



RFP No. DACW09-01-R-0017

U.S. ARMY CORPS
OF ENGINEERS
LOS ANGELES DISTRICT

MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS

L.A. AND SAN BERNARDINO COUNTIES

SERVICE SOLICITATION

100% SMALL BUSINESS SET-ASIDE

OCTOBER 2001

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SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

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2. CONTRACT NO.	3. SOLICITATION NO. DACW09-01-R-0017	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 4 OCT 2001	6. REQUISITION/PURCHASE NO. W81EYN-1206-0017
7. ISSUED BY USAED - L.A. P.O. BOX 532711, SPLCT-E (sANDRA HALL) L.A., CA 90053-2325		8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 911 WILSHIRE BLVD., STE 1040 until 1400 local time 11/01/01
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SANDRA HALL	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (213) 452-3243
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	40-109
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5-30	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	110-131
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and relaxed documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA
		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12.00	Months	\$ _____	\$ _____
	MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS IN LOS ANGELES COUNTY, EXCLUDING COMPTON CREEK; INCLUDES L.A. RIVER, SAN GABRIEL RIVER, RIO HONDO RIVER, BALLONA CREEK, HAINES CANYON, ALHAMBRA WASH, SAN JOSE CREEK AND BURBANK WESTERN CHANNEL.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12.00	Months	\$ _____	\$ _____
	MAINTENANCE OF COMPTON CREEK, L.A.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12.00	Months	\$ _____	\$ _____
	MAINTENANCE OF CHANNEL PROJECTS IN SANTA ANA RIVER BASIN (SAN BERNARDINO COUNTY ONLY); INCLUDES CHINO CREEK AND SAN ANTONIO WASH.				

TOTAL AMOUNT BASE YEAR:

\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					

**OPTION YEAR ONE:
COMMENCING AFTER THE DATE OF EXPIRATION OF THE BASE CONTRACT YEAR.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		12.00	Months	\$ _____	\$ _____
	MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS IN L.A. COUNTY, EXCLUDING COMPTON CREEK. TO INCLUDE L.A. RIVER, SAN GABRIEL RIVER, RIO HONDO RIVER, BALLONA CREEK, HAINES CANYON, ALHAMBRA WASH, SAN JOSE CREEK AND BURBANK WESTERN CHANNEL.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		12.00	Months	\$ _____	\$ _____
	MAINTENANCE OF COMPTON CREEK, L.A. COUNTY				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		12.00	Months	\$ _____	\$ _____
	MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNEL PROJECTS IN SANTA ANA RIVER BASIN (SAN BERNARDINO COUNTY ONLY), TO INCLUDE CHINO CREEK AND SAN ANTONIO WASH				

TOTAL AMOUNT, OPTION YEAR ONE:

\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					

**OPTION YEAR TWO:
COMMENCING AFTER THE DATE OF EXPIRATION OF OPTION
YEAR ONE**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS N L.A. COUNTY, EXCLUDING COMPTON CREEK. TO INCLUDE L.A. RIVER, SAN GABRIEL RIVER, RIO HONDO RIVER, BALLONA CREEK, HAINES CANYON, ALHAMBRA WASH, BURBANK WESTERN CHANNEL AND SAN JOSE CREEK

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF COMPTON CREEK, L.A. COUNTY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF L.A. DISTRICT LOO CONTROL CHANNELS IN SANTA ANA RIVER BASIN (SAN BERNARDINO COUNTY ONLY). TO INCLDUE CHINO CREEK AND SAN ANTONIO WASH

TOTAL AMOUNT OPTION YEAR TWO:

\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					

**OPTION YEAR THREE:
COMMENCING AFTER THE DATE OF EXPIRATION OF OPTION
YEAR TWO**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS IN L.A. COUNTY, EXCLUDING COMPTON CREEK. TO INCLUDE L.A. RIVER, SAN GABRIEL RIVER, RIO HONDO RIVER, BALLONA CREEK, HAINES CANYON, ALHAMBRA WASH, BURBANK WESTERN CHANNEL AND SAN JOSE CREEK.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF COMPTON CREEK IN L.A. COUNTY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNEL IN SANTA ANA RIVER BASIN (SAN BERNARDINO COUNTY ONLY). TO INCLUDE CHINO CREEK ADN SAN ANTONIO WASH

TOTAL AMOUNT OPTION YEAR THREE:

\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007					

**OPTION YEAR FOUR:
COMMENCING AFTER THE DATE OF EXPIRATION OF OPTION
YEAR THREE.**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS IN L.A. COUNTY, EXCLUDING COMPTON CREEK. TO INCLUDE L.A. RIVER, SAN GABRIEL RIVER, RIO HONDO RIVER, BALLONA CREEK, HAINES CANYON, ALHAMBRA WASH, BURBANK WESTERN CHANNEL AND SAN JOSE CREEK.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF COMPTON CREEK (L.A. COUNTY)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC		12.00	Months	\$ _____	\$ _____

MAINTENANCE OF L.A. DISTRICT FLOOD CONTROL CHANNELS IN SANTA ANA RIVER BASIN (SAN BERNARDINO COUNTY ONLY). TO INCLUDE CHINO CREEK AND SAN ANTONIO WASH

TOTAL AMOUNT OPTION YEAR FOUR:

\$ _____

**TOTAL AMOUNT, BASE YEAR AND
OPTION YEARS ONE THRU FOUR:**

\$ _____

PLEASE NOTE: ALL OFFERORS ARE ENCOURAGED TO LOOK AT THE SITES PRIOR TO SUBMITTING THEIR PROPOSAL. A SITE VISIT WILL BE CONDUCTED ON 16 OCTOBER 2001 AT 10:00 A.M. POINT OF CONTACT IS TERRY WOTHERSPOON, (626) 401-4008. THE LOCATION FOR ALL INTERESTED PARTIES TO MEET IS: THE BASEYARD, 645 NO. DURFEE ROAD, EL MONTE, CA

SECTION C Descriptions and Specifications

1 SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT:

C.1. Scope of Work:

a. The work described on this Performance Work Statement (PWS) provides for the maintenance of Los Angeles District flood control channels.

b. Contractor work and responsibility shall include all Contractors planning, programming, administration, and management necessary to provide all maintenance, repair and related services as specified. The work shall be conducted in strict accordance with the contract and all applicable Federal, state, and local laws, regulations and codes. Contractor shall insure that all work provided meets or exceeds critical reliability rates or performance standards specified or included in applicable referenced documents. Contractor shall perform all related contractor administration services necessary to perform the work such as supply, quality control, job order, shop operation, financial control, and maintenance of accurate and complete records/files, libraries of documents to include Federal, state and local regulations, codes, laws which are necessary and related to the functions being performed. Contractor shall provide related services such as preparing and providing required reports, compiling historical data, performing administrative work, and submitting necessary information as specified.

C.1.1. Locations: Location maps and drawings of each flood control channel are included as Technical Exhibit attached to this contract.

C.1.2 Worksite Description: Los Angeles District flood control projects and their characteristics are listed below. Los Angeles District Flood Control Channels – Covers approximately 50 miles of earthfill and concrete channels in Los Angeles, CA. Along the Los Angeles River, San Gabriel and Rio Hondo Rivers, Ballona Creek, Compton Creek, Haines Canyon, Alhambra Wash, San Jose Creek, San Antonio Creek, Chino Creek Wash and Burbank Western Channel.

C.1.3. Personnel:

C.1.3.1 Contractor shall provide a project manager who can be contacted by telephone within the Los Angeles District area. Operating hours are 0600 through 1630, Monday through Friday, excluding Federal holidays. The project manager shall conduct overall management coordination and shall be the central point of contact with the Contracting Officer for work performed at hours other than as listed above or during absences such as illness, vacation, etc. Advance notice of such change shall be provided to and reviewed by the Contracting Officer. The project manager, and any individual designated to act for him/her, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to Contractor administration of the contract. The project manager (and any alternate) shall be able to understand, speak, read and write the English language. The project managers or their alternates shall be available by telephone 24 hours per day, 365 days per year throughout the contract period.

C.1.3.2 Contractors shall provide all necessary personnel to accomplish all work or service within specified time frames. This provision shall apply regardless of past historical records, estimates of personnel needed or any minimum levels established elsewhere in this PWS. All personnel utilized under contract must be legal residents of the United States.

C.1.3.3 All personnel must be qualified to perform the tasks assigned in accordance with (IAW) Government regulations.

C.1.3.4. The Contractor shall conform and require contractor personnel to conform to similar standards of conduct as Government personnel. Personnel conditions (such as being under the influence of intoxication beverages, drugs, etc.), which may interfere with the performance of contract services, will not be permitted. Misconduct of the kind set forth in this paragraph shall cause the Contractor to take disciplinary action against any contractor employee, which could result in removal of the contractor employee from Government property and work under the contract.

When it is necessary to remove contractor personnel, Contractor shall immediately provide a qualified replacement to carry out the services to be performed.

C.1.4. CONTINGENCY PLAN: The Government must plan, in advance, how it will meet mission requirements in event of a national emergency or natural disaster. The Government must be able to react to such events without undue delay. Sudden or unusual events could result in a great impact upon Contractor performance and contract requirements. As an aid to properly plan for such events the Contractor shall prepare and submit for approval a contingency plan outlining in detail the method, or methods, the Contractor will use in meeting contract requirement in the following circumstances:

- (a) A natural disaster occurs which impacts upon Contractor to perform.
- (b) Labor strike occurs which impacts upon Contractor ability to perform.

C.1.4.1 In all cases, Contractor shall assume that the Government cannot provide any supplemental forces but will continue to need the same or additional performance (depending on the type and extent of the situation) under contract and which Contractor must meet. To this end, Contractor shall submit a preliminary contingency plan outline to the Contracting Officer for Government review at the pre-performance conference. A final comprehensive plan shall be submitted not less than 30 days after date of contract award.

C.1.4.2. Disaster Response Work: In the event Government property or equipment is damaged by causes of disastrous nature, such as tornado, flood or fire, or criminal act, Contracting Officer will determine emergency action necessary to protect Government property and equipment. The Contractor may then be directed to do emergency work to the extent necessary to protect or repair Government property and equipment. When disaster response work is directed and performed, the contract price shall be adjusted pursuant to the clause of the contract entitled "Changes".

C.1.5. Hours of Operation and Federal Holidays

C.1.5.1. Operating Hours: Normal duty hours for the Los Angeles District are from 0600 to 1630 hours, Monday thru Friday.

C.1.5.2. Routine Work: Routine inspection and maintenance work shall be scheduled during normal duty hours Monday through Friday.

C.1.5.2.1. On rainy day schedule, a deduction will be made for non-working hours by Contractors choice.

C.1.5.3. Emergency Work: All emergency repair work shall be accomplished whenever required, and shall be carried to completion without interruption, notwithstanding normally scheduled working hours, weekends or holidays unless released by the Contracting Officer Representative. Response to emergency service calls during off-hours shall not exceed two hours regardless of the time during the day or night, weekends or holidays. Response to urgent calls shall not exceed 8 working hours. Response for fire prevention services shall meet requirements of AR 420-90.

C.1.5.4. Federal Holidays: Except during recreation season routine work shall not be scheduled on holidays observed. When a service is required less than three times per week and the schedule for the work falls on a holiday, the work shall be accomplished on the day following or preceding the holiday. Legal public holidays observed by the Corps are:

- (1) New Years Day (January 1st)
- (2) Martin Luther King's Birthday (3rd Monday of January)
- (3) Washington's Birthday (3rd Monday of February)
- (4) Memorial Day (Last Monday of May)
- (5) Independence Day (July 4th)
- (6) Labor Day (1st Monday of September)
- (7) Columbus Day (2nd Monday of October)
- (8) Veterans Day (November 11th)

(9) Thanksgiving Day (4th Thursday of November)

(10) Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a legal holiday.

C.1.6. Key Control: Contractor shall establish a control system to ensure that no key issued to the Contractor by the Government are lost, misplaced, duplicated or used by unauthorized persons. The Contractor will have deducted from his/her monthly payment the cost of lock work and key replacement resulting from his/her negligence. In the event a master key is lost or duplicated, all locks and keys of that system shall be replaced by the Government and the total cost charged against the Contractor. At the completion of the contract or termination, all keys and locks shall be returned to the COR.

C.1.7. ENVIRONMENTAL PROGRAM

C.1.7.1. Regulations/Laws: Contractor shall comply with Federal, State and local laws, regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the COR.

C.1.7.2. Compliance Requirements: Any of the areas maintained by the Contractor may be inspected by the COR or other Government Officials on short-notice basis. Access for inspection shall be granted during normal working hours, upon notice from the COR. The Contractor will be given two (2) hours advance notice of such visits by the COR or his designated representative.

C.1.7.3. Citations: Citations against Government facilities maintained by the Contractor for noncompliance with environmental standards are a matter for resolution between the Contracting Officer and the issuing office of EPA or State of California. If citations are issued due to faulty

Contractor maintenance practices, the COR shall deduct the fine from any monies due the Contractor.

C.1.7.3.4. Equipment and Manpower: Contractor shall provide all necessary manpower, equipment and material to implement all spill response, containment, clean-up and reporting requirements specified by Federal, state and local laws, regulations, standards and plans. (Note: this will be performed as Level II work – PWS Contractor to be paid on hourly labor and equipment rate.)

C.1.8. SAFETY REQUIREMENTS AND REPORTS: All work shall be conducted in a safe manner and shall comply with Corps of Engineers Safety Manual, EM 385-1-1 AND Federal OSHA requirements. If the Contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.

(1) **Fire Prevention:** Contractor and his/her employees shall be cognizant of, and shall observe all requirements for handling and storage of combustible supplies and materials, daily disposal of combustible waste, trash, etc., in accordance with National Fire Code and National Board of Fire Underwriters. The Contractor shall familiarize him/herself and his/her employees with methods of turning in a fire alarm. He/she is also responsible for exercising care when working in wooded areas to prevent forest fires.

(2) **Safety:** All rules of safety which are or may be imposed upon the Contractor by Federal, state or local code, and the District regulations shall be effectively carried out in the performance of the services set forth herein. Contractor shall take proper safety and health precautions to protect the work, the employees, the public and the property of others. Prior to start of work, Contractor shall be required to discuss and develop a mutual understanding relative to administration of the safety program. Safety and fire prevention are discussed further in the following paragraphs.

C.1.8.1. Safety: The Contractor shall formulate and furnish to the Contracting Officer in writing within 45 days of award a comprehensive program to implement the general policies and procedures for safe operation and maintenance of the flood control channels in accordance with applicable provisions of OSHA and EM 385-1-1, Safety and Health Requirement. The program shall include provisions for plant and equipment maintenance, employee responsibility for working safely, indoctrination and training of employees, public safety activities and responsibilities for implementation of regulations pertaining to fire prevention, and maintenance of an adequate fire protection plan. The Contractor safety program shall insure that hazards to the public are not permitted within Contractor work areas. The Contractor shall coordinate with the COR in making periodic inspections of the Contractor activities to insure that hazards to the public do not exist.

C.1.8.2. Clothing and Personnel Safety Equipment: Contractor personnel shall wear clothing suitable for the weather and working conditions. The minimum shall be short sleeve shirt, long trousers and safety toe shoes. Uniformed clothing is not required to identify Contractor personnel. Hard hats and seat belts shall be provided by the Contractor as needed when engaged in work, which requires such protection. Employees of the Contractor shall be required to wear other protection apparel in accordance with Section 7, EM 385.1-1.

C.1.8.3. Personal Safety Training: The Contractor shall provide training for each employee covering safe work practices, proper housekeeping, and fire protection in accordance with provisions of EM 385-1-1. Safety meeting of all Contractor employees shall be held monthly to discuss the operation of contractor safety program.

C.1.8.4 Safe Clearance Procedures: EM 385-1-1, Safe Clearance Procedures, for Electrical, Mechanical, Pressure and Hazardous equipment, shall be kept on file in a readily available location. All employees will review it annually. The procedures established for clearances when working on or near electrical, mechanical, pressure, and other hazardous equipment shall be strictly followed.

C.1.8.5 Reports: Contractor shall immediately notify the Contracting Officer Representative when injury to Contractor or employees, or injury to the public or private property and shall complete a damage or accident report. A fire report shall be completed on a DA Form 3985 and submitted to the COR within 10 working days of the fire.

C.1.8.6. Damage Reports: In all instances where Government property and/or equipment are damaged by Contractor employees, a full written report of the fact and extent of such damage shall be submitted to the Contracting Officer within 24 hours of the occurrence.

C.1.8.7. Accident Reports: The Contractor shall comply with OSHA and other regulatory requirements for record keeping and reporting of all accidents resulting in death, trauma, occupational disease or environmental damage. Contractor shall provide a verbal report to the Contracting Officer Representative (COR) within four (4) hours of occurrence and a written follow-up report within three (3) working days of occurrence in the manner and on the forms prescribed by the Contracting Officer Representative (COR), whenever an accident involving personal injury occurs.

C.1.8.8. Employee Awareness: Contractor shall inform his/her employees of fire hazards which may be encountered in their working environment and those connected with the performance of particular tasks.

C.1.8.9. Suppression: All Contractor employees shall be responsible for detecting and taking initial action on all fires in conjunction with their normal duties.

C.1.9. Subcontracting: The Contractor may obtain certain requirements of the contract from other sources that the contractor may choose at no additional cost to the Government. The performance

standards of such services obtained from other sources shall meet those standards specified in the contract. All subcontracts must be approved by the Contracting Officer.

C.1.10. Service and Maintenance Management: Contractor shall provide all services and maintenance management required to perform the work and meet all performance standards as specified. Standards may be specified in the performance statements or attached Performance requirements Summary tables, Technical Exhibit 1.

C.1.11. Inspections: Contractor shall make a comprehensive inspection of all areas and submit a maintenance service plan not later 30 working days after contract award. The maintenance service plan shall list all discrepancies found and all work anticipated. Each subsequent 12 month thereafter during the contract period, to include any extension of contract term, Contractor shall make an additional inspection of all areas and update his/her service plan. Contractor shall make additional inspections as necessary to provide that all contract work is accomplished. An inspection file shall be prepared and maintained by Contractor, which shall reflect past and current inspection dates, results of all inspections, corrections required, and corrections made. If corrections have not been made, the file shall include a schedule for completion of required work and provide an acceptable explanation to the Contracting Officer as to why corrections have not been made.

C.1.12. Staff Visits: Contractor is advised that the Division and District often conduct staff visits to the flood control projects, to include functional areas covered under the contract. These visits may result in recommendations for improvements deemed necessary to enhance the overall Corps flood control mission. Recommendations for improvements of areas, which are Contractor responsibility, shall be implemented as directed by the Contracting Officer.

C.1.13. Contractor Contact with Government Personnel, Caution to Contractor: Contractor is advised that any work at the direction of unauthorized Government personnel will not be credited as work accomplished under the contract.

C.1.14. Work Control: Contractor shall receive from Government, schedule, and perform all work in accordance with terms and conditions contained in the contract. Contractor shall develop and provide all specified written plans and schedules. One copy of all work schedules shall be provided to the Contracting Officer or his designated representative for review and approval within thirty (30) days after award of the contract.

