

Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

I.3 52.204-7 Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) 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.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors 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.

(End of clause)

I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the end of the contract term.

(End of clause)

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the end of the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION):

Janitor 11150 - \$11.96 & \$10.41, 11090 Gardener - \$19.71, 11210 Grounds Maintenance Laborer - \$15.06

(End of clause)

I.7 52.223-11 OZONE-DEPLETING SUBSTANCES (MAR 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: "WARNING: Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere." *The Contractor shall insert the name of the substance(s).
(End of clause)

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

I.10 IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the

Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to: Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

I.11 IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors

with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

I.12 IR1052-96-070 NEWS RELEASES

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

I.13 IR1052-96-095 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions in this contract.

[End of Clause]

I.14 IR1052-96-115 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

Section J
Section J Contents

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Exhibit J-1
BUILDING INFORMATION (4800)

Building: Internal Revenue Service Center (IRS CENTER)

A. Building Data

Location: 4800 Buford Hwy, Chamblee GA

Number of stories: 1

Building Completed: 1962

* Population: (average): 1100-2300

**Official working hours of building occupants: 7:30am – 4:00pm

B. Building Statistics

Gross area	335,459 SF
Occupiable area	286,083 SF
Net Cleaning Area	277,588 SF
Toilet Fixtures	328 Fixtures
Plate Glass Windows	5,526 SF
Venetian Blinds	155 Blinds
Executive Space:	
Bare Floor:	0 SF
Carpeted	11,312 SF

General Office, File room, Libraries,
Conference rooms, etc:

Bare Floor	197,423 SF
Carpeted	41,412 SF

Raised floor area

Health Unit area	1,434 SF
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Storage Space	6,497 SF
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Hard Floor area to scrubbed:

Cafeteria	6,978 SF
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Vending	969 SF
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Total Rugs and Carpets:

Building	55,245 SF
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Cafeteria	5,037 SF
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Floor area to be dry stripped:	31,780 SF
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C. Outside Grounds

Outside Area to be Policed	550,121 SF
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Parking Lot area	195,862 SF
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Exhibit J.2
BUILDING INFORMATION (Childcare)

Building: Shadyland Childcare Center

2. **Building Data**

Location: 2355 Chamblee-Tucker Road, Chamblee GA
 Number of Stories: 1
 Building completed: 1990
 Population: 76
 Official working hours of building occupants: 6:00am – 6:00pm

3. **Building Statistics**

Gross Area	4,547 SF
Occupiable area	4,466 SF
Net Cleaning area <u>1/</u>	4,466 SF
Corridor	1,008 SF
Toilet Fixtures	7 Fixtures
Sinks	22 sinks
Plate Glass windows	627 SF
General Office and rooms:	
Bare Floor	1,721 SF
Carpeted	1,737 SF
Janitor's Closet	27 SF
Mechanical area	54 SF

4. **Outside Grounds**

Outside Area to be policed	90,000 SF
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Footnotes:

1/ That part of the building that is to be cleaned by the contractor. This includes: corridors, office space, storage space and restrooms.

Exhibit J-3**KEY PERSONNEL RESUME**

This resume is pertinent to the experience and professional background of contract supervisory personnel including the Project Manager. A Key Personnel Resume must be completed for each supervisor who will have a direct job performance relationship with personnel assigned to perform the work requirements of this contract. A copy of each supervisor's Key Personnel Resume shall be provided to the COTR.

PROPOSED POSITION

TITLE: _____

SUPERVISOR'S NAME: _____ AGE: _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION (Years, Months): _____

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF _____ PERSONS

DESCRIPTION AND SCOPE OF CURRENT JOB:

WORK EXPERIENCE (past 10 years in chronological order):

<u>DATE'S</u>	<u>JOB TITLE</u>	<u>COMPANY ADDRESS</u>	<u>SUPERVISOR'S PHONE NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EDUCATIONAL SUMMARY (High school, college, specialized, trade- name/institution, address, periods of attendance, credits, degrees, certificates):

BRIEF STATEMENT OF WHY THIS INDIVIDUAL IS BELIEVED TO BE QUALIFIED FOR WORK UNDER THIS CONTRACT (Use reverse of this page, if necessary).

Exhibit J-4
PERFORMANCE REQUIREMENTS SUMMARY TABLE

Required Service	Paragraph Number	Standard	Maximum Allowable Degree of Variation	Method of Surveillance	Calculation of Reductions
A. Basic Custodial: 1. General cleaning of rooms and other areas of the building, e.g., entrances, lobbies, corridors, exterior, etc.	C.8.1, C.8.2, C.8.3 C.8.4, C.8.5	Clean floors, walls, baseboards, corners and wall edges free of dirt, debris, dust, stains, spots, discolorations.	15%	Unscheduled Inspection & Validated Customer Complaints	See Section E.5, item 3
	C.8.1.1	Floors present a uniform, glossy appearance free of scuff marks, heel marks, and wax build up. Spray buff floors, strip/finish and damp mop floors. Floors, baseboards, corners and wall edges to be free of dirt, debris, dust, stain, spots, discoloration and floors have a uniform, glossy appearance free of scuff marks, heel marks, and wax buildup	15%		
	C.8.1.2	Doors cleaned and sanitized and doorknobs polished.	15%		
	C.8.1.3	Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other obvious soil.	15%		
	C.8.1.4	Carpet/mats shall be kept clean and uniform in appearance, free of all dirt, spots, spillage, stains, rust, frizzing, discoloration, grit, debris, lint, litter, soil and other foreign matter.	15%		
	C.8.1.5	Surfaces of partitions and furniture, including knee wells, chair rungs, table legs, etc are free of dirt and dust.	15%		
	C.8.1.6	Glass and mirrors have no traces of film, dirt, water marks or other foreign matter.	15%		
	C.8.1.7		15%		

Required Service	Paragraph Number	Standard	Maximum Allowable Degree of Variation	Method of Surveillance	Calculation of Reductions
A. Basic Custodial (Continued)	C.8.1.8	Metal surfaces polished.			
		Trash containers are free of odors and visible dirt and are complete with plastic liners that are not soiled or torn. Ash containers are free of ashes, odors and stains.	15%		
	C.8.1.9	(Same as general room cleaning).	0%		
	C.8.1.10	Periodically wet mop finish and floors and high clean walls.			
		Periodically high clean walls ensuring walls, baseboards, corners and wall edges are free of dirt, debris, dust, stain, spots, and discolorations.	0%		
		Wash windows, both sides, leaving no traces of film, dirt, water marks or other foreign matter.	15%		
	C.8.1.11	Venetian blinds free of film, dirt, dust, smudges, water, water marks and other foreign matter.	15%		
	C.8.4	Windows/ Venetian Blinds are free of dirt, dust and smudges. Areas policed to ensure supplies are re-stocked, interior is clean, presentable in appearance, and free of discarded materials.	0%		
	C.8.6	Daily police of outside area, empty ash containers and waste receptacles, clean and wash sidewalks, outside entrances, etc., as necessary. Clean picnic tables in outside rest areas as needed.			