C.1.14.1. The Contractor shall provide a local telephone number (within the Los Angeles metropolitan area), or a long-distance telephone number with reverse charges, as applicable, which is answered 24 hours per day, 7 days per week, each day of the year, at which Contractor can be notified of emergency work. The Government shall not be expected to call a series of phone numbers to locate the Contractor or Contractor's designated representative. **FAILURE TO MAINTAIN ACCEPTABLE COMMUNICATION CHANNELS SHALL BE UNSATISFACTORY SERVICE.**

C.1.14.2. Contractor shall inspect, schedule, control, and perform all work covered by the fixed-price portion of the contract in accordance with Government established priorities. Other work shall be initiated by job order request (DA Form 4283).

C.1.15. Vehicle Registration: All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, State, and local government requirements. Contractor shall comply and shall require all Contractor employees or subcontractors to comply. The California Highway Patrol will inspect all trucks one ton capacity or larger. A copy of the inspection report will be given to the COR prior to execution of any work.

C.1.16. Reporting Requirements:

C.1.16.1. The Contractor shall report any circumstances of needed repair of flood control project facilities or unusual soiling of an area, which may affect performance of contract work, unhealthful

or hazardous conditions, or any delays or interference of work by Government employees. Such reports shall be made to the Contracting officer no later than close of business (COB) on same day of occurrence.

C.1.16.2. The Contractor shall report to the Contracting Officer all personal articles found by the Contractor or his/her employees. Found articles shall be turned into the Contracting Officer on the same day found.

C.1.17. Coordination with Other Contractors: The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his/her own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor, by the Contracting Officer or by Government employees.

C.2. DEFINITIONS/ACRONYMNS: As used throughout this description/specification, the following terms/acronyms shall below:

C.2.1. Definitions:

1. Acceptable Quality Level (AQL): The maximum percent defective (or the maximum number of defects per 100 units) that can be considered as a satisfactory performance average. The Contracting Officer will accept the majority of lots provided that the percent defecting (or defects per 100 units) in these lots are no greater than the designated value of AQL. However, the Contractor shall not intentionally perform in a defective manner and shall re-perform any service found to be defective whenever possible. Decisions as to possibility of re-performance shall be made only by the Contracting Officer.

2. Appurtenances (Surfaced Areas): Appurtenances include all features associated with

pavement, such as ditches, culverts, and storm sewers; traffic signs, signals, markings; right-of-ways or snow fencing; shoulders; curbs; guardrails; cattle guards; and supporting embankments.

3. **As Is:** Without Additional maintenance or repair expense solely for the purpose of transfer to the Contractor.

4. **Associated Structures (Surfaced Areas):** Associated structures are all major items included in a road net or other system, which are considered to be of greater engineering significance than and appurtenance. Associated structures include bridges, tunnels, and major drainage structures.

5. **Breakdown:** The stoppage or collapse of equipment or a facility, or a component thereof that requires immediate corrective action to restore it to an operating condition.

6. **Bulky Items:** All lumber, pipe or debris exceeding 3 feet in length and/or 2 feet by 2 feet square and/or 2 feet in diameter, concrete blocks, and other such similar materials or equipment of a weighty or bulky nature, such as ice boxes, refrigerators, deep freezers ranges, water heaters, water tanks, sinks and tree stumps.

7. **Callback:** A request for additional service (e.g., maintenance or repair) following the initial service, which has not been corrected or accomplished.

8. **Check:** To examine, test or compare with a standard to verify that the unit under surveillance is operating within design specifications.

9. **Clean:** As used generally, means removal of dirt or impurities. As used for acceptance of work, means gleaming, bright, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy, having no flaws or roughness, clear, regular, or having few corrections, etc.

10. **Collection Station:** The designated points where the Contractor will assemble solid wastes/refuse in proper containers or bundles for collection. (May be referred to as collection points, pickup stations, or collection site).

11. **Composite Labor Rate:** The average combined-skill rate per hour to include labor, overhead, administration, handling, S&A and profit.

12. **Contract Discrepancy Report (CDR):** A formal, written-documentation of Contractor nonconformance or lack of performance for contracted work.

13. **Contracting Officer:** A person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives (COR) of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

14. **Contractor:** The term Contractor as used herein refers to both the prime PWS Contractor and any subcontractors. The Contractor will be responsible for insuring that his/her subcontractors comply with both this PWS and the contract.

15. **Critical Equipment and Facilities:** Items of equipment or facilities that must operate continuously or throughout the respective season in order to support critical missions. Failure of equipment or facilities in meeting design output requirements may affect the health and welfare of personnel or damage Government equipment or properties. Emergency or urgent service calls are often required to restore the critical equipment to optimum operating condition and provide the output required. Examples are: Plumbing and irrigation system.

16. **Defect:** Each instance of noncompliance with a contract requirement. A defect may be

caused by either nonperformance or poor performance.

17. **Emergency Service Request:** A request for service (requiring an immediate response), when health, safety, or mission will be adversely affected in the situation is not abated as soon as possible.

18. **Estimates:** A calculated approximation of the worth, size and/or cost of a specified requirement.

19. **Government Representative:** The Contracting Officers Representative (COR)

20. **Garbage:** Spoiled or waste food, as from a market or kitchen, etc., that is thrown away. Any worthless, unnecessary or offensive organic matter.

21. **Receptacles or Containers:** Cans, drums, bins, or similar receptacles, which can be handled by mechanical, truck-mounted hoists.

22. **Repair (General):** The restoration of an item or a facility to such condition that it may be efficiently used for its designed purpose. Repair may be overhaul, reprocessing, or replacing deteriorated parts or materials.

23. **Response Time:** The time that the Contractor begins to work on a work order/work request.

24. **Sidewalk (Surfaced Areas):** A sidewalk is a raised path or walk along the side of the road.

25. **Stabilized Areas (Surfaced Areas):** Areas, which have been improved from their natural

condition by mechanical compaction, with or without the addition of stabilizing agents.

26. **Standard:** An acknowledged measure of comparison.

27. **Surfaced Areas:** The term surfaced areas covers all graded, paved, or stabilized (other than grass) areas used for vehicular, track vehicle, or pedestrian traffic (e.g. roads, streets, service drives, walk, parking areas, open storage areas, and other paved areas), including based and sub base courses.

28. **System:** A system, as used in this contract, includes all mechanical and electrical equipment; supporting structures; pneumatic, electrical and mechanical types of controls, and all auxiliary equipment required to provide a specific function and output.

29. **Unimproved Grounds:** Grounds not included in improved or semi-improved categories. This classification includes ranges, timber and forestlands, agricultural and grazing lands, lakes, ponds, swamps areas and other areas requiring limited or no maintenance.

30. **Upheaval (Surfaced Areas):** A localized upward displacement of a pavement due to swelling of the sub grade, usually occurring from action.

31. **Work Levels:** The established levels at which any facility and surrounding area shall be maintained to assure maximum overall economy consistent with its functional requirement, and to protect the Government's investment.

32. **Work Order:** A written/verbal directive, which orders a maintenance, repair, construction, or alteration effort on a facility or area. See Written Statement of Work below.

33. **Work Plan:** A written schedule of tasks or activities designed to satisfy a defined

requirement within a specific time frame and at a predetermined cost.

34. **Written Statement of Work (WSW)**: A written work order which describes the level, category, and priority of work to be accomplished, a description of the problem and a statement of tasks to be performed.

35. **Division/District**: As mentioned in this contract, Division refers to the South Pacific Division; District refers to the Los Angeles District, U.S. Army Corps of Engineers.

36. **Flood Control Project**: A lake, dam, levee, or flood control channel.

37. **Baseyard**: A Baseyard is the storage and maintenance facility supporting the Los Angeles District flood projects.

38. **Remote**: Areas not normally accessible to the general public by auto or recreation vehicles.

39. **Contracting Officer Representative (COR)**: Under this contract, shall be the Facility Managers at the Los Angeles District Baseyard.

C.3. **Government Officer Representative (COR)**: The Government will not be providing any property to the Contractor in support of this contract.

C.3.1. **General**: Contractor shall provide all necessary property, equipment, or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services in the established time frames at no additional cost to the Government.

C.3.2. Facilities and Utilities: The Government will not provide office space and operational facilities to the Contractor. The Contractor is responsible, at his/her expense, to secure and maintain the necessary office space and other facilities required for performance of this contract. The Government will provide a limited amount of vehicle parking spaces to the Contractor at the Baseyard. No repairs or maintenance of vehicles is authorized.

C.3.2.1. Material and Supplies: Contractor shall maintain Contractor own supplies, parts, or materials at the levels Contractor determines necessary to meet the commitments of the contract. Excess Contractor-furnished supplies, parts, or materials shall remain Contractor property.

C.3.3. Refuse Collection: The Contractor may not use Government trashcans and dumpsters to dispose of litter collected while policing worksites. The Government trashcans are provided for the convenience of the general public, who visit Corps flood control projects.

C.3.4. Parking: Contractor is authorized to park in open parking spaces at locations where contract work is being performed. Contractor or contractor employees shall not park in any reserved or restricted parking space except as approved in writing by the Contracting Officer.

C.3.5. Telephone Services: The Contractor shall provide his/her own telephone service for operations under this contract. The Contractor shall not use the Government telephone system for any use not directly associated with the requirement stated herein. The Contractor of his/her employees shall not use government telephones for personal reasons nor shall any toll call or long distance call be made. If personal calls are made by Contractor employees, the Contractor shall reimburse the Government for the calls.

C.3.6 Transition Period: Prior to contact start date, the COR will provide Contractor orientation to properly explain the work and familiarize the Contractor and his/her key personnel with flood

control project facilities and regulations. Contractor is responsible to orient or train his/her personnel at his/her own expense on his/her own time.

C.3.7 Emergency Medical: Medical Services for Contractor personnel are the Contractor responsibility.

C.4. Contractor (s) – Furnished Property:

C.4.1. Supplies, Parts and Materials: Contractor – furnished items found not meeting acceptable standards should be replaced by Contractor at Contractor expense. All Contractor - furnished supplies, parts and materials must be approved by Contracting Officer prior to incorporation into contract work.

C.4.2. Failures: Contractor – furnished equipment or items inoperable or unserviceable for whatever reason, including failure to meet Federal, State, or local safety requirements shall be removed from the worksites within 72 hours after failure shall be cause for Contractor to reduce any service or performance.

C.4.3. Maintenance: Maintenance, or lack of maintenance, of Contractor – furnished equipment or lack of repair parts, supplies, or materials shall not be cause to reduce any work or service. Contractor shall provide all work or service in the specified time frames notwithstanding any maintenance requirements on Contractor – furnished equipment, parts, materials or supplies.

C.4.4. Vehicles: The Contractor shall furnish all administrative vehicles, such as sedans, pickup trucks, an panel trucks, utility van, flatbed trucks, stake trucks, tractors, dump trucks, etc. required to accomplish all contracted services.

C.4.5. Protective Clothing and Equipment: Contractor shall provide personal protective clothing and equipment for contractor employees when required by own OSHA regulations.

C.4.6. Permits: Contractor shall, at no additional cost to the Government, obtain all appointments, licenses, and permits required for performance of work and for complying with all applicable Federal, state and local laws. Evidence of such permits and licenses shall be provided to the COR phase-in period before work commences.

C.5. SPECIFIC TASKS AND STANDARDS:

C.5.1. General Tasks: Contractor shall perform the general tasks specified in paragraph C.6. These general tasks apply to all services required under the PWS Systems and system components to be operated and maintained under the PWS are identified as Technical Exhibit Section.

C.5.1.1. Service and Maintenance Management: Contractor shall provide all service and management required to perform the work and meet all performance statements, attached performance requirements summaries and/or in applicable mandatory publications for the required work. Where publications containing standards are advisory in nature, acceptance of work shall be based upon reasonable and logical judgment. The Contractor shall be aware of improvements in “state-of-the-art” for all maintenance functions covered under the PWS and is encourage to implement COR approved changes that are more economical but will insure a better quality product. Contractor generated data shall provide operational data necessary to insure complete and accurate outputs/reports. Work management shall include maintaining a suspense system with appropriate registers and files, and routing and distributing reports.

C.5.1.2. Levels of Work: Contractor shall maintain Los Angeles District flood control projects with the following work categories.

C.6.1.2.1. Levels I Work (Firm Fixed Price): All work which is Contractor responsibility and cost at the lump sum fixed price. This includes performing recurring, maintenance, inspections and servicing and performing start-up/shut-down maintenance on equipment and facilities. All work identified as Level I work. Any/all equipment rental fees for all Level I work are Contractor responsibility. Level I work does not need COR approval if Contractor initiated but is expected to be appropriately scheduled and completed by the Contractor.

C.5.1.2.2. Levels II Work (Requirements): This level of work is established for nonrecurring maintenance and repair services, and emergency work which exceeds Work Level I but is less than \$50,000 (labor, equipment and materials). This work shall be accomplished by Contractor only when ordered by the Contracting Officer by written change order. All Level II work will be ordered and accomplished at the unit prices and/or the composite Service Wage Act labor rate established in Section J. Government will reimburse Contractor for actual equipment and material cost on submission of the source invoice. As needs for this type of work are determined by the Contracting Officer, he will define the scope of work and the Contractor shall furnish a proposal for accomplishing the work for all items of Level II work.

C.5.1.3.1. Emergency (Priority I): Work which takes priority over all other work orders and requires immediate action, including diverting personnel from other jobs, if necessary, to cover the emergency. Usually, the work is necessary for the protection of health, for safety, for security of Government property, or to prevent damage to property. **ALL EMERGENCY LEVEL II WORK WILL BE APPROVED VERBALLY ONLY BY THE CONTRACTING OFFICER.** Examples of emergency priorities include:

- (1) Problems arising from flooding: basements, streets (resulting from stopped storm sewers or drains, etc.)
- (2) Problems arising from flash floods and storms to include washouts in roads, plugged drainage, fallen trees, landslides, barricades, etc.
- (3) Protection from weather damage.

C.5.1.3.2. Urgent (Priority 2): Work, which should be accomplished by the first available contractor employee. Personnel will not be diverted from scheduled jobs for this work. Includes work required to correct a condition which could become an emergency, work that could seriously affect morale of the visiting public, work that has command emphasis, or work required to permit continued use by the visiting public.

- (1) Repair of Security Fences and Gates
- (2) Fire Hazard Abatement

C.5.1.3.3. Routine (Priority 3): Work which does not meet the criteria for priorities 1 or 2. Work in this category generally will be done in the most economically manner, on a first-come, first-served basis. These jobs cover required work which, if not accomplished, would only continue an inconvenience or an unsightly condition.

C.5.1.3.4. Response and Completion): Emergency repair or maintenance work shall be accomplished whenever required, and shall be continued to completion without interruption, notwithstanding normally schedule working hours, weekends or holidays until the emergency is alleviated. Response to emergency service calls during off-duty hours shall not exceed two hours regardless of the time during the day or night, weekends or holidays. Unless otherwise specified, Contractor shall respond to and complete priority work as follows:

<u>Priority</u>	<u>Response</u>	<u>Completion</u>
Emergency	1 hour (duty hours), or 2 hours (after duty hours)	When emergency is alleviated
Urgent	1 working day	5 working days
Routine	5 working days (unless approved/stated otherwise by CO)	5-15 working days

Response, as used in relation to service calls, means that the Contractor workforce is at the worksite ready to commence required work.

C.5.1.4. Work Request: Work request will be authorized by the Contracting Officer or COR prior to accomplishment. Work request will be issued on a Written Statement of Work or a locally produced computer form containing the same information. The statement will be used for unscheduled repairs and maintenance tasks.

C.5.1. 4.1 Contractor shall receive work requests (prepared on Written Statement of Work) from COR and schedule, control and perform all work covered by the requirements and as needed portion of this contract, Contractor shall initiate additional work tasks that the Contractor becomes aware of while performing work under the PWS.

C.5.1. 4.2. Contractor shall receive requests for estimates or firm fixed prices for Level II work within PWS scope for negotiation purposes. The request will be submitted to Contractor on the Written Statement of Work. Contractor shall provide a response to such request within 3 working days for all Level II work, unless the Contracting Officer grants additional time, in writing.

C.5.1. 4.3. Cost Estimates: The Contractor shall prepare labor documented by Contractor to include time, date, who, what, where, etc., and shall be retained in the files. The Contracting Officer will establish any limitation (e.g., “not to exceed,” etc.) necessary at time of call. Government will establish priorities.

C.5.1.1.7. Work Coordination: Contractor shall prearrange and coordinate with the requestor for access to facilities. If work requires scheduled or unscheduled interruption, disconnect or cut-off of any utility to or within the facility, or requires that a facility be vacated, the Contractor shall take action in advance (48 hours in advance if interruption is scheduled to (a) notify customers/facility users and the Contracting Officer, disruption of the activity’s operation.

C.5.1. 8. Records and Filing Systems:

C.5.1.8.1 Records: Complete an accurate operating, maintenance and repair records shall be maintained by Contractor of all work planned and completed and as otherwise specified in this contract.

C.5.1.8.2 Project Files: Project files shall be maintained by Contractor. A project folder is required for maintenance and repair costing over \$2,000. Contractor shall report immediately, or by the close-of-business of the next working day, when costs reach 80 percent or estimated project costs.

C.5.1. 8.3. Filing System: Contractor shall maintain individual files for each individual work order. A copy of the work order shall be submitted to the Contracting Officer upon completion of the work. One copy shall be retained by the Contractor as a maintenance and repair history. All forms submitted shall be maintenance and repair history. All forms submitted shall be accurately filled out, showing actual start for completion date, total hours expended on costs for materials. Bill of Materials shall be used for itemizing materials used. Individual files shall contain copies of any material receipts, delivery order, sales slips, invoices, etc., relating to the order. The file shall also document any excess material receipts, delivery order, sales slips, invoices, etc., relating to the order, The file shall also document any excess materials or parts not used, and any credits given to Government for any excess materials or parts ordered but not used, for the specific order. Contractor shall provide Contracting Officer access to Contractor maintained files during the term of contract. All individual or project work files are the property of the Government and shall be turned over to Government on completion or termination of the contract.

C.6. LOS ANGELES DISTRICT FLOOD CONTROL PROJECTS

C.6.1 Scope of work: The contractor shall provide all management, supervision, personnel, labor, materials, transportation, general and specialized equipment and clothing to maintain and repair all flood control channel facilities and structures in Los Angeles, Riverside and San Bernardino Counties under the jurisdiction of the Los Angeles District Corps of Engineers. Contractor shall provide the following services:

- (1) Clean all debris from weed weep holes, side drains, flap gates, storm drains sides and bottom of flood control channel to ensure an unrestricted flow of water.**
- (2) Remove dead animals from flood control channels and dam basins.**
- (3) Prune vegetations along access roads to flood control channels and along banks to channels.**
- (4) Policing/trash pick-up flood control channels.**

C.6.2. Weeding: The contractor shall remove weeds and other vegetation from flood control channels growing in cracks in cement, weep holes, flap gates, subdrains, side drains and storm drains. Flood control channel drainage system and concrete structures shall be totally free of vegetation growth or accumulation after weeding. Weeding shall be accomplished twice annually, once during the spring months and once during the fall months. All flood control channels shall be disposed at a public dumpsite of the Contractor choosing. Contractor shall arrange dumping privileges at dumpsite at his/her expense.