Required Service	Paragraph Number	Standard	Maximum Allowable Degree of Variation	Method of Surveillance	Calculation of Reductions
A. Basic Custodial (Continued) 2. Cafeteria	C.8.3.4.2	Perform Insect and Rodent Control in all areas of the building. Prior to use of all pesticides, submit a list. All containers holding pesticides shall be properly labeled with the name and strength of the chemical agent therein. If combustible materials are to be stored on the premises, they must be labeled with the fire hazard potential of the materials and stored in locked metal containers.	15%	Unscheduled Inspection & Validated Customer Complaints	See Section E.5, item 3
		Inspection and treatment shall be accomplished as needed, but no less than monthly for the duration of the contract.			
		Twice Daily clean floors, walls, baseboards, corners and wall edges free of dirt, debris, dust, stain, spots, discolorations and floors have a glossy uniform appearance free of scuff marks, heel marks, and wax build up. Trash containers are free of odors and visible dirt and are complete with plastic liners that are not soiled or torn. Table surfaces and chairs are free of dirt and dust. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale and other obvious soil. Police area to ensure supplies are re-stocked (if applicable) and area is free of dirt, dust and debris.	15%	Unscheduled Inspection & Validated Customer Complaints	See Section E.5, item 3
3. Restroom Cleaning	C.8.3.4.5	Ensure Restrooms are disinfected at least daily and maintained free of deposits, dirt, stain, scum, streaks and odors. Toilets and urinals are disinfected and free of streaks, stain, scale, scum, urine deposits, rust stain, soap film, odor and other deposits. Grout on		Unscheduled Inspection &	

Required Service	Paragraph Number	Standard	Maximum Allowable Degree of Variation	Method of Surveillance	Calculation of Reductions
B. Basic Grounds Maintenance		walls and floor tiles shall be free of dirt, scum, mildew, residue. Floors shall have a clean uniform appearance. Trash containers are free of Odors and visible dirt. Trash is emptied into appropriate containers and plastic liners are in good condition. Supplies are replenished as needed. Ash containers are emptied and free of ashes, odors and stains. Glass and mirrors have no traces of film, dirt, smudges, scuffs and other foreign matter. Area policed to ensure that supplies are re-stocked and area it is free of dirt, dust and debris.	10% 10% 0%. 0%	Validated Customer Complaints	See Section E.5, item 3
	C.9.1		15%	Unscheduled Inspection & Validated Customer Complaints	
	C.9.2	<u>Weekly</u> spray buff floors <u>Twice Monthly</u> Damp wipe stalls/walls <u>Quarterly</u> strip/finish floors	15%		
	C.9.3	<u>Semi-Annually</u> High clean walls to ensure walls, baseboards, corners and wall edges are free of dirt, debris, dust, stain, spots and discolorations.	15%		
	C.9.4	Grass maintained at a uniform length between 2 and 4 inches in formal areas and 2 and 5 in unimproved areas.	15%		
		Grass trimmed around and underneath fences and around mounds in parking lots to maintain a neat appearance	15%		
	C.9.5	Grass cut away from curbs, sidewalks, driveways and parking areas	0%		
	C.9.6	Prune trees as necessary to keep the lowest limbs, including broken limbs, at least 7 feet	0%		

Required Service	Paragraph Number	Standard	Maximum Allowable Degree of Variation	Method of Surveillance	Calculation of Reductions
	C.9.7	above the ground. Paint tree wounds greater than 1 inch in diameter with tree wound paint.	10%		
	C.9.8	Prune shrubs to remove dead diseased or damaged branches. Remove dead shrubs from the site and remove stumps.	0%		
	C.9.9	Maintain 3 inches of mulch around shrubs and trees at all times	15%		
	C.9.10	Fertilize the lawn, shrubbery, and other plants as necessary and specified in the SOW.			
		Water Plants, grass, and flowers as necessary to maintain their greenness.			
		Rid the lawn, planter, and shrubbery beds of weeds at least weekly if required.			
		Spray trees and shrubs as necessary to control insects and other pests.			
		Keep ground cover free of weeds			
		Grounds should be maintained free of vines (see SOW), dead leaves and limbs.			
		Maintain mulch at Childcare center in accordance with SOW			
		Report diseased plants and grass to the COTR.			

Exhibit J-5
Quality Assurance Surveillance Plan
Atlanta Submission Processing Center
Atlanta, GA

Note: This Quality Assurance Surveillance Plan (QASP) is provided for information only and does not need to be addressed in Offerors' proposal.

1. PURPOSE: This Quality Assurance Surveillance Plan (QASP) has been developed and designed to aid the COTR in providing effective and systematic surveillance of all aspects of the custodial services and grounds maintenance required by the contract. This plan is provided for information only and may be changed at any time. This plan provides for monitoring all contract requirements through a combination of the following methods:

- a. Sampling Guides (attached);
- b. Surveillance Activity Checklists;
- c. Unscheduled Inspections; and
- d. Validated Customer Complaints

2. OBJECTIVE: The objective of this QASP is to provide detail on how the IRS will inspect and evaluate the contractor's performance in key areas. The Government is primarily interested in both timeliness and quality of performance. This plan will focus on the level of performance required by the statement of work, rather than the methodology used by the contractor to achieve that level of performance. The principal method of surveillance will be by unscheduled inspections of selected tasks as they are performed.

3. CONTRACT INSPECTORS: Contract Inspectors for this contract are employees of the Internal Revenue Service's Building Delegation Section at the IRS Atlanta Submission Center and are responsible for the day to day inspection and monitoring of the Contractor's work. The responsibilities of the inspectors include, but are not limited to: inspecting the work to insure compliance with the contract terms and conditions; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the work and generally assisting the COTR in carrying out his responsibilities. The primary method of inspection will be unscheduled inspections.

4. USE of the QASP:

- a. The COTR will use the QASP to:
 - (1) as the basis for documentation of inspections as outlined in this surveillance plan;
 - (2) ensure that adequate inspections are made to determine that Contractor is providing service according to contracts terms and conditions.
 - (3) select tasks, areas, and times for inspection to ensure that all tasks and posts

are periodically inspected.

- b. Monthly checklists will be used to record information on observations and defects. Each defect observed will be recorded on the checklists. These documents will then become a formal government record for later reference. The tally of defects observed at the end of each month will be compared to the maximum allowable degree of deviation. Any discrepancies detected during the course of the surveillance, even if not of sufficient degree to render the service unsatisfactory in terms of the maximum allowable degree of deviation, will require corrective action by the contractor, if appropriate/ possible. Specifics concerning any errors will be recorded in the "Remarks" area of the checklist(s). The Contractor's representative will be asked to initial any such entry.
- c. If, at the conclusion of the month's inspections, it is found that the number of defects exceed the maximum allowable degree of deviation that service may be considered unsatisfactory. If performance in any area is judged unsatisfactory, based on scheduled inspections, the contractor will be given a Contract Discrepancy Report (CDR) by the COTR. When completed and signed, the CDR, along with the checklists, becomes the documentation supporting payment, reduced payment, nonpayment, or other actions as necessary.
- d. During the course of the month, the COTR may receive customer complaints about the quality of service. Each complaint received shall be validated by the COTR to the extent feasible to ensure the service was required and that the standard was not met. If surveillance shows that a specific service is unsatisfactory, customer complaints may be used by the COTR as further evidence of unsatisfactory performance.

5. **Evaluation Procedures.**

a. Unscheduled Inspections Unscheduled inspections may be conducted at any time. Performance defects observed during unscheduled inspections will be documented on an inspection checklist. Inspectors may observe performance of any tasks at anytime that work is being performed and evaluate performance of the Work Requirements.

A Pass (P) or Fail (F) rating will be assigned each task inspected, based on the Performance Criteria listed below. Any Work Requirement task reasonably unavailable for inspection will receive a neutral rating. A brief description of observed defects or actions taken will be

Customer Complaints: The Inspector will record and attempt to validate each customer complaint received. Only complaints validated by the inspector will be documented as an observed defect.

- 1. Documented Defects. Copies of documented performance defects will be provided to the

Contractor within 24 hours of validation by the COTR. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, Payment adjustment Clause.

Analysis of Results.

a. At the end of the month, the COTR will summarize the results of the inspections; compare the number of satisfactory performance ratings to maximum allowable degree of deviation for each Work Requirement and review documented defects, determine if monitoring needs to be increased, and, calculate recommended payment deductions for documented defects in accordance with the "Payment Adjustment Clause" in Section E.

b. The COTR will monitor the Contractor's overall performance and recommend appropriate administrative actions to the Contracting Officer when performance is less than satisfactory.

**QUALITY ASSURANCE SURVEILLANCE PLAN
SAMPLING GUIDE NO. 1
CUSTODIAL BASIC SERVICES**

Contract Requirement**Basic Room Cleaning other than Restrooms and Cafeteria**

Comment [c1]: Each CLIN in Section B must be addressed in the QA Plan

Work Requirements

Quality and Timeliness
lobbies,

Standards of Performance

Clean rooms and all other areas of the building (entrances, corridors, exterior, etc.) in accordance with Section C, C.8.1, C.8.2, C.8.4 and C.8.5 as follows:

Clean floors, walls, (including attachments and edges), baseboards, corners and doors; shall be free of dirt, debris, dust, grime, spots, stains, tape, residue, or any other extraneous matter. Floors shall present a uniform glossy appearance free of scuff marks, heel marks, and wax buildup. Carpets/mats shall be clean and uniform in appearance, free of all dirt, spots, spillage, stains, rust, frizzing, discoloration, grit, debris, lint, litter, soil and other foreign matter. All waste containers, including recycling, shall be emptied, free of odors and dirt and complete with plastic liners that are not soiled or torn. Ash containers shall be free of ashes, odors, and stains. Surfaces of partitions and furniture, including knee wells, chair rungs, table legs, etc., shall be free of dirt and dust. Mirrors shall have no traces of film, dirt, water marks or other foreign matter. Drinking fountains shall be disinfected and free of streaks, stains, spots, smudges, scale and other obvious soil; shall have a polished and lustrous appearance. Windows/blinds shall be free of dirt, dust, smudges. Blinds shall be straight and even on a continuous basis. Window sashes, sills, woodwork and other surroundings shall be free of drippings, dust, dirt, dead insects, and other objects. Areas shall be policed to ensure supplies are restocked, interior is clean, presentable in appearance, and free of discarded materials. Glass (including frosted and Plexiglas) shall be clean, free of smudges, dirt, dust, and shall reflect a sheen. Exterior areas shall be free of debris. Surfaces shall be clean. Classroom and conference room tabletops and boards shall be washed. Metal surfaces shall be polished to ensure that surfaces are free of dust, dirt, finger marks, smears, and stain; shall be clean and bright, polished to a uniform luster. (inclusive of thresholds and door hardware) Horizontal and vertical surfaces above and below 70" from the floor, shall be clean and free of dirt, debris, spots, streaks, cobwebs, spillage, tape, and other foreign matter. Exterior lights and canopies shall be clean and dry, free of dust, dirt, grease, extraneous matter. Water fountain closets shall be clean and sanitized and reflect a clean appearance. Area underneath raised flooring areas shall be vacuumed to remove all debris.

Comment [c2]: We will relook this after the language is finalized in the SOW.

In the Loading Dock area: Plastic curtains shall be clean, dry, sanitized, free of dirt, grime, and other extraneous matter. Floor shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, spray buffed, and strip/finished as needed. Loading area floors are required to have a uniform, not glossy, appearance and shall be free of dirt, debris, dust, other stains and discoloration. Area shall be policed to ensure it is clean, neat and presentable in appearance and free of all discarded materials.

Primary Method of Surveillance: Unscheduled Inspections**Lot Size:** Number of Inspections**Comment [c3]:** This should be the number of times the contractor is required to do something within a specified period.

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of this required service. Defective performance in excess of the AQL is "Unsatisfactory".

Level of Surveillance: This sampling plan will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality of work. It is subject to change based on the results of Unscheduled Inspections.