C.6.3. Pruning: Prune vegetation overhanging access roads. Overhanging tree limbs should be trimmed back to provide a 10ft. high overhead clearance. Prune brush and other vegetation from roadway to provide 20 ft. wide clearance on both sides of the road.

C.6.4. Pest control/dead Animals: Ordinarily, pest control/removal shall not be Contractor responsibility. However, Contractor shall remove or exterminate pests encountered while discharging the tasks for which the Contractor was hired. Pests are defined as insects (ant, roaches, mosquitoes, bees, etc.), vermin, scorpions and rattlesnakes. The presence of insects or animal pests in the work area shall not constitute reason for Contractor work stoppage. Dead animals (cattle, horses, fowl, domestic pests) found in the flood control channels shall be removed within 24 hours of discovery and disposed of IAW local ordinances.

C.6.5. Drainage Structures and Systems: Contractor shall maintain sub drain, side drain and storm drainage systems at the flood control channels. Technical Exhibit shows the approximate locations of all the drainage systems which shall be the Contractor responsibility. Contractor shall perform the following tasks:

- (1) Periodic inspection of all drainage systems.
- (2) Clean and flush out catch basins, droop inlets, manholes, sub drains, storm drains and side drains after each major storm event based on the rate of clogging with debris, silt, vegetation or litter.
- (3) Maintain ditches and channels by keeping drainage ditches clear of weeds, brush, sediment, and other accumulations that obstruct the flow of water. Maintain ditch line and grade; correct sags and minor washouts.

C.6.6. Policing Trash Pickup Flood Control Channels: Contractor shall patrol and all flood control channels for signs of illegal dumping of litter, debris, abandoned cars, and dead animals. Dead animals shall be disposed of IAW section C.6.4. of this contract.

C.6.7. **Litter Removal:** Litter is defined as trash, broken glass, garbage, plastic containers, shopping carts, furniture, etc. Patrolling shall be accomplished weekly. All litter, and debris shall be hauled to a public or private dumpsite of the Contractor choosing. Contractor shall inform the COR of the presence of abandoned vehicles in the flood control channels. The COR will issue instructions to the Contractor informing him/her of procedures to be followed in disposing of abandoned vehicles.

C.6.8. **Graffiti Removal:** When requested by the COR remove graffiti from wing walls appurtenances, and structures at the, flood control channel walls. Graffiti may be removed by sandblasting, or obliteration on painted surfaces. This will constitute Level II work.

C.6.9. **Clearing of Vegetation** The following vegetation and other matter shall be removed:

- A. All surface debris, including, but not limited to, trash, litter and garbage.
- B. All existing tree cutting, existing, trimmings, and existing fallen trees and fallen branches.
- C. All combustible materials, dead foliage, dead shrubs, vines, and other dead materials.
- D. All vegetation, weeds shrubs, brush, ivy, vines and other growth, whether green or dry, or growing on unpaved access roads or through cracks and joints shall be cut flush with the surface.
- E. All types of cactus, castor bean plants, and/or tumbleweed.
- F. All vegetation, weeds, shrubs, brush, ivy, vines and other growth growing down the channel wall shall be cut to the top of the concrete channel wall.
- G. All bamboo and similar growth.
- H. All vegetation, weeds, shrubs, brush, ivy, vines, trees and other growth growing in or through the right of way fences or overhanging the Government's property. In areas where there is pedestrian access, vegetation shall be trimmed to provide eight feet vertical clearance, ground. Vegetation growth through right of way fences shall be trimmed within four inches of the fence fabric.
- I. All vegetation, weeds, shrubs, brush, ivy, vines, trees and other growth in or through the

fence or overhanging the Government's property in areas where there is vehicle access shall be trimmed to provide 14 feet vertical clearance and within four inches of the right of way fence fabric.

J. All trees located on Government right of way where pedestrian access exist shall be pruned to provide eight feet vertical clearance.

K. All trees, shrubs, and other foliage overhanging the open channel shall be cut such that no overhang shall be below the top of the channel wall fence.

L. All debris shall be removed from the access road. The existing pavement shall be swept clean free of all foreign materials, dirt, soil and mud.

M. All work shall be located within the channel right of way. No work on private property is authorized.

SECTION E Inspection and Acceptance

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52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F Deliveries or Performance

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52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325

ATTN: Ms. Tina A. Frazier
Telephone No: Area Code (213) 452-3252

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Submit Invoices to:

U.S. Army Corps of Engineers, L.A.
645 No. Durfee Avenue
South El Monte, Ca 91733
Attn: Terry Wotherspoon

SECTION H Special Contract Requirements

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CLAUSES INCORPORATED BY FULL TEXT

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

REQUIRED INSURANCE

Insurance is required as follows:

- a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.
- b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.
- c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.
- d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts

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 One (1)

Year provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Labor	WG-02	\$21.62
Truck Driver (Light)	WG-05	\$26.39
Work Leader	WL-05	\$26.70

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

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

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

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

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

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

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

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

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

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

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such

assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of Clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of

the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(END OF SECTION)

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CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS. (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

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

relating to a prime contract.

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

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

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

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

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

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

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

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but

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

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

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

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

(ii) Professional and technical services.

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

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

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

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

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

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

(c) Disclosure.

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

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

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

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

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

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or 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 for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (JAN 1997)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for (i) supplies or services for which the production cost is not affected by such changes, (ii)

changes in rates or unit prices other than those shown in the Schedule, or (iii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business

concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(a) This clause does not apply to small business concerns.

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business

concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

- (C) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (F) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
 - (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

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

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

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

52.222-3 Convict Labor (Aug 1996)

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

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
 - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
 - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (SEP 2000)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and

orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

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

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any

affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract

work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage

determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and

transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be

effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

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

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual

increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

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

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

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

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

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

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 .S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at

or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101. to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in

writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any

Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-25 PROMPT PAYMENT (MAY 2001)

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

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of

discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.233-1 Disputes. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

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

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(APR 1984)

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

52.242-13 BANKRUPTCY (JUL 1995)

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

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

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

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

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

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

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

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

52.248-1 VALUE ENGINEERING (FEB 2000) - ALTERNATE III (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings
 [Figures in percent]

Contract type	Sharing arrangement	
	Incentive (voluntary)	Program requirement (mandatory)
	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50 75/25 75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50 (\2\) 75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25 85/15 85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts,

shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor

has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

- (1) Suspension or debarment;
- (2) Cancellation of the contract at no cost to the Government; or
- (3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

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

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

(End of clause)

252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program. (JUN 1995)

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means--

(i) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(ii) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(iii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iv) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Generated" means technical data or computer software first created in the performance of this contract.

(13) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or permit the technical data to be used by another

party, except that the Government may reproduce, release or disclose such data or permit the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release disclosure, or use of the technical data; and

(iv) The Contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

(16) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(17) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(17) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(17) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(17)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items, procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose.

(18) "SBIR data rights" means a royalty-free license for the Government, including its support service contractors, to use, modify, reproduce, release, perform, display, or disclose technical data or computer software generated and delivered under this contract for any United States Government purpose.

(19) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(20) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty-free, world-wide, nonexclusive, irrevocable license rights in technical data or noncommercial computer software. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in technical data, including computer software documentation, or computer software generated under this contract that are--

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Data or software in which the Government has acquired previously unlimited rights under another Government contract or through a specific license; and

(vi) SBIR data upon expiration of the SBIR data rights period.

(2) Limited rights. The Government shall have limited rights in technical data, that were not generated under this contract, pertain to items, components or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (f)(1) of this clause, with the legend prescribed in paragraph (f)(2) of this clause.

(3) Restricted rights in computer software. The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise furnished to the Government under this contract that were developed exclusively at private expense and were not generated under this contract.

(4) SBIR data rights. (i) Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (b)(1) of this clause, the Government shall have SBIR data rights in all technical data or computer software generated under this contract during the period commencing with contract award and ending upon the date five years after completion of the project from which such data were generated.

(ii) The Government may not release or disclose SBIR data to any person, other than its support services contractors, except--

(A) As expressly permitted by the Contractor;

(B) For evaluation purposes; or

(C) A release, disclosure, or use that is necessary for emergency repair or overhaul of items operated by the Government.

(iii) A release or disclosure of SBIR data to the Government's support services contractors, or a release or disclosure under paragraph (b)(4)(ii)(B) or (C) of this clause, may be made only if, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the technical data or software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use of Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(4) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software than are enumerated in paragraph (a)(17) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(6) Prior government rights. Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(7) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data, computer software, or computer software documentation made in accordance with paragraph (a)(14), (a)(17), or (b)(4) of this clause, or in accordance with the terms of a license negotiated under paragraph (b)(5) of this clause, or by others to whom the recipient has released or

disclosed the data, software, or documentation and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data or software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(d) Third party copyrighted technical data and computer software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data or software of the appropriate scope set forth in paragraph (b) of this clause and, prior to delivery of such--

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Identification and delivery of technical data or computer software to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to technical data or computer software that were or will be generated under this contract or to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)	(LIST)	(LIST)	(LIST)

\1\ If the assertion is applicable to items, components, or processes developed at private expense, identify both the technical data and each such item, component, or process.

\2\ Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data or computer software.

Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3\ Enter asserted rights category (e.g., limited rights, restricted rights, government purpose rights, or government purpose license rights from a prior contract, SBIR data rights under another contract, or specifically negotiated licenses).

\4\ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software and/or Validation of Restrictive Markings on Technical Data clauses of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software to be delivered under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (f)(6) of this clause, only the following markings are authorized under this contract: the limited rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause, the SBIR data rights legend at paragraph (f)(4) of this clause, or the special license rights legend at paragraphs (f)(5) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Limited rights markings. Technical data not generated under this contract that pertain to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(3) Restricted rights markings. Computer software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

Restricted Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) SBIR data rights markings: Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (b)(1) of this clause, or negotiated special license rights as provided in paragraph (b)(5) of this clause, technical data or computer software generated under this contract shall be marked with the following legend. The Contractor shall enter the expiration date for the SBIR data rights period on the legend:

SBIR Data Rights

Contract No. _____

Contractor Name _____

Address _____

Expiration of SBIR Data Rights Period _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in paragraph (b)(4) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(5) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(end of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(6) of this clause).

(6) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data and the Validation of Asserted Restrictions--Computer Software clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data or the Validation of Asserted Restrictions--Computer Software clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (6) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data or computer software. (1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software to be delivered under this contract when--

(i) the Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(k) Applicability to subcontractors or suppliers. (1) the Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.

(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data--Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7037 Validation of Restrictive Markings on Technical Data. (SEP 1999)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for

issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.247-7023 Transportation of Supplies by Sea (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM

CONTRACT

QUANTITY

DESCRIPTION

LINE ITEMS

TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS:

1. WAGE DETERMINATIONS NO. 94-2047, REVISION NO. 18, 5/31/2001 AND 94-2053, REVISION 18, 5/31/2001

2. ATTACHMENT NO. 2 – PLANS AND DETAILS

- | | |
|-------------------------------|---|
| 1. Compton Creek Channel | - Alondra Blvd. To S.P. RY |
| 2. Compton Creek Channel | - 122 ND Street to Alondra Blvd. |
| 3. Haines Canyon Channel | - Plainview Ave to Tujunga Wash |
| 4. Haines Canyon Channel | - Debris Basin to Plainview Ave |
| 4. Ballona Creek Channel | - Washington Blvd. To La Salle Ave |
| 5. L.A. River Channel | - Florence Ave to Stewart & Gray Road |
| 6. L.A. River Channel | - Randolph Street to Florence Ave |
| 7. L.A. River Channel | - Atlantic Blvd. To Randolph Street |
| 8. L.A. River Channel | - Downey Road to Atlantic Blvd. |
| 9. L.A. River Channel | - Soto Street to Downey Road |
| 10. L.A. River Channel | - Washington Blvd. To Soto Street |
| 11. L.A. River Channel | - Olympic Blvd. To Washington Blvd. |
| 12. L.A. River Channel | - Fourth Street to Olympic Blvd. |
| 13. L.A. River Channel | - Santa Ana Fwy to Fourth Street |
| 14. L.A. River Channel | - Alhambra Ave to Santa Ana Fwy |
| 15. L.A. River Channel | - North Broadway to Alhambra Ave |
| 16. L.A. River Channel | - Pasadena Fwy to North Broadway |
| 17. L.A. River Channel | - Golden State Fwy to Pasadena Fwy |
| 18. L.A. River Channel | - Blimp Street to Golden State Fwy |
| 19. L.A. River Channel | - Hyperion Ave to Blimp street |
| 20. L.A. River Channel | - Los Feliz Blvd to Hyperion Avenue |
| 21. L.A. River Channel | - Doran Street to Los Feliz Blvd. |
| 22. L.A. River Channel | - Golden State Fwy to Doran Street |
| 23. L.A. River Channel | - Mariposa Street to Golden State Fwy |
| 24. L.A. River Channel | - Niagara Street to Mariposa Street |
| 25. L.A. River Channel | - Lankershim Blvd. To Niagara Street |
| 26. L.A. River Channel | - Sepulveda Flood Control Basin |
| 27. Burbank Western Channel | - Victory Blvd. To L.A. River |
| 28. Alhambra Wash Channel | - Roses Road to Valley Blvd. (San Pasqual Branch) |
| 29. San Gabriel River Channel | - Whittier Narrows Flood Control Basin |
| 30. Rio Hondo Channel | - Valley Blvd. To Whittier Narrows |
| 31. Rio Hondo Channel | - Whittier Narrows to Flood Control Basin |
| 32. San Jose Creek Channel | - |

WAGE DETERMINATION NO: 94-2047 REV (18) AREA: CA,LOS ANGELES/SANTA ANA

WAGE DETERMINATION NO: [h0h2](#)94-2047 REV (18) AREA: CA,LOS ANGELES/SANTA ANA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-

2047

William W.Gross Director | Division of Wage Determinations | Revision No.: 18 | Date Of Last Revision: 05/31/2001

State: [h1h3](#)California

Area: [h2h4](#)California Counties of Los Angeles, Orange

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
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Administrative Support and Clerical Occupations

Accounting Clerk I	10.25
Accounting Clerk II	11.17
Accounting Clerk III	13.08
Accounting Clerk IV	14.97
Court Reporter	14.89
Dispatcher, Motor Vehicle	14.89
Document Preparation Clerk	12.27
Duplicating Machine Operator	12.27
Film/Tape Librarian	12.84
General Clerk I	8.07
General Clerk II	9.87

General Clerk III
12.14
General Clerk IV
13.86
Housing Referral Assistant
16.63
Key Entry Operator I
9.38
Key Entry Operator II
11.80
Messenger (Courier)
9.28
Order Clerk I
11.81
Order Clerk II
12.81
Personnel Assistant (Employment) I
12.45
Personnel Assistant (Employment) II
13.97
Personnel Assistant (Employment) III
18.12
Personnel Assistant (Employment) IV
21.77
Production Control Clerk
16.13
Rental Clerk
12.64
Scheduler, Maintenance
12.64
Secretary I
12.64
Secretary II
15.47
Secretary III
16.63
Secretary IV
19.43
Secretary V
23.16
Service Order Dispatcher
12.84
Stenographer I
12.33
Stenographer II
13.85
Supply Technician
19.44
Survey Worker (Interviewer)
14.66
Switchboard Operator-Receptionist
10.68
Test Examiner
15.47
Test Proctor
15.47

Travel Clerk I
10.18
Travel Clerk II
11.08
Travel Clerk III
11.83
Word Processor I
12.94
Word Processor II
13.79
Word Processor III
15.90
Automatic Data Processing Occupations
Computer Data Librarian
12.71
Computer Operator I
12.71
Computer Operator II
14.68
Computer Operator III
17.75 Computer Operator IV
20.95
Computer Operator V
23.20
Computer Programmer I (1)
15.86
Computer Programmer II (1)
18.64
Computer Programmer III (1)
23.36
Computer Programmer IV (1)
27.44
Computer Systems Analyst I (1)
24.40
Computer Systems Analyst II (1)
27.62
Computer Systems Analyst III (1)
27.63
Peripheral Equipment Operator
13.67
Automotive Service Occupations
Automotive Body Repairer, Fiberglass
19.28
Automotive Glass Installer
17.94
Automotive Worker
17.94
Electrician, Automotive
18.69
Mobile Equipment Servicer
16.15
Motor Equipment Metal Mechanic
19.45
Motor Equipment Metal Worker
17.94
Motor Vehicle Mechanic
19.16

Motor Vehicle Mechanic Helper
14.95
Motor Vehicle Upholstery Worker
17.19
Motor Vehicle Wrecker
17.94
Painter, Automotive
18.69
Radiator Repair Specialist
17.94
Tire Repairer
15.47
Transmission Repair Specialist
19.45
Food Preparation and Service Occupations
Baker
11.95
Cook I
10.78
Cook II
11.95
Dishwasher
7.66
Food Service Worker
7.59
Meat Cutter
11.95
Waiter/Waitress
8.40
Furniture Maintenance and Repair Occupations
Electrostatic Spray Painter
18.52
Furniture Handler
12.42
Furniture Refinisher
18.52
Furniture Refinisher Helper
14.82
Furniture Repairer, Minor
17.04
Upholsterer
18.52
General Services and Support Occupations
Cleaner, Vehicles
7.96
Elevator Operator
8.60
Gardener
12.40
House Keeping Aid I
7.5 House Keeping Aid II
8.60
Janitor
8.60
Laborer, Grounds Maintenance
9.66

Maid or Houseman
7.59
Pest Controller
13.16
Refuse Collector
8.73
Tractor Operator
11.51
Window Cleaner
9.52
Health Occupations
Dental Assistant
12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
13.28
Licensed Practical Nurse I
12.95
Licensed Practical Nurse II
14.54
Licensed Practical Nurse III
16.26
Medical Assistant
11.55
Medical Laboratory Technician
11.87
Medical Record Clerk
11.87
Medical Record Technician
14.30
Nursing Assistant I
7.49
Nursing Assistant II
8.43
Nursing Assistant III
9.19
Nursing Assistant IV
10.32
Pharmacy Technician
12.87
Phlebotomist
10.32
Registered Nurse I
19.26
Registered Nurse II
24.58
Registered Nurse II, Specialist
24.58
Registered Nurse III
29.97
Registered Nurse III, Anesthetist
29.97
Registered Nurse IV
37.16
Information and Arts Occupations
Audiovisual Librarian
18.98