Comment [c4]: And timeliness

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures:

Inspections: Contract Inspector will visit and observe the selected area at any time it is determined there may be a need to inspect a service requirement or notices deficiencies and evaluate the Work Requirements. Results of each inspection will be documented on an Inspection Report. A "Pass" or "Fail" will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. A "Fail" rating may require contractor re-performance of work. The Contract Inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

a. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

Comment [c5]: If this is the case, shouldn't the PRS clearly define individual tasks?

b. If Random Sampling is used, performance for all service requirements in the lot is considered "Satisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement is equal to or less than the AQL.

c. If Random Sampling is used, performance for all service requirements in the lot is considered "Unsatisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement exceeds the AQL.

d. Deficiencies not corrected on the spot or processes not implemented to correct and prevent the deficiency are a major deficiency and may result in an "Unsatisfactory" rating.

e. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

a. Documented Defects: Within 24 hours of validation by the COTR, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, E.5.

b. At the end of each month, the COTR will compare the number of unsatisfactory ratings to the AQL for each Service Requirement; review the documented defects received from other than random inspection (i.e. - customer complaints); summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modification of the level of inspection accordingly to the Contracting Officer.

c. Recommended payment deductions will be taken in accordance with Section E, E.5 Payment Reduction Clause for all documented defects (to include Validated Customer Complaints) and will be calculated as specified in Section E.5 of the contract.

Suggested Action: Based upon the contractor's performance the COTR may initiate corrective action, recommend corrective action to the CO, and/or change the level of inspection.

Payment Computation: See Section E, E.5 Payment Reduction Clause

Comment [c6]: Do you have this?

**QUALITY ASSURANCE SURVEILLANCE PLAN
SAMPLING GUIDE NO. 2
CUSTODIAL BASIC SERVICES**

Contract Requirement**Basic Cleaning – Restrooms (public and private)****Work Requirements**

Quality and Timeliness

Standards of Performance

Clean restroom area in accordance with Section C, C.8.3 as follows:

Clean and sanitize ceilings, floors, walls, and fixtures (Inclusive of stalls, locks, hinges, and brackets). Toilets and urinals shall be disinfected and free of streaks, stain, scale, scum, urine deposits, rust, soap film, odor, and other deposits. Grout on walls and floor tiles shall be free of dirt, scum, mildew, residue, and shall reflect a clean, uniform lustrous appearance, free of discoloration. Floors shall present a uniform glossy appearance. All waste containers shall be clean, sanitized, free of odors and visible dirt and complete with plastic liners that are not soiled or torn. Trash shall be emptied in appropriate containers. Supplies shall be replenished to meet customer needs. Dispensers and receptacles shall be clean and shiny. Glass and mirrors shall have no traces of film, dirt, smudges, water marks or other foreign matter, and shall reflect sheen. Areas are policed to ensure supplies are re-stocked, interior is clean, presentable in appearance, and free of discarded materials. Fresh deodorizers shall be supplied.

Comment [c7]: Same as comment for QA Plan A1.

Primary Method of Surveillance: Unscheduled Inspections**Lot Size** umber of inspections

Acceptable Quality Level (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of this required service. Defective performance in excess of the AQL is "Unsatisfactory".

Level of Surveillance: This sampling plan will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspections may either be reduced or tightened.

Sample Lot Size: The sample lot size for the evaluation period will be based on the current level of inspection and the quality of work. It is subject to change based on the results of Unscheduled Inspections.

Sampling Procedures: Unscheduled Inspections are performed on tasks scheduled. There is no special procedure to be followed to initiate unscheduled inspections.

Evaluation Procedures:

Inspections: Contract Inspector will visit and observe the selected area at any time it is determined there may be a need to inspect a service requirement or notices deficiencies and evaluate the Work Requirements. Results of each inspection will be documented on an Inspection Report. A "Pass" or "Fail" will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions

taken will be recorded, if appropriate. A "Fail" rating may require contractor re-performance of work. The Contract Inspector will ascertain whether documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Performance Criteria:

a. Performance for each service requirement contains several tasks. Each Service Requirement will be evaluated based on individual tasks.

Comment [c8]: Same as comment in Plan #1.

b. If Random Sampling is used, performance for all service requirements in the lot is considered "Satisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement is equal to or less than the AQL.

c. If Random Sampling is used, performance for all service requirements in the lot is considered "Unsatisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement exceeds the AQL.

d. Deficiencies not corrected on the spot or processes not implemented to correct and prevent the deficiency is a major deficiency and may result in an "Unsatisfactory" rating.

e. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

Analysis of Results

a. **Documented Defects:** Within 24 hours of validation by the COTR, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, E.5.

b. At the end of each month, the COTR will compare the number of unsatisfactory ratings to the AQL for each Service Requirement; review the documented defects received from other than random inspection (i.e. - customer complaints); summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modification of the level of inspection accordingly to the Contracting Officer.

c. Recommended payment deductions will be taken in accordance with Section E, E.5 Payment Reduction Clause for all documented defects (to include Validated Customer Complaints) and will be calculated as specified in Section E.5 of the contract.

Suggested Action: Based upon the contractor's performance, the COTR may recommend corrective action, issuance of CDR and/or changing the level of inspection.

Payment Computation: See Section E, E.5 Payment Reduction Clause

Comment [c9]: Do you have this?

**QUALITY ASSURANCE SURVEILLANCE PLAN
SAMPLING GUIDE NO. 3
CUSTODIAL BASIC SERVICES**

Contract Requirement**Insect and Rodent Control (All areas of Buildings)****Work Requirements**

Quality and Timeliness

Standards of Performance

Provide pest control services to all areas of the building and the exterior in accordance with Section C, C.8.6 as follows:

Insect and Rodent Control - Insects and Rodents are to be eliminated from the building and preventive measures taken to ensure that they do not return. In the event Insects and Rodents are detected after monthly maintenance is performed, the Contractor shall immediately re-perform until the pests are eliminated. Prior to use, a list of all pesticides to be used shall be submitted to the COTR. At the authorization of the COTR, services which do not adversely affect tenant productivity or employee health may be performed during regular work hours of operation. All containers holding pesticides shall be properly labeled with the name and strength of the chemical agent therein. If combustible materials are to be stored on the premises, they must be labeled with the fire hazard potential of the materials and stored in locked metal containers. Clothing and gear consistent with the type of pesticide being used shall be provided by the Contractor and worn during application. Protective clothing equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Exceptions: Bat, bird, snake control, and termite control (except swarming termites and fumigation) are not included in pest control requirements. A thorough inspection of the premises shall be conducted to locate any infestation and intensive treatment made to eliminate any existing problems during the first month of the contract. Inspection and treatment shall be accomplished as needed, but at least monthly for the duration of the contract.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections and Validated Customer Complaints.

LOT SIZE: Number of times service required.

ACCEPTABLE QUALITY LEVEL (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of this required service. Defective performance in excess of the AQL is "Unsatisfactory".

LEVEL OF SURVEILLANCE: This sampling plan will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspection may be either reduced or tightened.

SAMPLE LOT SIZE: The sample lot size for the evaluation period will be based on the current level of inspection and the quality of work. It is subject to change based on the results of Unscheduled Inspections and Validated Customer Complaints.

SAMPLING PROCEDURES: Unscheduled Inspections are performed on tasks scheduled and completed. All Validated Customer Complaints will initiate inspections by the COTR.

EVALUATION PROCEDURES:

a. Unscheduled Inspections: The COTR will visit and observe the selected area at anytime the COTR determines there may be a need to inspect a service requirement or notices deficiencies and evaluate the Work Requirements. This inspection should occur during or shortly after contractor performance. Results of each inspection will be documented on a "Contract Cleaning Inspection Report". A "Satisfactory" or "Unsatisfactory" will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. An "Unsatisfactory" rating may require contractor re-performance of the work. The COTR will ascertain if documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

b. Validated Customer Complaints: Customer Comments, if applicable will be used as added documentation to supplement unscheduled inspections. The COTR will record and attempt to validate each customer complaint/comment received. Only complaints validated by the COTR will be documented as observed defects.

PERFORMANCE CRITERIA:

a. Performance for each service requirement contains several tasks. The COTR will evaluate each Service Requirement based on individual tasks.

b. If Random Sampling is used, performance for all service requirements in the lot is considered "Satisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement is equal to or less than the AQL.

c. If Random Sampling is used, performance for all service requirements in the lot is considered "Unsatisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement exceeds the AQL.

d. Deficiencies not corrected on the spot or processes not implemented to correct and prevent the deficiency is a major deficiency and may result in an "Unsatisfactory" rating.

e. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

ANALYSIS OF RESULTS:

a. Documented Defects: Within 24 hours of validation by the COTR, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, E.5.

b. At the end of each month, the COTR will compare the number of unsatisfactory ratings to the AQL for each Service Requirement; review the documented defects received from other than random inspection (i.e. - customer complaints); summarize the results of the

inspections; calculate recommended payment deductions for documented defects; and recommend modification of the level of inspection accordingly to the Contracting Officer.

c. Recommended payment deductions will be taken in accordance with Section E, E.5 Payment Reduction Clause for all documented defects (to include Validated Customer Complaints) and will be calculated as specified in Section E.5 of the contract.

SUGGESTED ACTION: Based upon the contractor's performance, the COTR may initiate corrective action, recommend corrective action to the CO, and/or change the level of inspection.

PAYMENT COMPUTATION: See Section E, E.5, Payment Reduction Clause

**QUALITY ASSURANCE SURVEILLANCE PLAN
SAMPLING GUIDE NO. 4
CUSTODIAL BASIC SERVICES**

Contract Requirement**Basic Cleaning of Cafeteria****Work Requirements**

Quality and Timeliness of work

Standards of Performance

Clean area in accordance with Section C.8.3 as specified below:

All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, spray buffed, and strip/finished as needed to ensure they have a uniform, glossy appearance free of dirt, debris, dust, scuff marks, heel marks, wax build up, other stains and discoloration. Baseboards, corners, and/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc.. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position. Contractor employees shall be trained to operate industrial cleaning equipment to ensure floors are not damaged during cleaning.

All trash containers shall be emptied and returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. All debris or liquids remaining in a trash receptacle due to a leaky plastic trash bag must be removed. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such collection trash. The trash shall be deposited in the nearest outside trash collection point. Unless otherwise indicated, trash shall be picked up from all office waste baskets. Dirty trash receptacles shall be washed inside and out and shall be left clean, free of foreign matter, and odors.

The Contractor shall empty all public ashtray urns. Clean ashtrays to remove ashes, odor and stains. Clean all public urns and replace sand. Urns shall be repainted when necessary to maintain clean appearance.

Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

Perform spot cleaning as needed. Spot cleaning includes, but is not limited to removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, door guards, door handles, pushbars, kickplates, light switches, temperature controls and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, break areas, and drinking fountains. After spot cleaning, the surfaces shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.

Police area to ensure that it is clean, neat and presentable in appearance and free of all discarded materials.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled inspections and validated customer complaints.

LOT SIZE: Number of times service required.

ACCEPTABLE QUALITY LEVEL (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance Requirements Summary in the performance of this required service. Defective performance in excess of the AQL is "Unsatisfactory".

LEVEL OF SURVEILLANCE: This sampling plan will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspection may be either reduced or tightened.

SAMPLE LOT SIZE: The sample lot size for the evaluation period will be based on the current level of inspection and the quality of work. It is subject to change based on the results of Unscheduled Inspections and Validated Customer Complaints.

SAMPLING PROCEDURES: Unscheduled Inspections are performed on tasks scheduled and completed. All Validated Customer Complaints will initiate inspections by the COTR.

EVALUATION PROCEDURES:

Unscheduled Inspections: The COTR will visit and observe the selected area at anytime the COTR determines there may be a need to inspect a service requirement or notices deficiencies and evaluate the Work Requirements. This inspection should occur during or shortly after contractor performance. Results of each inspection will be documented on a contract inspection checklist. A "Satisfactory" or "Unsatisfactory" will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. An "Unsatisfactory" rating may require contractor re-performance of the work. The COTR will ascertain if documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

Customer Comments: Customer Comments, if applicable will be used as added documentation to supplement unscheduled inspections. The COTR will record and attempt to validate each customer complaint/comment received. Only complaints validated by the COTR will be documented as observed defects.