Exhibits Specialist I
18.34
Exhibits Specialist II
22.72
Exhibits Specialist III
25.61
Illustrator I
18.34
Illustrator II
22.72
Illustrator III
25.61
Librarian
22.96
Library Technician
16.27
Photographer I
16.42
Photographer II
19.86
Photographer III
24.61
Photographer IV
27.74
Photographer V
33.56
Machine Tool Operation and Repair Occupations
Machine-Tool Operator (Toolroom)
18.52
Tool and Die Maker
23.95
Material Handling and Packing Occupations
Forklift Operator
12.95
Fuel Distribution System Operator
16.01
Material Coordinator
16.34
Material Expediter
16.34
Material Handling Laborer
11.47
Order Filler
12.38
Production Line Worker (Food Processing)
14.22
Shipping Packer
11.12
Shipping/Receiving Clerk
11.12
Stock Clerk (Shelf Stocker; Store Worker II)
12.20
Store Worker I
9.38
Tools and Parts Attendant
14.35

Warehouse Specialist
14.22
Mechanics and Maintenance and Repair Occupations
Aircraft Mechanic
19.28
Aircraft Mechanic Helper
14.82
Aircraft Quality Control Inspector
20.07
Aircraft Servicer
17.04
Aircraft Worker
17.78
Appliance Mechanic
18.52
Bicycle Repairer
15.47
Cable Splicer
21.36
Carpenter, Maintenance
19.36
Carpet Layer
17.78
Electrician, Maintenance
23.43
Electronics Technician, Maintenance I
16.80
Electronics Technician, Maintenance II
21.87
Electronics Technician, Maintenance III
25.51
Fabric Worker
17.04
Fire Alarm System Mechanic
19.28
Fire Extinguisher Repairer
16.01
Fuel Distribution System Mechanic
19.28
General Maintenance Worker
17.78
Heavy Equipment Mechanic
19.86
Heavy Equipment Operator
22.17
Instrument Mechanic
20.16
Laborer
8.73
Locksmith
18.52
Machinery Maintenance Mechanic
18.57
Machinist, Maintenance
20.17
Maintenance Trades Helper
14.82

Millwright
21.56
Office Appliance Repairer
18.52
Painter, Aircraft
18.52
Painter, Maintenance
18.52
Pipefitter, Maintenance
19.82
Plumber, Maintenance
19.04
Pneudraulic Systems Mechanic
19.28
Rigger
21.90
Scale Mechanic
17.78
Sheet-Metal Worker, Maintenance
19.28
Small Engine Mechanic
17.78
Telecommunication Mechanic I
19.28
Telecommunication Mechanic II
20.91
Telephone Lineman
19.28
Welder, Combination, Maintenance
19.28
Well Driller
19.28
Woodcraft Worker
19.28
Woodworker
16.01
Miscellaneous Occupations
Animal Caretaker
9.21
Carnival Equipment Operator
10.01
Carnival Equipment Repairer
10.78
Carnival Worker
7.59
Cashier
9.73
Desk Clerk
12.65
Embalmer
17.49
Lifeguard
9.80
Mortician
17.63
Park Attendant (Aide)
12.32

Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
11.27
Recreation Specialist
15.25
Recycling Worker
11.51
Sales Clerk
10.67
School Crossing Guard (Crosswalk Attendant)
7.59
Sport Official
9.80
Survey Party Chief (Chief of Party)
25.88
Surveying Aide
14.24
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
19.50
Swimming Pool Operator
13.74
Vending Machine Attendant
11.51
Vending Machine Repairer
13.74
Vending Machine Repairer Helper
11.51
Personal Needs Occupations
Child Care Attendant
11.00
Child Care Center Clerk
13.72
Chore Aid
8.05
Homemaker
16.44
Plant and System Operation Occupations
Boiler Tender
19.28
Sewage Plant Operator
21.30
Stationary Engineer
Ventilation Equipment Tender
17.08
Water Treatment Plant Operator
21.30
Protective Service Occupations
Alarm Monitor
14.60 Corrections Officer
22.05
Court Security Officer
22.10
Detention Officer
22.10
Firefighter
22.15
Guard I
7.04

Guard II
14.68
Police Officer
27.07
Stevedoring/Longshoremen Occupations
Blocker and Bracer
17.07
Hatch Tender
17.07
Line Handler
17.07
Stevedore I
17.90
Stevedore II
19.48
Technical Occupations
Air Traffic Control Specialist, Center (2)
28.68
Air Traffic Control Specialist, Station (2)
19.77
Air Traffic Control Specialist, Terminal (2)
21.78
Archeological Technician I
16.39
Archeological Technician II
18.34
Archeological Technician III
22.72
Cartographic Technician
26.13
Civil Engineering Technician
23.72
Computer Based Training (CBT) Specialist/ Instructor
21.22
Drafter I
15.54
Drafter II
17.43
Drafter III
21.09
Drafter IV
26.13
Engineering Technician I
12.62
Engineering Technician II
14.17
Engineering Technician III
16.64
Engineering Technician IV
20.24
Engineering Technician V
23.23
Engineering Technician VI
28.11
Environmental Technician
21.05

Flight Simulator/Instructor (Pilot)
25.81
Graphic Artist
21.22
Instructor
20.13
Laboratory Technician
15.60
Mathematical Technician
22.52
Paralegal/Legal Assistant I
15.06
Paralegal/Legal Assistant II
18.36
Paralegal/Legal Assistant III
22.46
Paralegal/Legal Assistant IV
27.20
Photooptics Technician
21.21
Technical Writer
23.15
Unexploded (UXO) Safety Escort
18.22
Unexploded (UXO) Sweep Personnel
18.22
Unexploded Ordnance (UXO) Technician I
18.22
Unexploded Ordnance (UXO) Technician II
22.05
Unexploded Ordnance (UXO) Technician III
26.43
Weather Observer, Combined Upper Air and Surface Programs (3)
15.60
Weather Observer, Senior (3)
17.34
Weather Observer, Upper Air (3)
15.60
Transportation/ Mobile Equipment Operation Occupations
Bus Driver
15.41
Parking and Lot Attendant
6.56
Shuttle Bus Driver
10.11
Taxi Driver
8.69
Truckdriver, Heavy Truck
16.47
Truckdriver, Light Truck
10.11
Truckdriver, Medium Truck
15.41
Truckdriver, Tractor-Trailer
16.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay

for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION

**

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

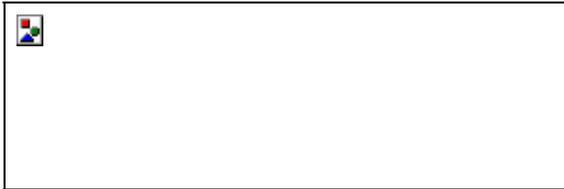
the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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.



WAGE DETERMINATION NO: **94-2053** REV (18) AREA: CA,RIVERSIDE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH
DOL***

WASHINGTON D.C. 20210

Wage Determination No.: 1994-

2053

William W.Gross
Director
05/31/2001

Division of
Wage Determinations|

Revision No.: 18
Date Of Last Revision:

State: California

Area: California Counties of Riverside, San Bernardino

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM
WAGE RATE	
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.73
Accounting Clerk II	10.36
Accounting Clerk III	12.51
Accounting Clerk IV	14.02
Court Reporter	14.84
Dispatcher, Motor Vehicle	14.84
Document Preparation Clerk	12.27
Duplicating Machine Operator	12.27
Film/Tape Librarian	12.29
General Clerk I	7.87
General Clerk II	9.87
General Clerk III	12.10
General Clerk IV	12.24
Housing Referral Assistant	16.63
Key Entry Operator I	9.55
Key Entry Operator II	11.06
Messenger (Courier)	8.22
Order Clerk I	10.10
Order Clerk II	12.61
Personnel Assistant (Employment) I	12.45
Personnel Assistant (Employment) II	13.98
Personnel Assistant (Employment) III	14.34
Personnel Assistant (Employment) IV	16.11
Production Control Clerk	14.59
Rental Clerk	12.27

Scheduler, Maintenance
12.27
Secretary I
12.27
Secretary II
14.84
Secretary III
16.63
Secretary IV
18.99
Secretary V
22.38
Service Order Dispatcher
12.27
Stenographer I
10.94
Stenographer II
12.27
Supply Technician
18.99
Survey Worker (Interviewer)
12.90
Switchboard Operator-Receptionist
10.02
Test Examiner
14.78
Test Proctor
14.78
Travel Clerk I
9.28
Travel Clerk II
9.85
Travel Clerk III
10.44
Word Processor I
11.27
Word Processor II
14.24
Word Processor III
14.34
Automatic Data Processing Occupations
Computer Data Librarian
12.83
Computer Operator I
12.83
Computer Operator II
14.95
Computer Operator III
17.95
Computer Operator IV
19.94
Computer Operator V
20.79
Computer Programmer I (1)
12.84
Computer Programmer II (1)
15.90

Computer Programmer III (1)
20.18
Computer Programmer IV (1)
24.43
Computer Systems Analyst I (1)
23.58
Computer Systems Analyst II (1)
27.62
Computer Systems Analyst III (1)
27.62
Peripheral Equipment Operator
12.83
Automotive Service Occupations
Automotive Body Repairer, Fiberglass
17.20
Automotive Glass Installer
17.53
Automotive Worker
17.53
Electrician, Automotive
18.64
Mobile Equipment Servicer
15.99
Motor Equipment Metal Mechanic
19.01
Motor Equipment Metal Worker
17.53
Motor Vehicle Mechanic
19.16
Motor Vehicle Mechanic Helper
14.84
Motor Vehicle Upholstery Worker
16.80
Motor Vehicle Wrecker
17.53
Painter, Automotive
18.28
Radiator Repair Specialist
17.53
Tire Repairer
13.98
Transmission Repair Specialist
19.01
Food Preparation and Service Occupations
Baker
14.36
Cook I
13.10
Cook II
14.36
Dishwasher
9.22
Food Service Worker
9.22
Meat Cutter
14.36

Waiter/Waitress
10.26
Furniture Maintenance and Repair Occupations
Electrostatic Spray Painter
16.51
Furniture Handler
11.33
Furniture Refinisher
16.51
Furniture Refinisher Helper
13.43
Furniture Repairer, Minor
15.20
Upholsterer
16.51
General Services and Support Occupations
Cleaner, Vehicles
9.22
Elevator Operator
9.22
Gardener
15.07
House Keeping Aid I
8.18
House Keeping Aid II
9.22
Janitor
9.22
Laborer, Grounds Maintenance
11.80
Maid or Houseman
8.18
Pest Controller
13.78
Refuse Collector
10.60
Tractor Operator
13.98
Window Cleaner
10.26
Health Occupations
Dental Assistant
10.92
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
12.54
Licensed Practical Nurse I
12.74
Licensed Practical Nurse II
14.31
Licensed Practical Nurse III
14.85
Medical Assistant
9.76
Medical Laboratory Technician
11.22
Medical Record Clerk
11.22

Medical Record Technician
13.53
Nursing Assistant I
7.04
Nursing Assistant II
7.91
Nursing Assistant III
8.63
Nursing Assistant IV
9.37
Pharmacy Technician
12.17
Phlebotomist
10.77
Registered Nurse I
20.03
Registered Nurse II
22.99
Registered Nurse II, Specialist
24.58
Registered Nurse III
28.18
Registered Nurse III, Anesthetist
28.18
Registered Nurse IV
33.78
Information and Arts Occupations
Audiovisual Librarian
18.48
Exhibits Specialist I
17.01
Exhibits Specialist II
21.94
Exhibits Specialist III
27.20
Illustrator I
17.01
Illustrator II
21.20
Illustrator III
27.20
Librarian
21.77
Library Technician
12.90
Photographer I
13.19
Photographer II
17.01
Photographer III
21.94
Photographer IV
27.20
Photographer V
32.89
Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler
7.29
Counter Attendant
7.29
Dry Cleaner
8.76
Finisher, Flatwork, Machine
7.29
Presser, Hand
7.29
Presser, Machine, Drycleaning
7.29
Presser, Machine, Shirts
7.29
Presser, Machine, Wearing Apparel, Laundry
7.29
Sewing Machine Operator
9.46
Tailor
10.16
Washer, Machine
8.03
Machine Tool Operation and Repair Occupations
Machine-Tool Operator (Toolroom)
16.51
Tool and Die Maker
19.03
Material Handling and Packing Occupations
Forklift Operator
14.58
Fuel Distribution System Operator
14.47
Material Coordinator
15.63
Material Expediter
15.63
Material Handling Laborer
16.24
Order Filler
14.17
Production Line Worker (Food Processing)
13.81
Shipping Packer
9.99
Shipping/Receiving Clerk
9.99
Stock Clerk (Shelf Stocker; Store Worker II)
12.74
Store Worker I
9.38
Tools and Parts Attendant
13.81
Warehouse Specialist
13.81
Mechanics and Maintenance and Repair Occupations
Aircraft Mechanic
17.20

Aircraft Mechanic Helper
13.43
Aircraft Quality Control Inspector
17.87
Aircraft Servicer
15.20
Aircraft Worker
15.86
Appliance Mechanic
16.51
Bicycle Repairer
13.98
Cable Splicer
19.78
Carpenter, Maintenance
18.99
Carpet Layer
18.24
Electrician, Maintenance
20.30
Electronics Technician, Maintenance I
19.35
Electronics Technician, Maintenance II
20.16
Electronics Technician, Maintenance III
20.87
Fabric Worker
15.20
Fire Alarm System Mechanic
17.20
Fire Extinguisher Repairer
14.47
Fuel Distribution System Mechanic
17.20
General Maintenance Worker
13.81
Heating, Refrigeration and Air Conditioning Mechanic
17.20
Heavy Equipment Mechanic
18.36
Heavy Equipment Operator
19.78
Instrument Mechanic
19.55
Laborer
10.60
Locksmith
16.51
Machinery Maintenance Mechanic
17.20
Machinist, Maintenance
18.99
Maintenance Trades Helper
13.43
Millwright
18.22

Office Appliance Repairer
16.54
Painter, Aircraft
16.54
Painter, Maintenance
16.54
Pipefitter, Maintenance
17.20
Plumber, Maintenance
16.54
Pneumatic Systems Mechanic
17.20
Rigger
17.20
Scale Mechanic
17.44
Sheet-Metal Worker, Maintenance
17.20
Small Engine Mechanic
15.86
Telecommunication Mechanic I
18.66
Telecommunication Mechanic II
20.55
Telephone Lineman
18.66
Welder, Combination, Maintenance
17.20
Well Driller
19.78
Woodcraft Worker
17.20
Woodworker
14.47
Miscellaneous Occupations
Animal Caretaker
11.23
Carnival Equipment Operator
12.16
Carnival Equipment Repairer
13.10
Carnival Worker
9.22
Cashier
9.19
Desk Clerk
11.25
Embalmer
16.55
Lifeguard
9.58
Mortician
17.29
Park Attendant (Aide)
11.68
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
8.71

Recreation Specialist
13.56
Recycling Worker
13.98
Sales Clerk
10.02
School Crossing Guard (Crosswalk Attendant)
9.22
Sport Official
9.58
Survey Party Chief (Chief of Party)
16.79
Surveying Aide
8.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
12.16
Swimming Pool Operator
14.36
Vending Machine Attendant
12.16
Vending Machine Repairer
14.36
Vending Machine Repairer Helper
12.16
Personal Needs Occupations
Child Care Attendant
10.03
Child Care Center Clerk
12.52
Chore Aid
8.18
Homemaker
13.56
Plant and System Operation Occupations
Boiler Tender
17.20
Sewage Plant Operator
18.99
Stationary Engineer
19.78
Ventilation Equipment Tender
15.45
Water Treatment Plant Operator
18.99
Protective Service Occupations
Alarm Monitor
8.18
Corrections Officer
21.82
Court Security Officer
21.82
Detention Officer
21.82
Firefighter
18.02
Guard I
7.33

Guard II
8.18
Police Officer
23.39
Stevedoring/Longshoremen Occupations
Blocker and Bracer
16.29
Hatch Tender
16.29
Line Handler
16.29
Stevedore I
15.63
Stevedore II
16.91
Technical Occupations
Air Traffic Control Specialist, Center (2)
28.68
Air Traffic Control Specialist, Station (2)
19.77
Air Traffic Control Specialist, Terminal (2)
21.78
Archeological Technician I
15.84
Archeological Technician II
16.44
Archeological Technician III
21.94
Cartographic Technician
25.23
Civil Engineering Technician
21.94
Computer Based Training (CBT) Specialist/ Instructor
20.54
Drafter I
14.20
Drafter II
15.93
Drafter III
19.05
Drafter IV
24.57
Engineering Technician I
12.19
Engineering Technician II
13.69
Engineering Technician III
15.32
Engineering Technician IV
18.97
Engineering Technician V
23.20
Engineering Technician VI
28.07
Environmental Technician
19.94

Flight Simulator/Instructor (Pilot)
24.68
Graphic Artist
20.54
Instructor
20.54
Laboratory Technician
15.61
Mathematical Technician
21.82
Paralegal/Legal Assistant I
15.66
Paralegal/Legal Assistant II
18.26
Paralegal/Legal Assistant III
22.33
Paralegal/Legal Assistant IV
27.03
Photooptics Technician
18.97
Technical Writer
24.43
Unexploded (UXO) Safety Escort
18.22
Unexploded (UXO) Sweep Personnel
18.22
Unexploded Ordnance (UXO) Technician I
18.22
Unexploded Ordnance (UXO) Technician II
22.05
Unexploded Ordnance (UXO) Technician III
26.43
Weather Observer, Combined Upper Air and Surface Programs (3)
15.61
Weather Observer, Senior (3)
17.33
Weather Observer, Upper Air (3)
15.61
Transportation/ Mobile Equipment Operation Occupations
Bus Driver
15.50
Parking and Lot Attendant
6.56
Shuttle Bus Driver
9.93
Taxi Driver
8.02
Truckdriver, Heavy Truck
17.48
Truckdriver, Light Truck
10.44
Truckdriver, Medium Truck
16.43
Truckdriver, Tractor-Trailer
17.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal

facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close

proximity to ordinance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordance, 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 **

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,

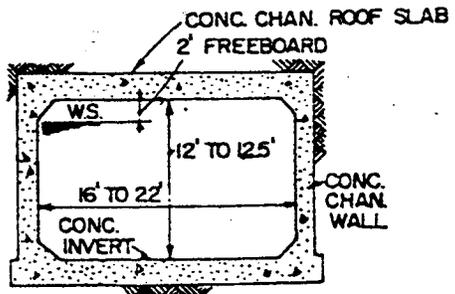
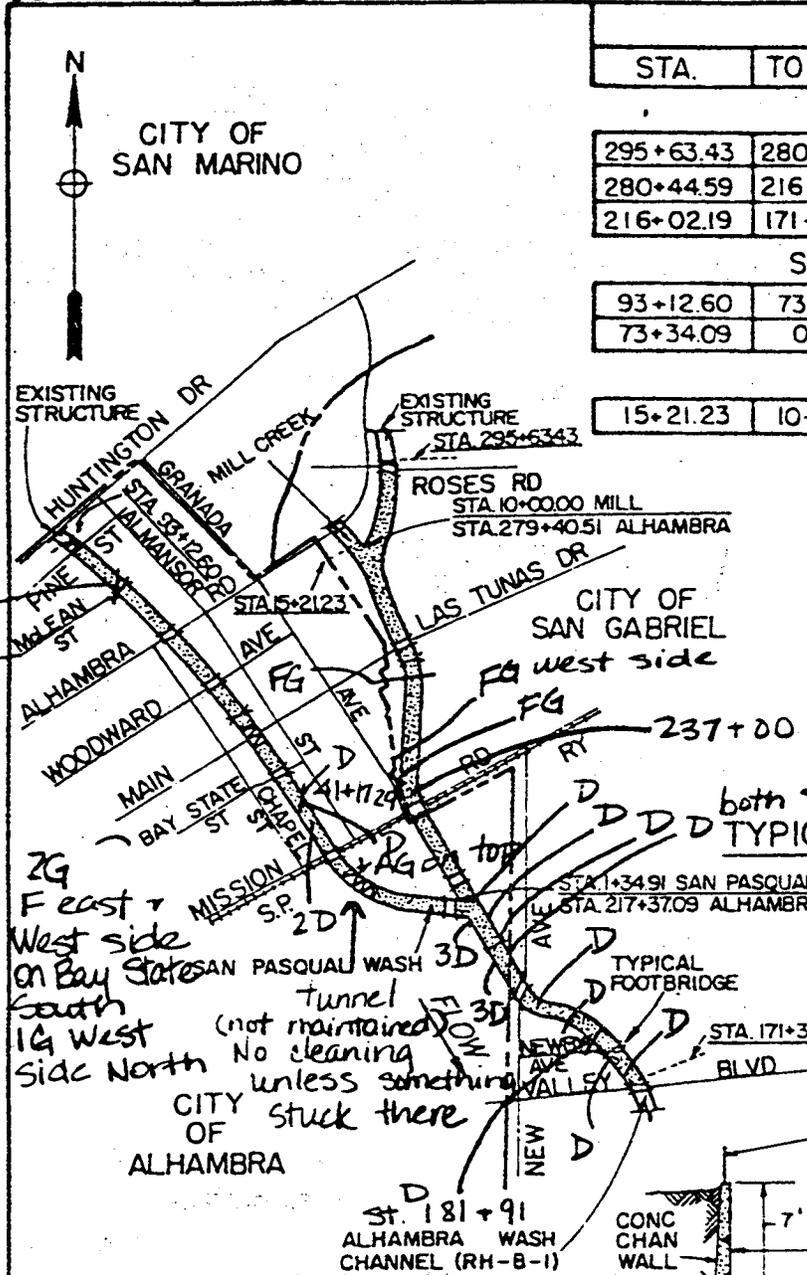
it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

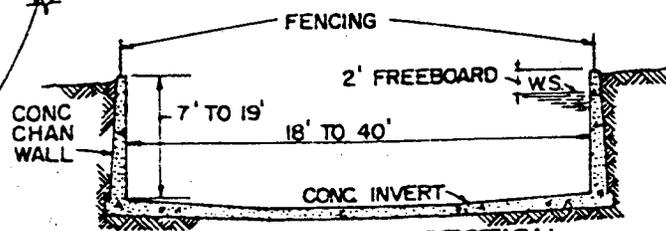
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DESIGN DATA				
STA.	TO STA.	SECT	V	Q
ALHAMBRA WASH				
295+63.43	280+44.59	RECT	35.0-41.9	3,350
280+44.59	216+02.19	RECT	31.1-35.4	8,650
216+02.19	171+30.00	RECT	31.2-35.0	12,360
SAN PASQUAL WASH				
93+12.60	73+34.09	RECT	27.4-38.2	4,000
73+34.09	0+00.00	RECT	29.7-41.2	4,550
MILL CREEK				
15+21.23	10+00.00	RECT	31.3	5,330



TYPICAL COVERED SECTION
(AS NOTED)

C is cement with vertical wall.



TYPICAL OPEN SECTION
STA 295+6343 TO STA.171+30.00
SAN PASQUAL WASH
STA 93+12.60 TO STA.1+34.91

CF all no asphalt repair although asphalt exists - C is cement.

LEGEND

- TYPICAL OPEN SECTION
- TYPICAL CLOSED SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

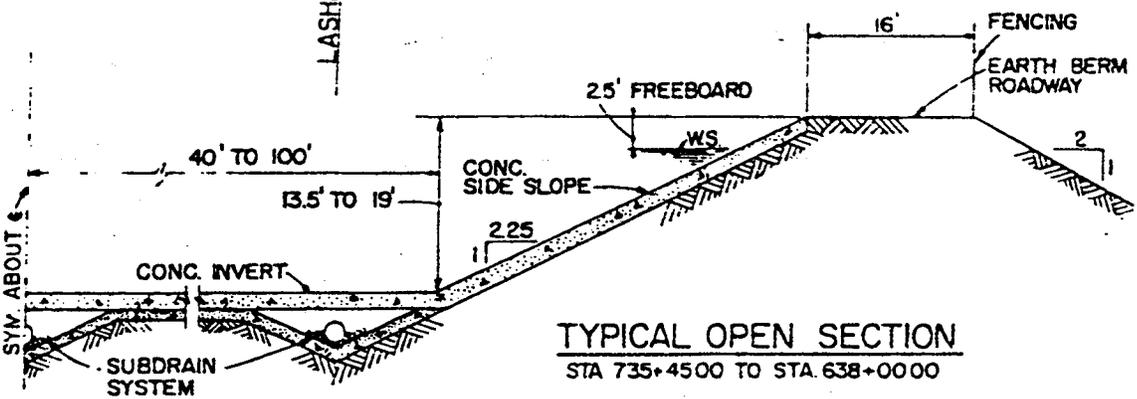
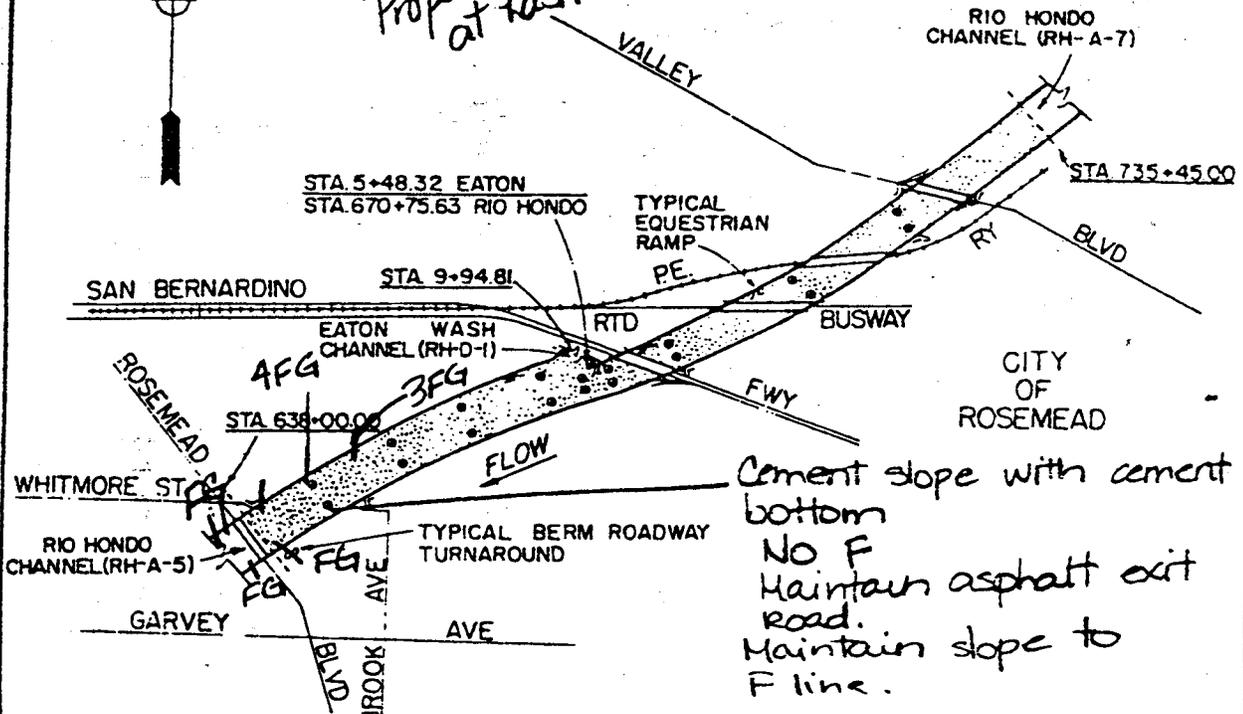
OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA
ALHAMBRA WASH CHANNEL
ROSES RD TO VALLEY BLVD
SAN PASQUAL BRANCH
SCALE IN FEET

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

DESIGN DATA				
STA	TO STA	SECT	V	Q
735+4500	671+0000	TRAP	13.5-27.0	31,000
671+0000	638+0000	TRAP	23.6-31.1	45,000

No SD

Property boundary at Lashbrook



TYPICAL OPEN SECTION
STA 735+4500 TO STA 638+0000

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- CITY OR COUNTY BOUNDARY
- CONST PROJECT LIMIT
- SUBDRAIN MANHOLE

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA
RIO HONDO CHANNEL
VALLEY BLVD TO
WHITTIER NARROWS

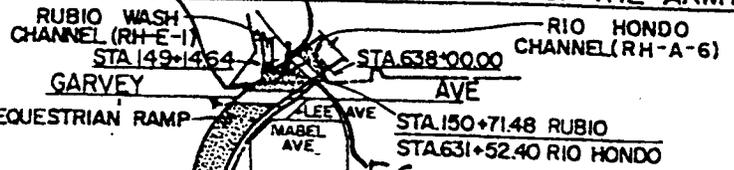
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

CORPS OF ENGINEERS

No F on C

FG DEPARTMENT OF THE ARMY RH-A-5

Concreted slope wall and bottom of C from St. 590.

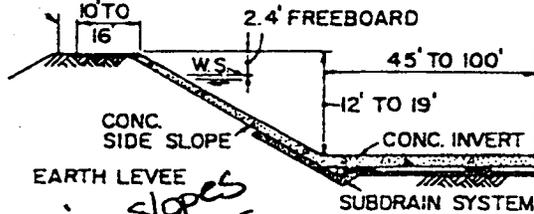
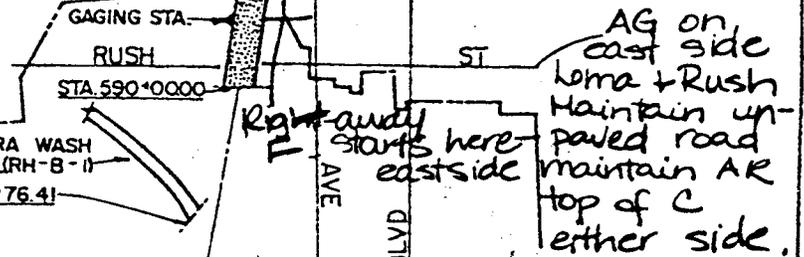


CITY OF ROSEMEAD

Exit road is asphalted SOUTH EL MONTE

I=D

Garvey - 2G on southside, west - 1G on north-east about 50' F around G FENCING and B to street

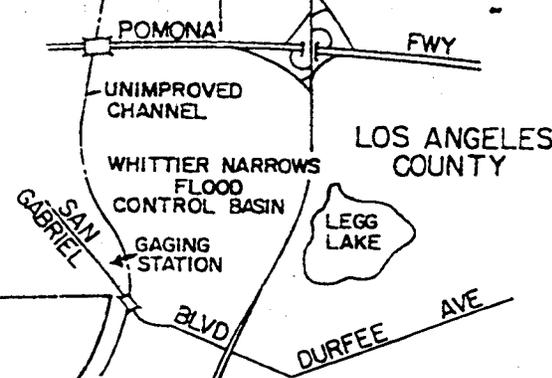


Maintain slopes C side and over road crest

TYPICAL OPEN SECTION

STA. 638+0000 TO STA. 590+0000
 STA. 442+23.71 TO STA. 437+23.71

CITY OF MONTEBELLO



STA. 437+23.71 STA. 442+23.71

RIO HONDO CHANNEL (RH-A-4)

WHITTIER NARROWS DAM

CITY OF PICO RIVERA

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- CONST PROJECT LIMIT
- COUNTY OR CITY BOUNDARY

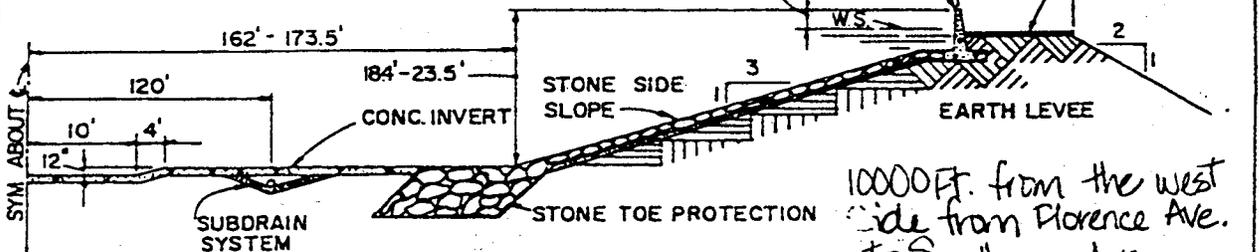
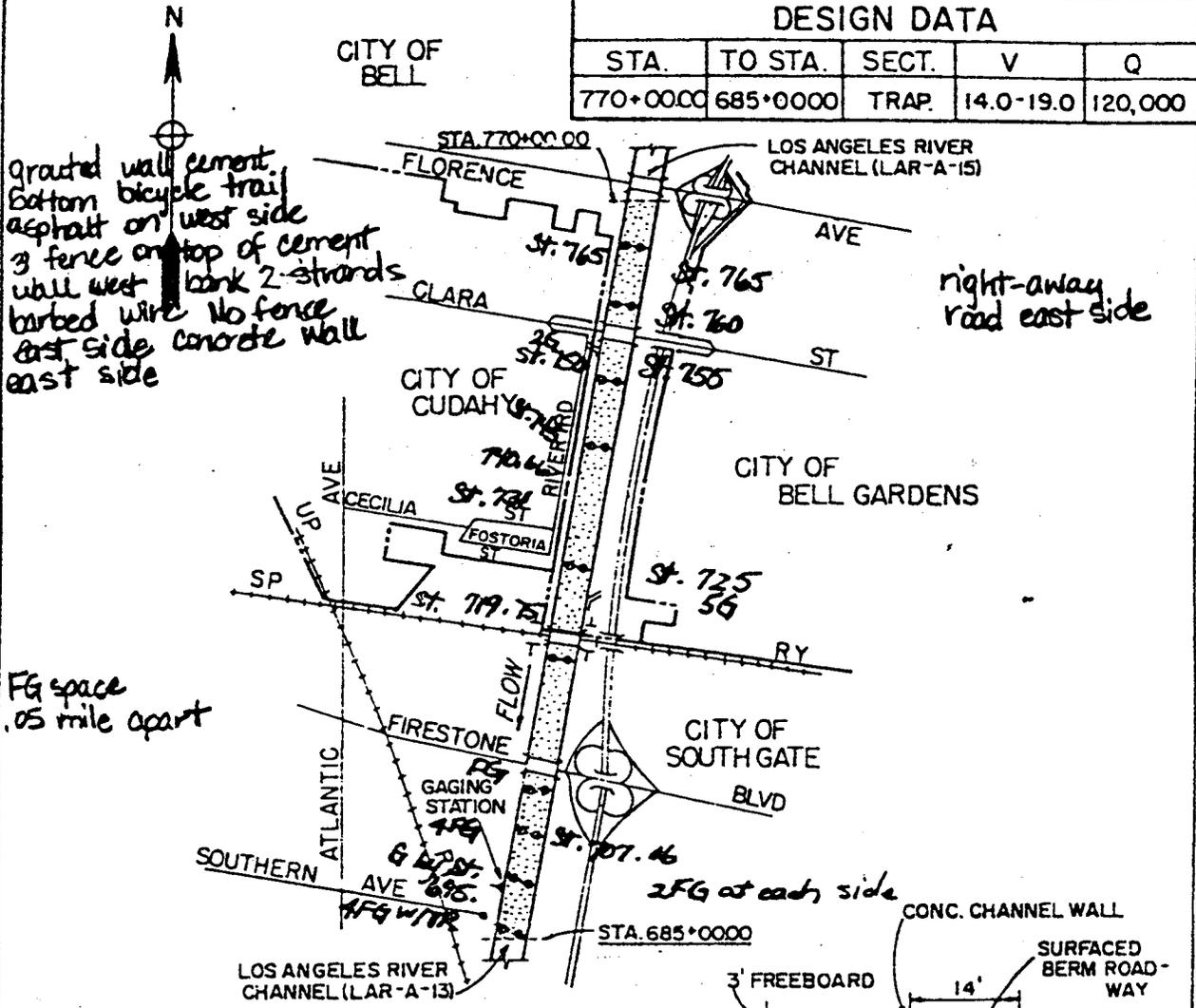
OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

RIO HONDO CHANNEL
 WHITTIER NARROWS FLOOD CONTROL BASIN
 SCALE IN FEET



OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA RH-A-5

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
770+00.00	685+00.00	TRAP.	14.0-19.0	120,000



LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM DEAD END
- TYPICAL BERM-ACCESS RAMP
- SUBDRAIN MANHOLE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

**LOS ANGELES RIVER CHANNEL
FLORENCE AVE TO STEWART & GRAY RD**

SCALE IN FEET
0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA
LAR-A-14

OPERATION AND MAINTENANCE MANUAL

DATA SHEET
LAR-A-15

LOS ANGELES RIVER CHANNEL
Randolph St to Florence Ave

Construction Data

Contract No:	INVERT DA 57-7 Clifford C. Bong Co	SIDE SLOPES Force Account
Specifications:	CIVENG 56-72	
Plans:	D.O. Series 147/16-33	D.O. LA427/1-73 and 428/1-6
Start:	27 July 1956	1937
Finish:	15 January 1957	May 1942
Folio Title:	LOS ANGELES RIVER IMPROVEMENT Atlantic Ave to Florence Ave	LOS ANGELES RIVER IMPROVEMENT Randolph St to Stewart and Gray Rd

Local Assurances

Resolution Dated:
Operation and Maintenance Transferred to: Operations Branch,
Corps of Engineers

Stormflow Data

Gaging Station Location: none

Access Ramps

To Invert: none; use LAR-A-13

To Right Berm: none
To Left Berm: none

Bridges

<u>Location or Street Name</u>	<u>Integral with Channel</u>		<u>Owner</u>
	<u>Piers</u>	<u>Abutments</u>	
Gage Ave	4	0	City of Bell
Florence Ave	5	0	City of Bell