PERFORMANCE CRITERIA:

- a. Performance for each service requirement contains several tasks. The COTR will evaluate each Service Requirement based on individual tasks.
- b. If Random Sampling is used, performance for all service requirements in the lot is considered "Satisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement is equal to or less than the AQL.

c. If Random Sampling is used, performance for all service requirements in the lot is considered "Unsatisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement exceeds the AQL.

d. Deficiencies not corrected on the spot or processes not implemented to correct and prevent the deficiency is a major deficiency and may result in an "Unsatisfactory" rating.

e. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

ANALYSIS OF RESULTS:

a. Documented Defects: Within 24 hours of validation by the COTR, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, E.5.

b. At the end of each month, the COTR will compare the number of unsatisfactory ratings to the AQL for each Service Requirement; review the documented defects received from other than random inspection (i.e. - customer complaints); summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modification of the level of inspection accordingly to the Contracting Officer.

c. Recommended payment deductions will be taken in accordance with Section E, E.5 Payment Reduction Clause Section E, E.5 Payment Reduction Clause for all documented defects (to include Validated Customer Complaints) and will be calculated as specified in Section E of the contract.

SUGGESTED ACTION: Based upon the contractor's performance, the COTR may recommend corrective action, issuance of CDR and/or changing the level of inspection.

**SAMPLING GUIDE NO. 5
GROUNDS MAINTENANCE**

Contract Requirement**Basic Grounds Maintenance****Work Requirements:**

Quality and Timeliness of work

Standards of Performance

Provide grounds maintenance services to entire grounds including turf, beds, and fence line in accordance with standards stated in Section C, C.9 and sampling guide No. 5 as follows:

Grass shall be cut to a uniform height between 2 and 4", free of scalping, rutting, bruising, and uneven and rough cutting. Trimming operations shall be accomplished concurrently, without damage to trees and shrubs. Edging shall be accomplished maintaining a clear zone ½" wide by 1" deep, free of scalping, rutting, bruising, and uneven and rough cutting. In conjunction, all vegetation shall be removed from expansion joints and cracks.

Fence line shall be free of grass, weeds, trees (less than 2" in diameter at ground level), and all other vegetative growth on both sides of fence, and no holes shall exist underneath or adjacent to fence.

Resulting debris from all of the above work shall be removed offsite the same working day. Contractor shall provide services necessary for the control and eradication of insects, using Federally approved pesticides.

Raking shall be accomplished to remove leaves, pine straw, pine cones, pine needles, limbs, and all other debris from the area. Beds shall be maintained to ensure healthy growth of plants and flowers.

Shrubs, hedges, and flowerbeds shall be cultivated and mulched as necessary to maintain a healthy appearance. All bed edging shall be realigned as needed. Shall be well groomed after cultivation. Plants shall be pruned to remove new growth to evenly form and balance the plant in order to shape it according to its growth habits. Contractor shall re-seed or re-sod bare or thinning spots in the turf (up to 10 sq ft) to maintain uniform appearance.

Herbicides shall be applied to kill all weeds, wild onions and other foreign grasses in all areas of the property. Trees shall be sprayed to control pests and disease.

Contractor shall ensure that correct soil conditions are maintained for each tree, shrub, flower, grass or plant in order to promote optimum growth, correct environment, and obvious good health.

Fertilizer shall contain proper nutrients and shall not be offensive to the smell.

PRIMARY METHOD OF SURVEILLANCE: Unscheduled Inspections

LOT SIZE: Number of times service required.

ACCEPTABLE QUALITY LEVEL (AQL): If Random Sampling is used, within each month there shall be no more than the number of defects allowed by the Performance

Requirements Summary in the performance of this required service. Defective performance in excess of the AQL is "Unsatisfactory".

LEVEL OF SURVEILLANCE: This sampling plan (QASP # B) will be used initially for contract inspection. Based on observed defects in contract performance, subsequent inspection may be either reduced or tightened.

SAMPLE LOT SIZE: The sample lot size for the evaluation period will be based on the current level of inspection and the quality of work. It is subject to change based on the results of Unscheduled Inspections and Validated Customer Complaints.

SAMPLING PROCEDURES: Unscheduled Inspections are performed on tasks scheduled and completed. All Validated Customer Complaints will initiate inspections by the COTR.

EVALUATION PROCEDURES:

a. **Unscheduled Inspections:** The COTR will visit and observe the selected area at anytime the COTR determines there may be a need to inspect a service requirement or notices deficiencies and evaluate the Work Requirements. This inspection should occur during or shortly after contractor performance. Results of each inspection will be documented on an inspection checklist. A "Satisfactory" or "Unsatisfactory" will be assigned to each task inspected based on the Performance Criteria listed below. A brief description of observed defects or actions taken will be recorded, if appropriate. An "Unsatisfactory" rating may require contractor re-performance of the work. The COTR will ascertain if documented deficiencies were corrected and processes implemented to ensure recurrence of the deficiency is prevented.

b. **Validated Customer Complaints:** Customer Comments, if applicable will be used as added documentation to supplement unscheduled inspections. The COTR will record and attempt to validate each customer complaint/comment received. Only complaints validated by the COTR will be documented as observed defects.

PERFORMANCE CRITERIA:

a. Performance for each service requirement contains several tasks. The COTR will evaluate each Service Requirement based on individual tasks.

b. If Random Sampling is used, performance for all service requirements in the lot is considered "Satisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement is equal to or less than the AQL.

c. If Random Sampling is used, performance for all service requirements in the lot is considered "Unsatisfactory" for the sampling period if the number of documented "Unsatisfactory" performance ratings for that specific performance requirement exceeds the AQL.

d. Deficiencies not corrected on the spot or processes not implemented to correct and prevent the deficiency is a major deficiency and may result in an "Unsatisfactory" rating.

e. Whether the sample lot is satisfactory/unsatisfactory, each work requirement receiving an unsatisfactory performance rating is subject to a payment deduction.

ANALYSIS OF RESULTS:

a. Documented Defects: Within 24 hours of validation by the COTR, copies of documented performance defects will be provided to the Contractor. Performance defects represent a loss in value to the Government and are subject to payment deductions. Refer to Section E, E.5.

b. At the end of each month, the COTR will compare the number of unsatisfactory ratings to the AQL for each Service Requirement; review the documented defects received from other than random inspection (i.e. - customer complaints); summarize the results of the inspections; calculate recommended payment deductions for documented defects; and recommend modification of the level of inspection accordingly to the Contracting Officer.

c. Recommended payment deductions will be taken in accordance with Section E, E.5 Payment Reduction Clause for all documented defects (to include Validated Customer Complaints) and will be calculated as specified in Section E.5 of the contract.

SUGGESTED ACTION: Based upon the contractor's performance, the COTR may recommend corrective action, issuance of CDR and/or changing the level of inspection.