Reporting Features

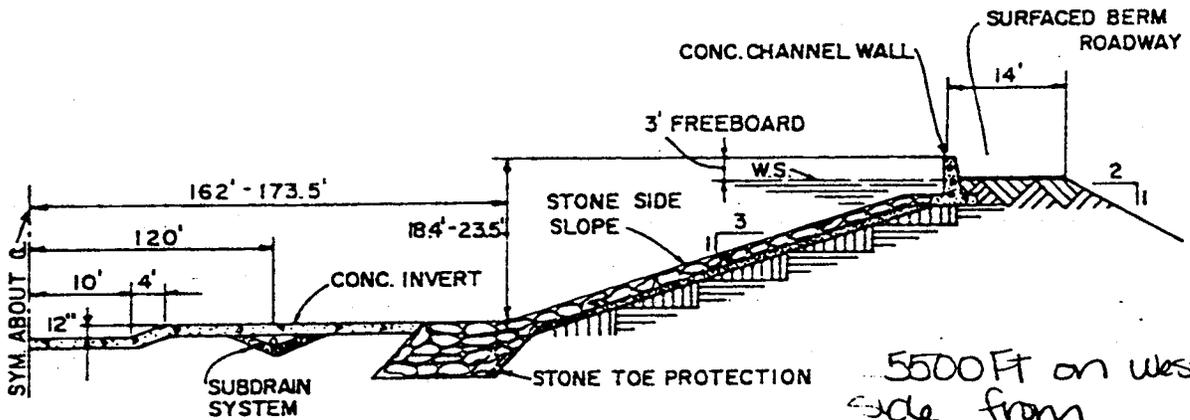
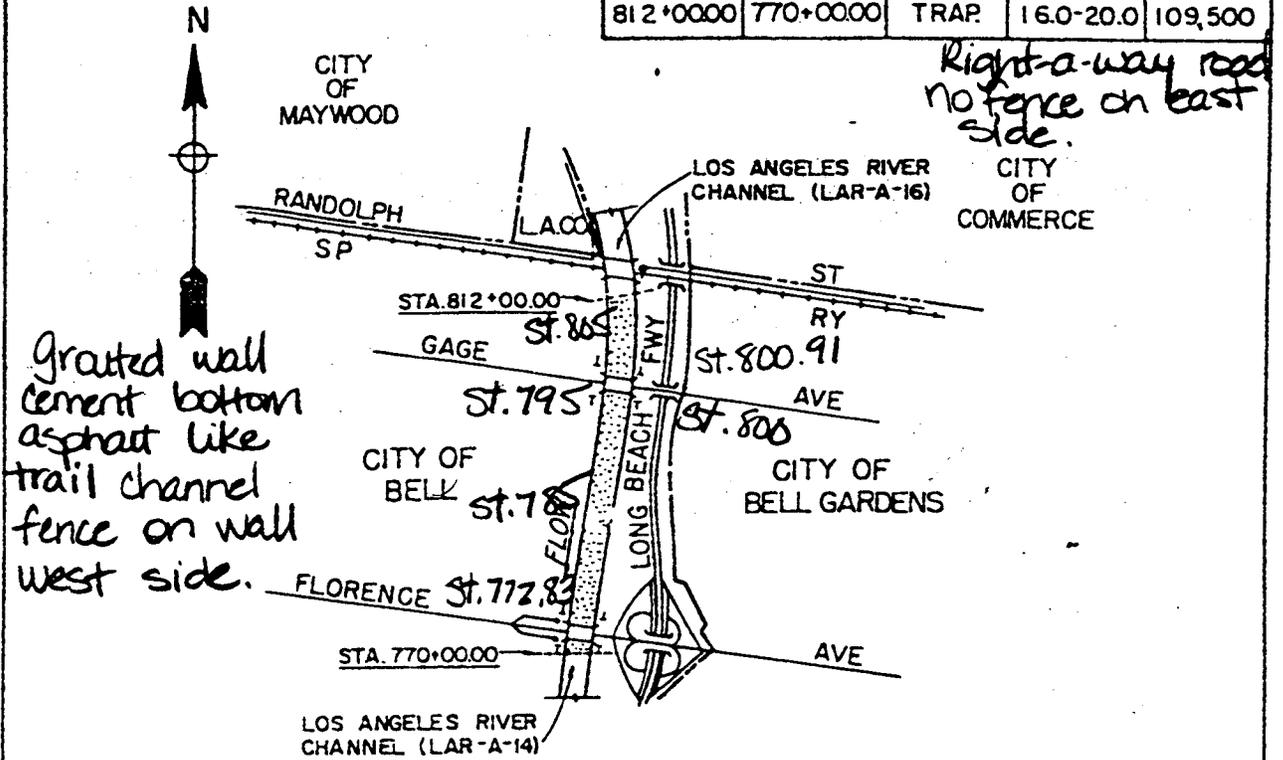
Along Channel

Concrete channel invert
Concrete channel walls
Stone channel side slopes
Stone toe protection
Surfaced berm roadway
Subdrain system
Fencing
Rights-of-way

At a Channel Station

Side drain
Bridge
Public utility

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
812+00.00	770+00.00	TRAP.	16.0-20.0	109,500



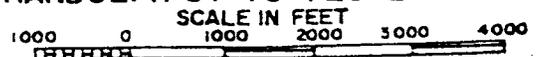
TYPICAL OPEN SECTION to Florence Ave.
STA. 812+00.00 TO STA. 770+00.00

5500 Ft on west side from Randolph St.

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
RANDOLPH ST TO FLORENCE AVE



OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

OPERATION AND MAINTENANCE MANUAL

DATA SHEET
LAR-A-16

LOS ANGELES RIVER CHANNEL
Atlantic Blvd to Randolph St

Construction Data

Contract No:	INVERT DA 59-119 Griffith Co	SIDE SLOPES Force Account
Specifications:	CIVENG 59-23	
Plans:	D.O. Series 147/36-67	D.O. LA347/1-75 and 348/1-29
Start:	30 March 1959	1941
Finish:	7 October 1959	July 1942
Folio Title:	LOS ANGELES RIVER IMPROVEMENT Soto St to Randolph St	LOS ANGELES RIVER IMPROVEMENT Atlantic Ave to Randolph St

Local Assurances

Resolution Dated:
Operation and Maintenance Transferred to: Operations Branch,
Corps of Engineers

Stormflow Data

Gaging Station Location: none

Access Ramps

To Invert: none; use LAR-A-13

To Right Berm: Slauson Ave

To Left Berm: none

Bridges

<u>Location or Street Name</u>	<u>Integral with Channel</u>		<u>Owner</u>
	<u>Piers</u>	<u>Abutments</u>	
Slauson Ave	4	0	City of Los Angeles
P.E. Ry	3	0	P.E.R.R.

Reporting Features

Along Channel

Earth channel levee
Earth and surfaced berm roadway
Concrete channel invert
Concrete channel walls
Stone channel side slopes
Stone toe protection
Subdrain system
Fencing
Rights-of-way

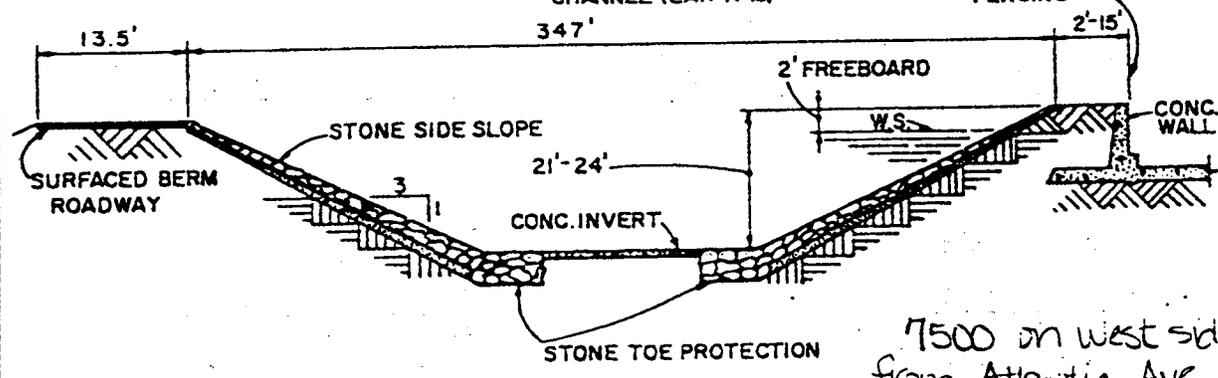
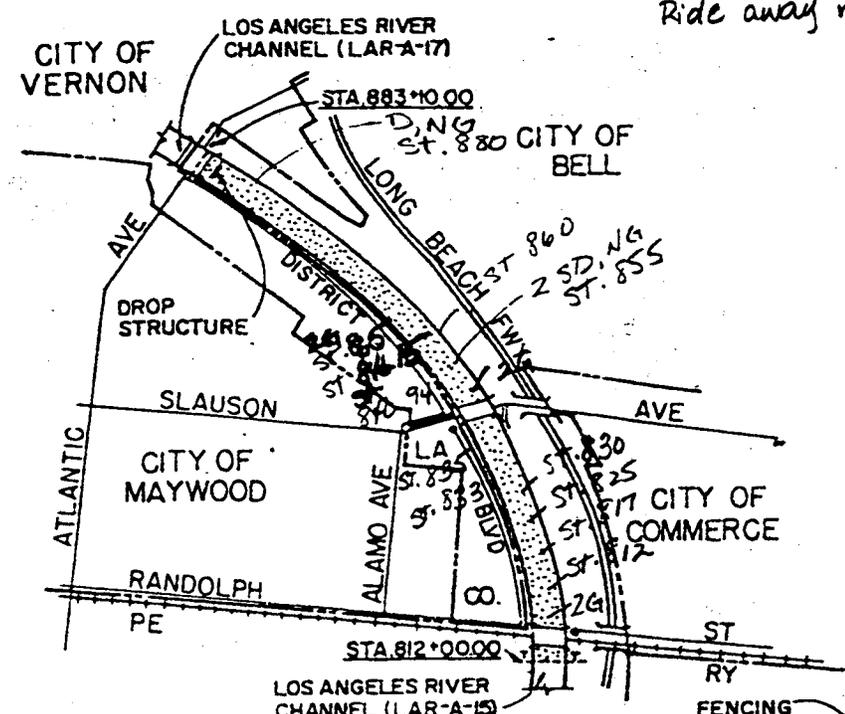
At a Channel Station

Surfaced berm-access ramp
Side drain
Bridge
Public utility
Drop structure

West side channel fence
on top of cement wall asphalt
bike trail graded slope cement
bottom.

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
883+10.00	812+00.00	TRAP.	17.9-19.9	109,500

No fence east side
Ride away road



7500 on west side
from Atlantic Ave.
to Randolph St.

TYPICAL OPEN SECTION
STA. 883+10.00 TO STA. 812+00.00

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
ATLANTIC BLVD TO RANDOLPH ST

SCALE IN FEET
1000 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

LAR-A-16

OPERATION AND MAINTENANCE MANUAL

DATA SHEET
LAR-A-17

LOS ANGELES RIVER CHANNEL
Downey Rd to Atlantic Blvd

Construction Data

Contract No:	DA 59-119	ENG 994
	Griffith Co	Rohl Connely Co
Specifications:	CIVENG 59-23	
Plans:	D.O. Series 147/36-67	D.O. LA417/3-75,418/1-43
Start:	30 March 1959	March 1940
Finish:	7 October 1959	December 1940
Folio Title:	LOS ANGELES RIVER IMPROVEMENT	LOS ANGELES RIVER IMPROVEMENT
	Soto St to Randolph St	Downey Rd to Atlantic Blvd

Local Assurances

Resolution Dated:
Operation and Maintenance Transferred to: Operations Branch,
Corps of Engineers

Stormflow Data

Gaging Station Location: none

Access Ramps

To Invert: none; use LAR-A-13

To Right Berm: none
To Left Berm: Bandini Blvd, Atlantic Blvd

Bridges

<u>Location or Street Name</u>	<u>Integral with Channel</u>		<u>Owner</u>
	<u>Piers</u>	<u>Abutments</u>	
L.A. Junction Ry	4	0	L.A.J.R.R.
Atlantic Blvd	6	2	State of California

Reporting Features

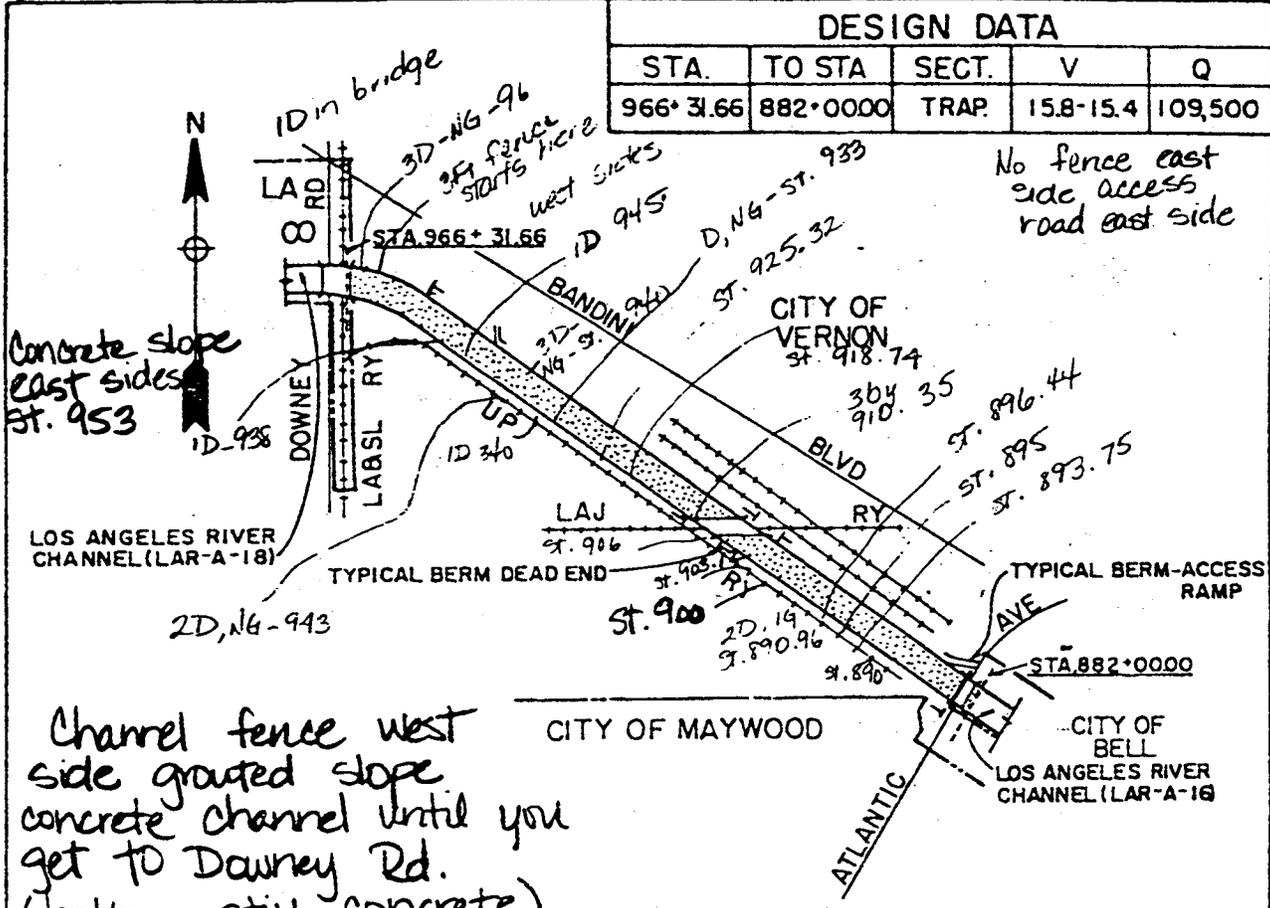
Along Channel

Earth channel levee
Concrete channel invert
Stone channel side slopes
Stone toe protection
Surfaced berm roadway
Fencing
Rights-of-way

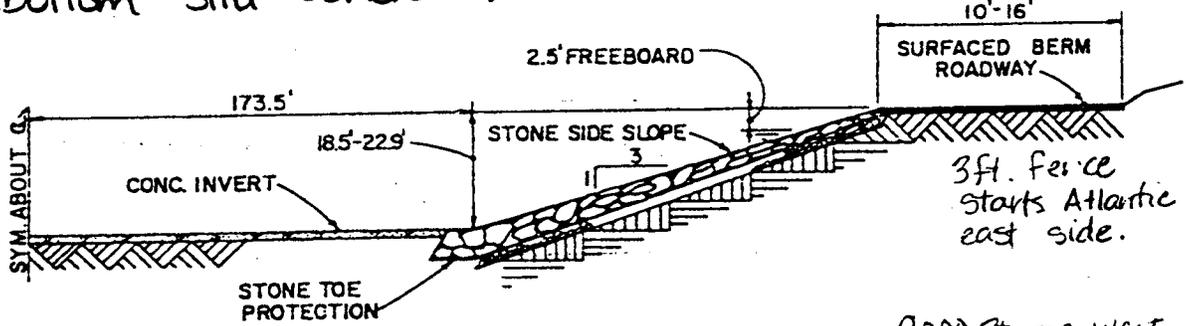
At a Channel Station

Side drain
Surfaced berm-access ramp
Bridge
Public utility

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
966+31.66	882+00.00	TRAP	15.8-15.4	109,500



Channel fence west side graded slope concrete channel until you get to Downey Rd. (bottom still concrete)



TYPICAL OPEN SECTION
STA. 966+31.66 TO STA. 882+00.00

9000 ft. on west side from Downey Rd. to Atlantic Ave.

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALI FORNIA

**LOS ANGELES RIVER CHANNEL
DOWNEY RD TO ATLANTIC BLVD**

SCALE IN FEET
0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

LAR-A-17

OPERATION AND MAINTENANCE MANUAL

DATA SHEET
LAR-A-18

LOS ANGELES RIVER CHANNEL
Soto St to Downey Rd

Construction Data

Contract No:	DA 59-119	Force Account
	Griffith Co	
Specifications:	CIVENG 59-23	
Plans:	D.O. Series 147/36-67	D.O. LA333/6-71
Start:	3 March 1959	1938
Finish:	7 October 1959	November 1940
Folio Title:	LOS ANGELES RIVER IMPROVEMENT	LOS ANGELES RIVER IMPROVEMENT
	Soto St to Randolph St	Soto St to Downey Rd

Local Assurances

Resolution Dated:
Operation and Maintenance Transferred to: Operations Branch,
Corps of Engineers

Stormflow Data

Gaging Station Location: none

Access Ramps

To Invert: at Downey Rd (sta 968+40±)

To Right Berm: Downey Rd
To Left Berm: Bandini Blvd, Downey Rd

Bridges

<u>Location or Street Name</u>	<u>Integral with Channel</u>		<u>Owner</u>
	<u>Piers</u>	<u>Abutments</u>	
Bandini Blvd	7	0	City of Vernon
Downey Rd	5	0	Los Angeles County
U.P. Ry	11	0	U.P.R.R.