Exhibit J-6

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2133
Director	Wage Determinations	Revision No.: 28
		Date Of Last Revision: 05/23/2005

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.38
01012 - Accounting Clerk II	13.15
01013 - Accounting Clerk III	14.38
01014 - Accounting Clerk IV	16.09
01030 - Court Reporter	17.37
01050 - Dispatcher, Motor Vehicle	18.36
01060 - Document Preparation Clerk	12.54
01070 - Messenger (Courier)	9.86
01090 - Duplicating Machine Operator	12.54
01110 - Film/Tape Librarian	12.77
01115 - General Clerk I	9.81
01116 - General Clerk II	11.37
01117 - General Clerk III	13.93
01118 - General Clerk IV	14.85
01120 - Housing Referral Assistant	19.86
01131 - Key Entry Operator I	12.32
01132 - Key Entry Operator II	13.98
01191 - Order Clerk I	11.11
01192 - Order Clerk II	12.64
01261 - Personnel Assistant (Employment) I	12.35
01262 - Personnel Assistant (Employment) II	14.25
01263 - Personnel Assistant (Employment) III	16.74
01264 - Personnel Assistant (Employment) IV	18.79
01270 - Production Control Clerk	15.58
01290 - Rental Clerk	11.85
01300 - Scheduler, Maintenance	14.57
01311 - Secretary I	14.57
01312 - Secretary II	17.37
01313 - Secretary III	19.86
01314 - Secretary IV	22.89
01315 - Secretary V	28.15
01320 - Service Order Dispatcher	15.22
01341 - Stenographer I	13.60

01342 - Stenographer II	15.85
01400 - Supply Technician	21.82
01420 - Survey Worker (Interviewer)	15.21
01460 - Switchboard Operator-Receptionist	11.53
01510 - Test Examiner	17.37
01520 - Test Proctor	17.37
01531 - Travel Clerk I	12.03
01532 - Travel Clerk II	13.14
01533 - Travel Clerk III	14.15
01611 - Word Processor I	12.55
01612 - Word Processor II	14.41
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.48
03041 - Computer Operator I	15.18
03042 - Computer Operator II	17.43
03043 - Computer Operator III	19.44
03044 - Computer Operator IV	21.60
03045 - Computer Operator V	24.77
03071 - Computer Programmer I (1)	21.41
03072 - Computer Programmer II (1)	23.01
03073 - Computer Programmer III (1)	27.58
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.18
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.01
05010 - Automotive Glass Installer	17.71
05040 - Automotive Worker	17.71
05070 - Electrician, Automotive	18.90
05100 - Mobile Equipment Servicer	15.33
05130 - Motor Equipment Metal Mechanic	19.90
05160 - Motor Equipment Metal Worker	17.71
05190 - Motor Vehicle Mechanic	19.90
05220 - Motor Vehicle Mechanic Helper	15.40
05250 - Motor Vehicle Upholstery Worker	16.71
05280 - Motor Vehicle Wrecker	17.71
05310 - Painter, Automotive	18.90
05340 - Radiator Repair Specialist	17.71
05370 - Tire Repairer	13.80
05400 - Transmission Repair Specialist	19.90
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.53
07010 - Baker	11.09
07041 - Cook I	10.63
07042 - Cook II	12.08
07070 - Dishwasher	8.50
07130 - Meat Cutter	11.46
07250 - Waiter/Waitress	7.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.64
09040 - Furniture Handler	12.05
09070 - Furniture Refinisher	15.46
09100 - Furniture Refinisher Helper	11.95
09110 - Furniture Repairer, Minor	14.06
09130 - Upholsterer	15.46
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.16
11060 - Elevator Operator	9.00

11090 - Gardener	12.82
11121 - House Keeping Aid I	8.25
11122 - House Keeping Aid II	9.00
11150 - Janitor	9.83
11210 - Laborer, Grounds Maintenance	10.41
11240 - Maid or Houseman	8.30
11270 - Pest Controller	13.26
11300 - Refuse Collector	9.83
11330 - Tractor Operator	12.36
11360 - Window Cleaner	11.25
12000 - Health Occupations	
12020 - Dental Assistant	14.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.66
12071 - Licensed Practical Nurse I	13.15
12072 - Licensed Practical Nurse II	14.76
12073 - Licensed Practical Nurse III	16.56
12100 - Medical Assistant	12.47
12130 - Medical Laboratory Technician	13.99
12160 - Medical Record Clerk	13.71
12190 - Medical Record Technician	15.03
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.86
12223 - Nursing Assistant III	10.77
12224 - Nursing Assistant IV	12.08
12250 - Pharmacy Technician	13.52
12280 - Phlebotomist	12.08
12311 - Registered Nurse I	20.91
12312 - Registered Nurse II	25.29
12313 - Registered Nurse II, Specialist	25.29
12314 - Registered Nurse III	30.56
12315 - Registered Nurse III, Anesthetist	30.56
12316 - Registered Nurse IV	36.63
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.15
13011 - Exhibits Specialist I	16.24
13012 - Exhibits Specialist II	20.11
13013 - Exhibits Specialist III	24.23
13041 - Illustrator I	18.99
13042 - Illustrator II	23.52
13043 - Illustrator III	28.34
13047 - Librarian	25.87
13050 - Library Technician	14.50
13071 - Photographer I	14.44
13072 - Photographer II	15.01
13073 - Photographer III	18.59
13074 - Photographer IV	22.40
13075 - Photographer V	23.86
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.55
15030 - Counter Attendant	8.55
15040 - Dry Cleaner	10.97
15070 - Finisher, Flatwork, Machine	8.55
15090 - Presser, Hand	8.55
15100 - Presser, Machine, Drycleaning	8.55
15130 - Presser, Machine, Shirts	8.55
15160 - Presser, Machine, Wearing Apparel, Laundry	8.55
15190 - Sewing Machine Operator	11.85
15220 - Tailor	13.06
15250 - Washer, Machine	9.68
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.46