Reporting Features

Along Channel

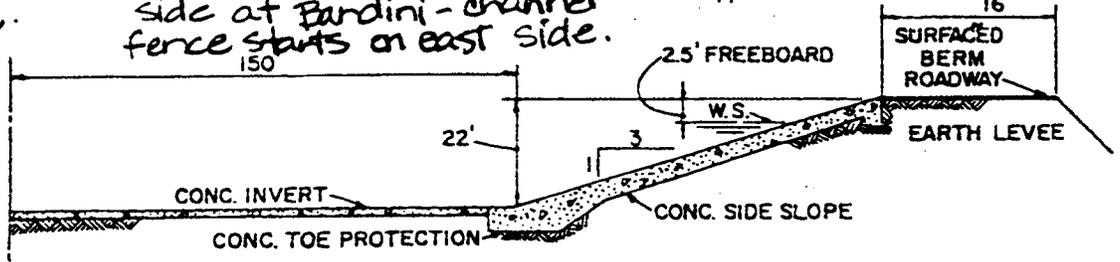
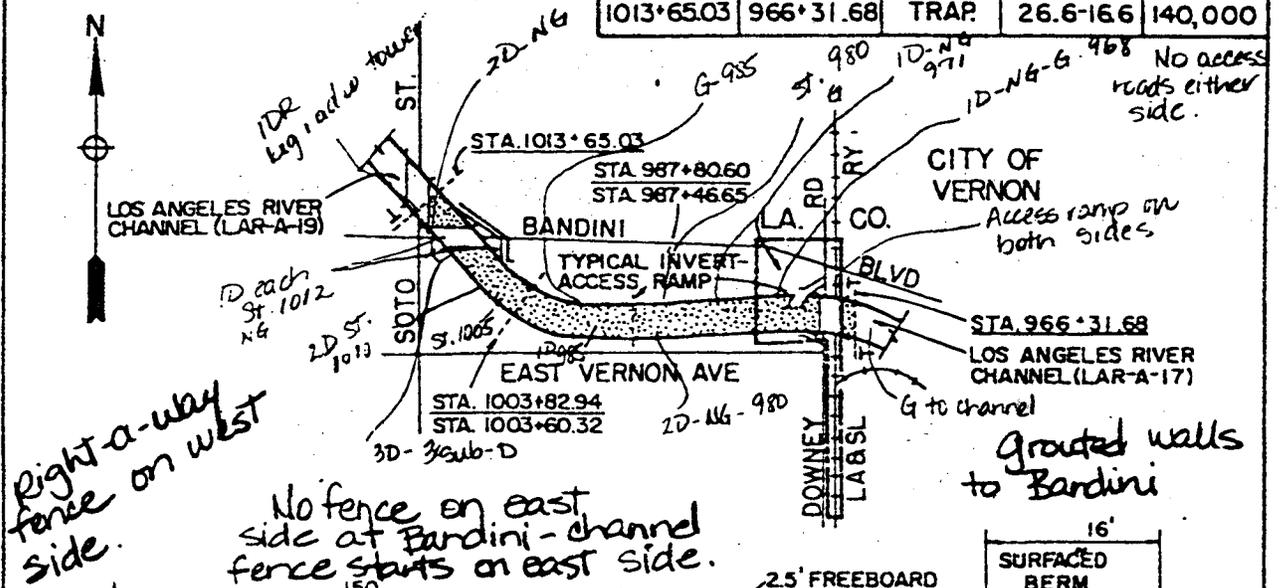
Concrete channel invert
Concrete and stone channel side slopes
Stone and concrete toe protection
Surfaced berm roadway
Fencing
Rights-of-way

At a Channel Station

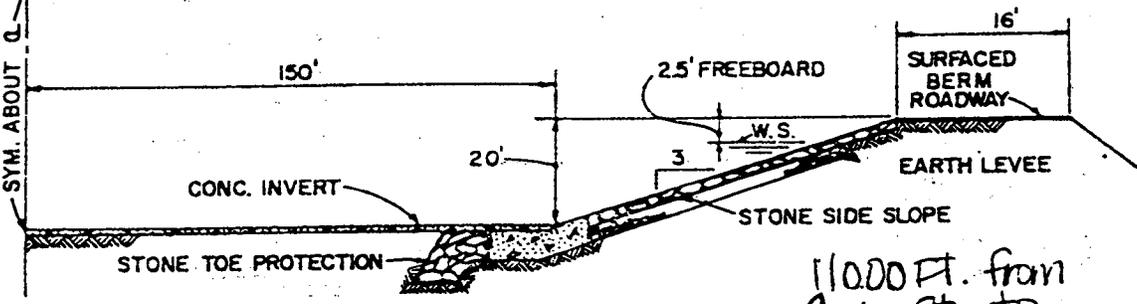
Earth and surfaced berm-access ramp
Concrete invert-access ramp
Side drain
Bridge
Public utility

Vertical walls both sides at Bardini

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
1013+65.03	966+31.68	TRAP	26.6-16.6	140,000



TYPICAL OPEN SECTION
 RIGHT: STA. 1013+00.00 TO STA. 987+80.60
 LEFT: STA. 1013+00.00 TO STA. 1003+82.94



TYPICAL OPEN SECTION
 RIGHT: STA. 987+45.65 TO STA. 966+31.68
 LEFT: STA. 1003+60.32 TO STA. 966+31.68

11,000 Ft. from Soto St. to Downey Rd.

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

LOS ANGELES RIVER CHANNEL
 SOTO ST TO DOWNEY RD

SCALE IN FEET
 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA LAR-A-18

OPERATION AND MAINTENANCE MANUAL

DATA SHEET
LAR-A-19

LOS ANGELES RIVER CHANNEL
Washington Blvd to Soto St

Construction Data

Contract No: Force Account

Start: 1938

Finish: January 1939

Plans: LA 322/1-40

Folio Title: LOS ANGELES RIVER IMPROVEMENT
S.P. Ry to Soto St

Local Assurances

Resolution Dated:

Operation and Maintenance Transferred to: Operations Branch,
Corps of Engineers

Stormflow Data

Gaging Station Location: none

Access Ramps

To-Invert: none; use LAR-A-18

To Right Berm: none

To Left Berm: Soto St

Bridges

<u>Location or Street Name</u>	<u>Integral with Channel</u>		<u>Owner</u>
	<u>Piers</u>	<u>Abutments</u>	
Washington Blvd	4	0	City of Los Angeles
A.T.S.F. Ry	3	0	A.T.S.F.R.R.
Twenty-sixth St	2	2	City of Los Angeles
Soto St	5	2	City of Los Angeles

Reporting Features

Along Channel

Earth berm roadway
Concrete channel invert
Concrete channel walls
Subdrain system
Fencing
Rights-of-way

At a Channel Station

Side drain
Surfaced berm-access ramp
Bridge
Public utility

No asphalt

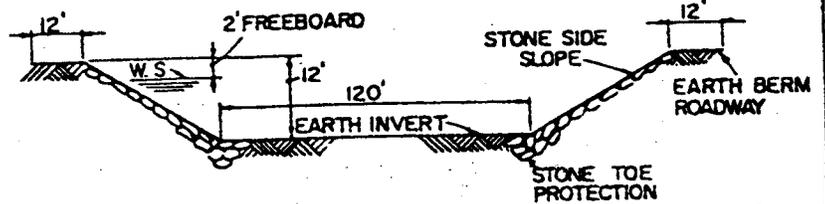
DESIGN DATA

STA.	TO STA.	SECT.	V	Q
270°09.61	228°15.99	RECT.	12.8-13.1	9,000
228°15.99	199°31.00	TRAP	6.0-13.1	10,900

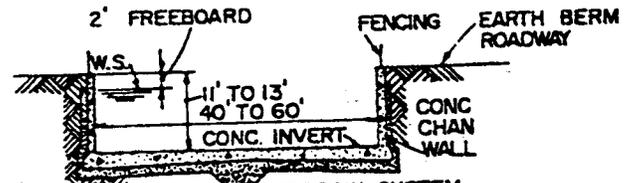


CITY OF COMPTON

Channel + right-a-way both sides from RR bridge to Alondra channel is all cement with vertical wall



TYPICAL OPEN SECTION
STA. 228°15.99 TO STA. 199°31.00



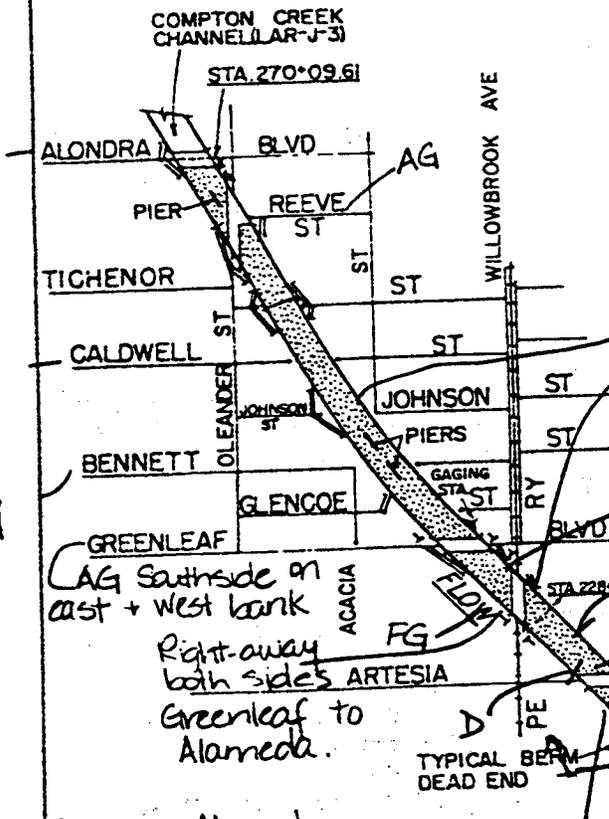
TYPICAL OPEN SECTION
STA. 270°09.61 TO STA. 228°15.99

I = D

4G
2N, 2S

4G
2N, 2S

AG
to road



AG Southside on east + west bank
Right-way both sides
Greenleaf to Alameda.

Not fenced in - graded slope ungraded bottom

AG by Alameda north of bridge both sides of channel

Channel bed not cemented but slopes are

* No fence repair around auto plaza

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - FOOTBRIDGE
 - CONST PROJECT LIMIT
 - COUNTY OR CITY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA
COMPTON CREEK CHANNEL
ALONDRA BLVD TO S.P. RY
SCALE IN FEET
1000 0 1000 2000 3000 4000
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA LAR-J-2

OPERATION AND MAINTENANCE MANUAL

DATA SHEET
LAR-J-3

COMPTON CREEK CHANNEL
122nd St to Alondra Blvd

Construction Data

Contract No:

Start:	1938	1949
Finish:	1939	1950
Specifications:		
Plans:	D.O. Series 8/1-24, 10/1-153	D.O. Series 398/100-108, 401/1-13
Folio Title:	COMPTON CREEK IMPROVEMENT Greenleaf St to Hooper Ave Storm Drain	COMPTON CREEK Main St to Los Angeles River

Local Assurances

Resolution Dated:

Operation and Maintenance Transferred to: Operations Branch,
Corps of Engineers

Stormflow Data

Gaging Station Location: none

Access Ramps

To Invert: none; use LAR-J-4

To Right Berm: El Segundo Blvd, Parmalee Ave, through parking lot at Cressey Park, Cressey Ave, Rosecrans St, Sherer Pl, Colin St, Alondra Blvd
To Left Berm: El Segundo Blvd, N. Slater Ave, Cressey Ave, Rosecrans Ave, Cedar St, Elm St, Brazil St, Wilmington Ave, Compton Blvd, road behind Compton High School

Bridges

Location or Street Name	Integral with Channel		Owner
	Piers	Abutments	
El Segundo Blvd	1	2	City of Compton
Sta 383+43	0	2	City of Compton (footbridge)
Sta 339+48	1	0	Utility bridge
Rosecrans Ave	1	2	City of Compton
Sta 324+79	0	2	City of Compton (footbridge)
Wilmington Ave	1	2	City of Compton
Compton Blvd	1	2	City of Compton
Alondra Blvd	1	2	City of Compton

Reporting Features

Along Channel

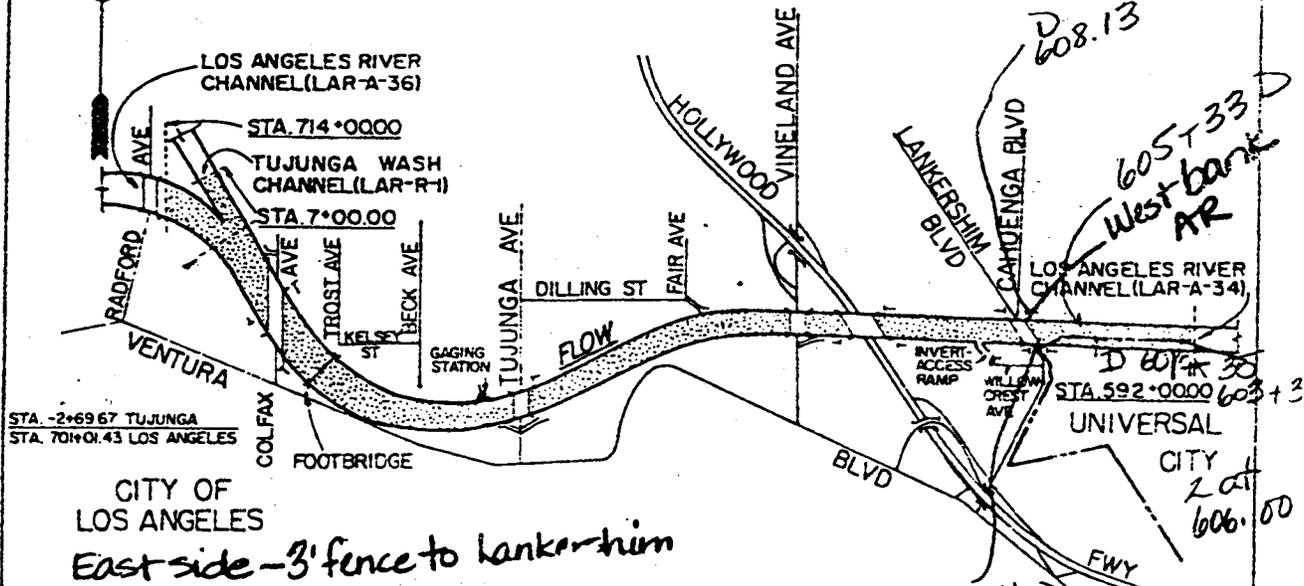
Surfaced and earth berm roadway
Concrete channel invert
Concrete channel walls
Subdrain system
Fencing
Rights-of-way

At a Channel Station

Surfaced and earth berm-access ramp
Side drain
Bridge
Public Utility

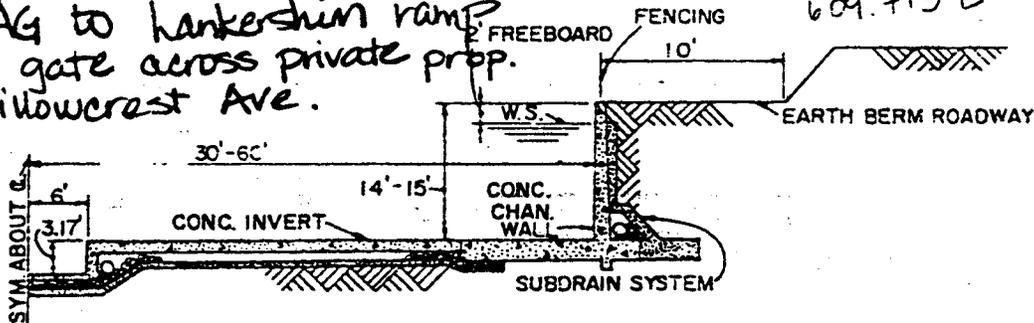
Vertical wall both sides concrete bottom 3' fence west side to Lankershim.

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
714.0000	703.6700	RECT.	30.6-31.6	24,000
703.6700	606.0000	RECT.	31.5	52,000
606.0000	592.0000	RECT.	31.3-32.0	55,000



East side - 3' fence to Lankershim

AG to Lankershim ramp pole gate across private prop. at Willowcrest Ave.



TYPICAL OPEN SECTION
STA. 714.0000 TO STA. 592.0000 *Lankershim Blvd.*

28000 FT. all around from Radford Ave. to Lankershim Blvd.

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- TYPICAL BERM DEAD END
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

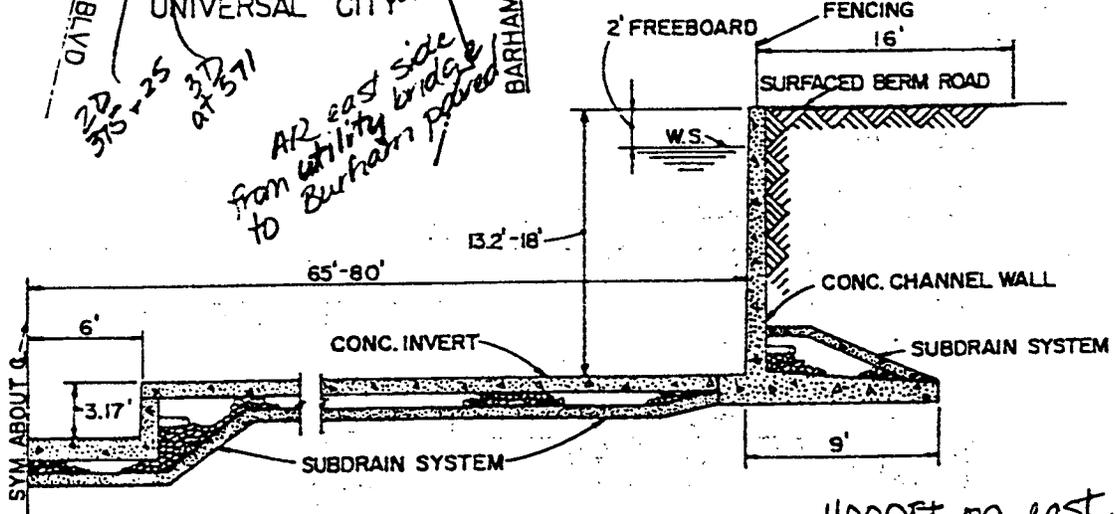
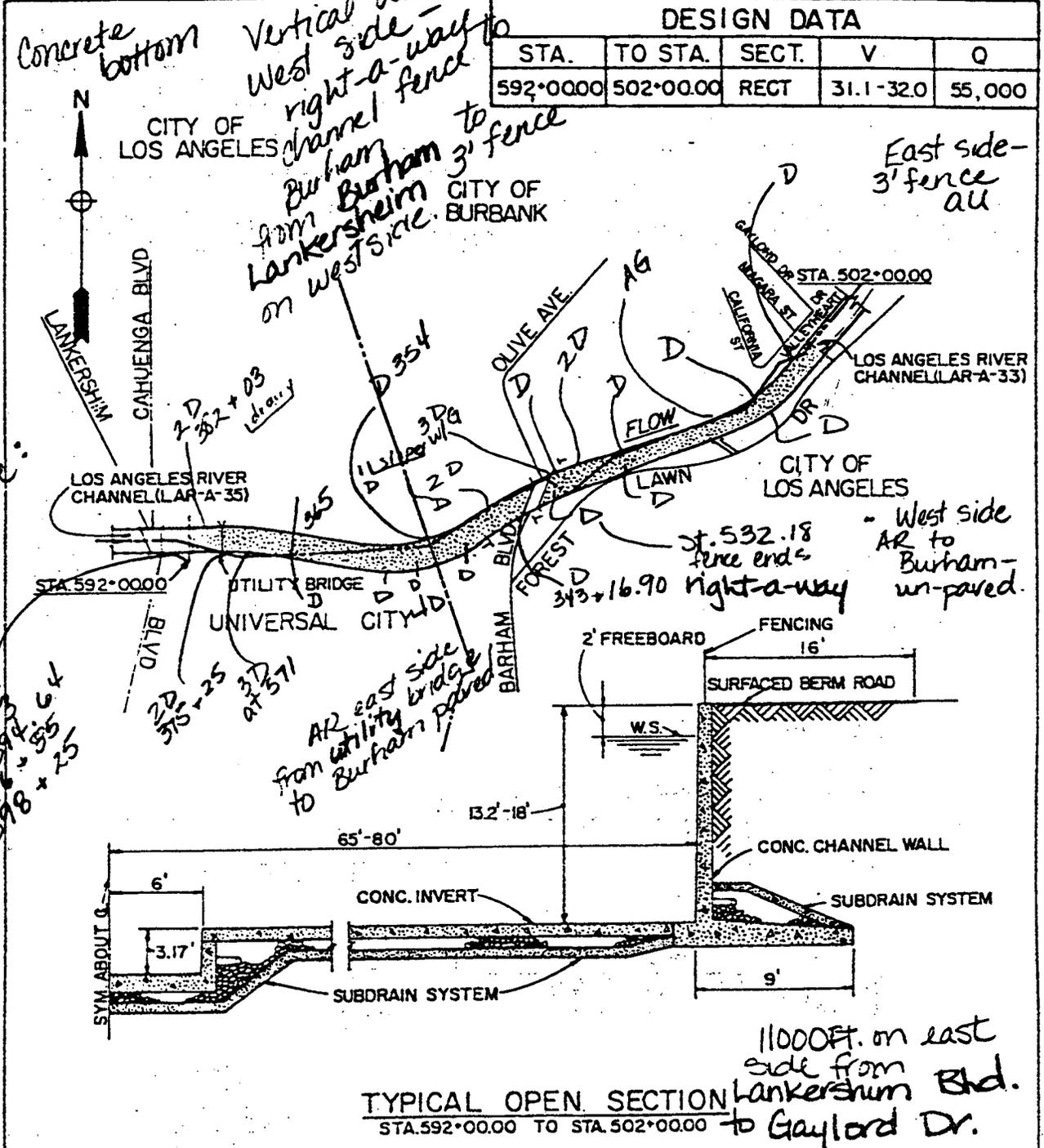
LOS ANGELES RIVER CHANNEL
RADFORD AVE TO LANKERSHIM BLVD