19040 - Tool and Die Maker	22.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.03
21020 - Material Coordinator	17.64
21030 - Material Expediter	17.64
21040 - Material Handling Laborer	12.00
21050 - Order Filler	11.87
21071 - Forklift Operator	14.08
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.35
21130 - Shipping Packer	13.35
21140 - Store Worker I	10.71
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.08
21210 - Tools and Parts Attendant	14.08
21400 - Warehouse Specialist	14.38
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.66
23040 - Aircraft Mechanic Helper	15.11
23050 - Aircraft Quality Control Inspector	21.75
23060 - Aircraft Servicer	17.34
23070 - Aircraft Worker	18.45
23100 - Appliance Mechanic	18.74
23120 - Bicycle Repairer	12.83
23125 - Cable Splicer	20.60
23130 - Carpenter, Maintenance	15.53
23140 - Carpet Layer	16.22
23160 - Electrician, Maintenance	21.69
23181 - Electronics Technician, Maintenance I	17.35
23182 - Electronics Technician, Maintenance II	23.51
23183 - Electronics Technician, Maintenance III	25.98
23260 - Fabric Worker	13.70
23290 - Fire Alarm System Mechanic	17.12
23310 - Fire Extinguisher Repairer	13.66
23340 - Fuel Distribution System Mechanic	18.92
23370 - General Maintenance Worker	14.78
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.81
23430 - Heavy Equipment Mechanic	18.03
23440 - Heavy Equipment Operator	18.23
23460 - Instrument Mechanic	18.33
23470 - Laborer	9.92
23500 - Locksmith	15.46
23530 - Machinery Maintenance Mechanic	19.00
23550 - Machinist, Maintenance	18.32
23580 - Maintenance Trades Helper	12.53
23640 - Millwright	20.19
23700 - Office Appliance Repairer	17.36
23740 - Painter, Aircraft	18.56
23760 - Painter, Maintenance	15.66
23790 - Pipefitter, Maintenance	20.24
23800 - Plumber, Maintenance	19.27
23820 - Pneudraulic Systems Mechanic	18.33
23850 - Rigger	17.96
23870 - Scale Mechanic	16.22
23890 - Sheet-Metal Worker, Maintenance	19.19
23910 - Small Engine Mechanic	14.58
23930 - Telecommunication Mechanic I	19.76
23931 - Telecommunication Mechanic II	21.81
23950 - Telephone Lineman	19.76
23960 - Welder, Combination, Maintenance	16.33
23965 - Well Driller	16.33
23970 - Woodcraft Worker	17.11

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23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.55
24580 - Child Care Center Clerk	10.22
24600 - Chore Aid	9.94
24630 - Homemaker	13.83
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	17.01
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	13.15
25210 - Water Treatment Plant Operator	15.46
27000 - Protective Service Occupations	
(not set) - Police Officer	17.27
27004 - Alarm Monitor	14.36
27006 - Corrections Officer	14.13
27010 - Court Security Officer	15.66
27040 - Detention Officer	15.32
27070 - Firefighter	16.29
27101 - Guard I	9.22
27102 - Guard II	14.54
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.14
28020 - Hatch Tender	17.14
28030 - Line Handler	17.14
28040 - Stevedore I	16.09
28050 - Stevedore II	18.38
29000 - Technical Occupations	
21150 - Graphic Artist	22.27
29010 - Air Traffic Control Specialist, Center (2)	32.10
29011 - Air Traffic Control Specialist, Station (2)	22.13
29012 - Air Traffic Control Specialist, Terminal (2)	24.37
29023 - Archeological Technician I	16.97
29024 - Archeological Technician II	18.99
29025 - Archeological Technician III	23.52
29030 - Cartographic Technician	23.52
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	18.59
29061 - Drafter I	14.41
29062 - Drafter II	18.27
29063 - Drafter III	18.99
29064 - Drafter IV	23.52
29081 - Engineering Technician I	15.28
29082 - Engineering Technician II	19.31
29083 - Engineering Technician III	20.68
29084 - Engineering Technician IV	24.19
29085 - Engineering Technician V	28.22
29086 - Engineering Technician VI	30.59
29090 - Environmental Technician	20.68
29100 - Flight Simulator/Instructor (Pilot)	30.01
29160 - Instructor	25.27
29210 - Laboratory Technician	16.42
29240 - Mathematical Technician	18.80
29361 - Paralegal/Legal Assistant I	17.52
29362 - Paralegal/Legal Assistant II	21.25
29363 - Paralegal/Legal Assistant III	25.93
29364 - Paralegal/Legal Assistant IV	29.03
29390 - Photooptics Technician	22.75
29480 - Technical Writer	27.18
29491 - Unexploded Ordnance (UXO) Technician I	20.40
29492 - Unexploded Ordnance (UXO) Technician II	24.68

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29493 - Unexploded Ordnance (UXO) Technician III	29.58
29494 - Unexploded (UXO) Safety Escort	20.40
29495 - Unexploded (UXO) Sweep Personnel	20.40
29620 - Weather Observer, Senior (3)	26.41
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20.09
29622 - Weather Observer, Upper Air (3)	20.09
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.76
31260 - Parking and Lot Attendant	8.15
31290 - Shuttle Bus Driver	12.75
31300 - Taxi Driver	9.73
31361 - Truckdriver, Light Truck	13.00
31362 - Truckdriver, Medium Truck	14.55
31363 - Truckdriver, Heavy Truck	17.24
31364 - Truckdriver, Tractor-Trailer	17.24
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.12
99030 - Cashier	8.96
99041 - Carnival Equipment Operator	10.16
99042 - Carnival Equipment Repairer	11.81
99043 - Carnival Worker	7.62
99050 - Desk Clerk	9.20
99095 - Embalmer	18.37
99300 - Lifeguard	10.21
99310 - Mortician	20.21
99350 - Park Attendant (Aide)	11.53
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.21
99500 - Recreation Specialist	10.25
99510 - Recycling Worker	13.07
99610 - Sales Clerk	9.69
99620 - School Crossing Guard (Crosswalk Attendant)	9.83
99630 - Sport Official	8.88
99658 - Survey Party Chief (Chief of Party)	15.71
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.98
99660 - Surveying Aide	9.35
99690 - Swimming Pool Operator	14.27
99720 - Vending Machine Attendant	11.69
99730 - Vending Machine Repairer	14.27
99740 - Vending Machine Repairer Helper	11.69

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

Section K

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at

. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

HELPFUL HINTS FROM SEVEN STEPS TEAM: PWS does a good job of detailing WHAT has to be done, and the performance measures and metrics described in Sections E and J (Att. 4 & 5) do a good job of explaining how contractor performance will be evaluated. This will require the QA folks to clearly understand the QASP, and follow it closely. Sec. C.5 should be reduced to say they need a qualified PM on site and that it is the Contractor's responsibility to provide trained employees.