SCALE IN FEET
1000 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

DESIGN DATA

STA.	TO STA.	SECT.	V	Q
592+0000	502+00.00	RECT	31.1-32.0	55,000



TYPICAL OPEN SECTION
 STA. 592+00.00 TO STA. 502+00.00
 11000 FT. on east side from Lankershim Blvd. to Gaylord Dr.

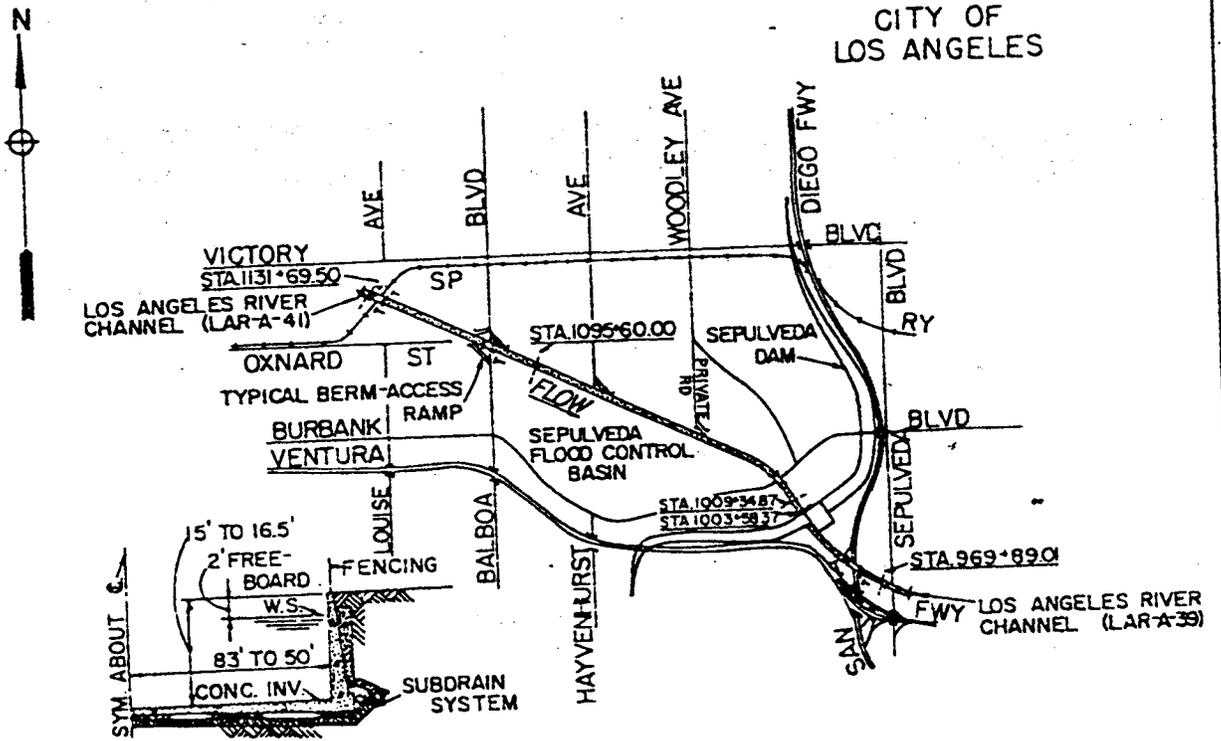
- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

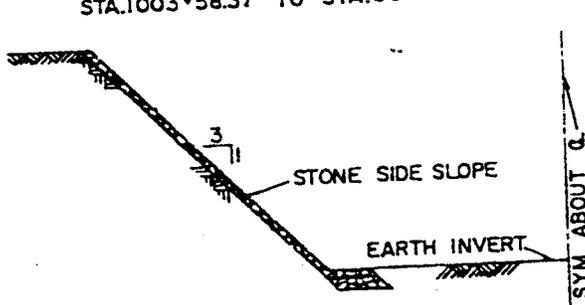
LOS ANGELES RIVER CHANNEL
 LANKERSHIM BLVD TO NIAGARA ST

SCALE IN FEET
 0 1000 2000 3000 4000

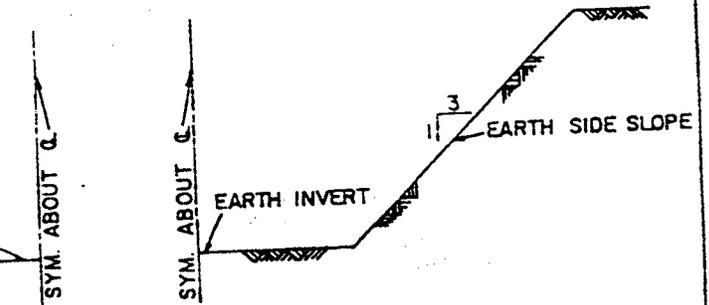
OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA
 LAR-A-34



TYPICAL OPEN SECTION
STA. 1003+58.37 TO STA. 969+89.01



TYPICAL OPEN SECTION
STA. 1131+69.50 TO STA. 1095+60.00



TYPICAL OPEN SECTION
STA. 1095+60.00 TO STA. 1003+58.37
STONE INVERT:
STA. 1009+34.87 TO STA. 1003+58.37

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT

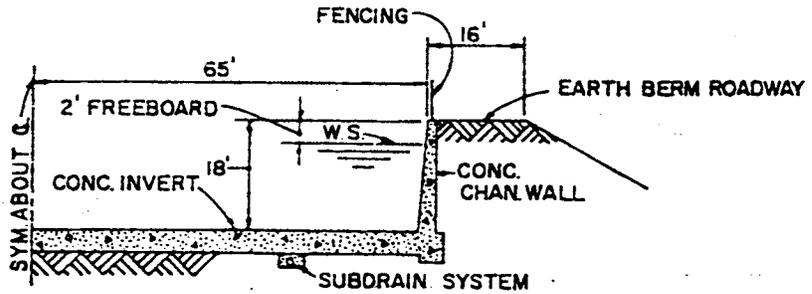
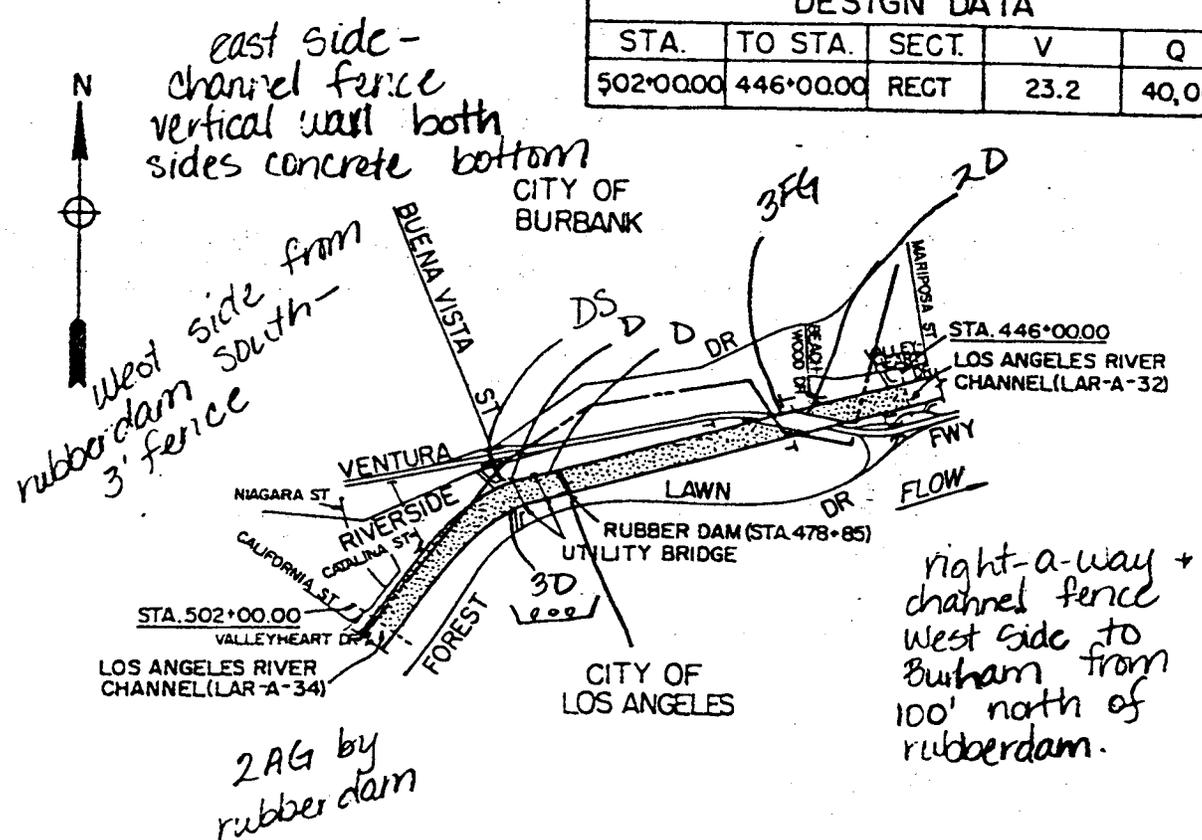
OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
SEPULVEDA FLOOD CONTROL BASIN

SCALE IN FEET
2000 0 2000 4000 6000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA LAR-A-40

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
502+00.00	446+00.00	RECT	23.2	40,000



TYPICAL OPEN SECTION
STA. 502+00.00 TO STA. 446+00.00
1400 Ft. all around from Valleyheart Dr. to Mariposa St.

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- TYPICAL BERM DEAD END
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

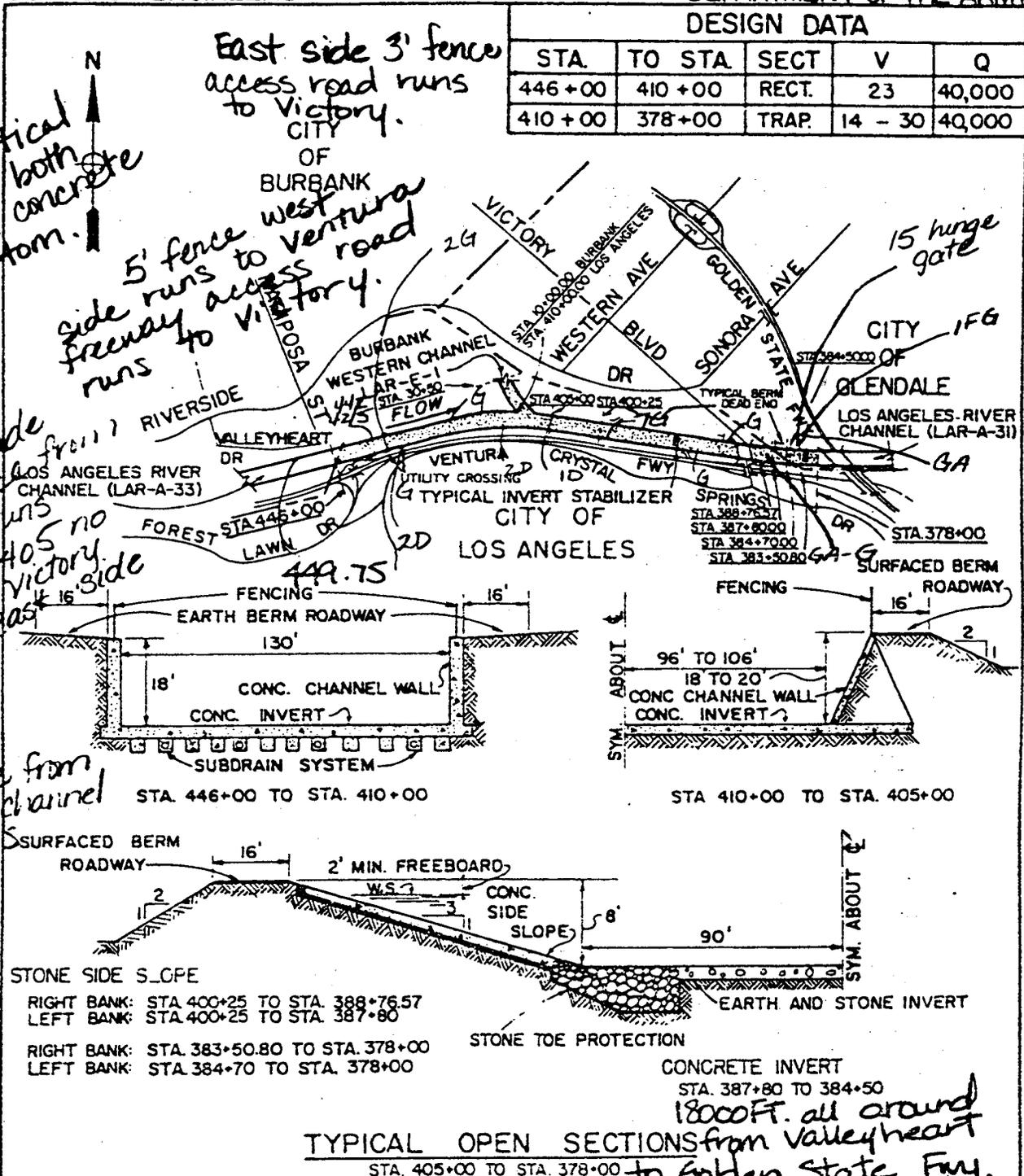
OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
NIAGARA ST TO MARIPOSA ST

SCALE IN FEET
0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA
LAR-A-33

DESIGN DATA				
STA	TO STA	SECT	V	Q
446+00	410+00	RECT.	23	40,000
410+00	378+00	TRAP.	14 - 30	40,000



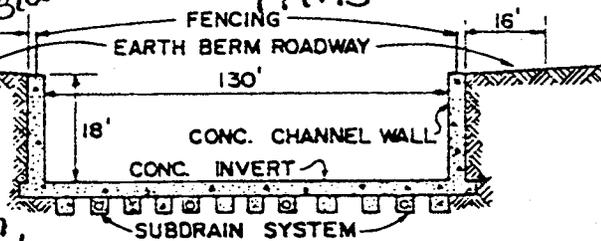
Vertical wall both sides concrete bottom.

East side 3' fence access road runs to Victory.

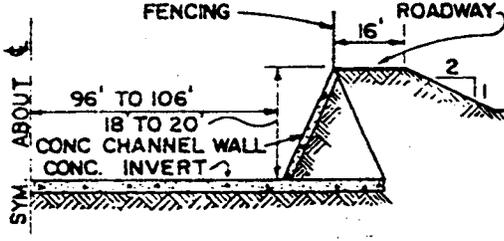
5' fence west side runs to Ventura freeway access road runs to Victory.

east side 5' fence runs to Victory St. 405 no Victory St. 3' fence to 2G to east side

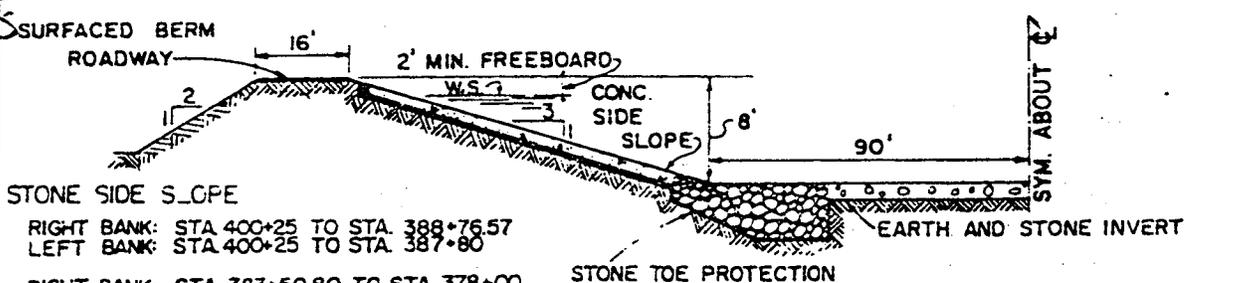
5' fence from Burbank channel both sides



STA. 446+00 TO STA. 410+00



STA 410+00 TO STA. 405+00



RIGHT BANK: STA 400+25 TO STA. 388+76.57
LEFT BANK: STA 400+25 TO STA. 387+80

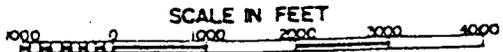
RIGHT BANK: STA. 383+50.80 TO STA. 378+00
LEFT BANK: STA. 384+70 TO STA. 378+00

CONCRETE INVERT
STA. 387+80 TO 384+50

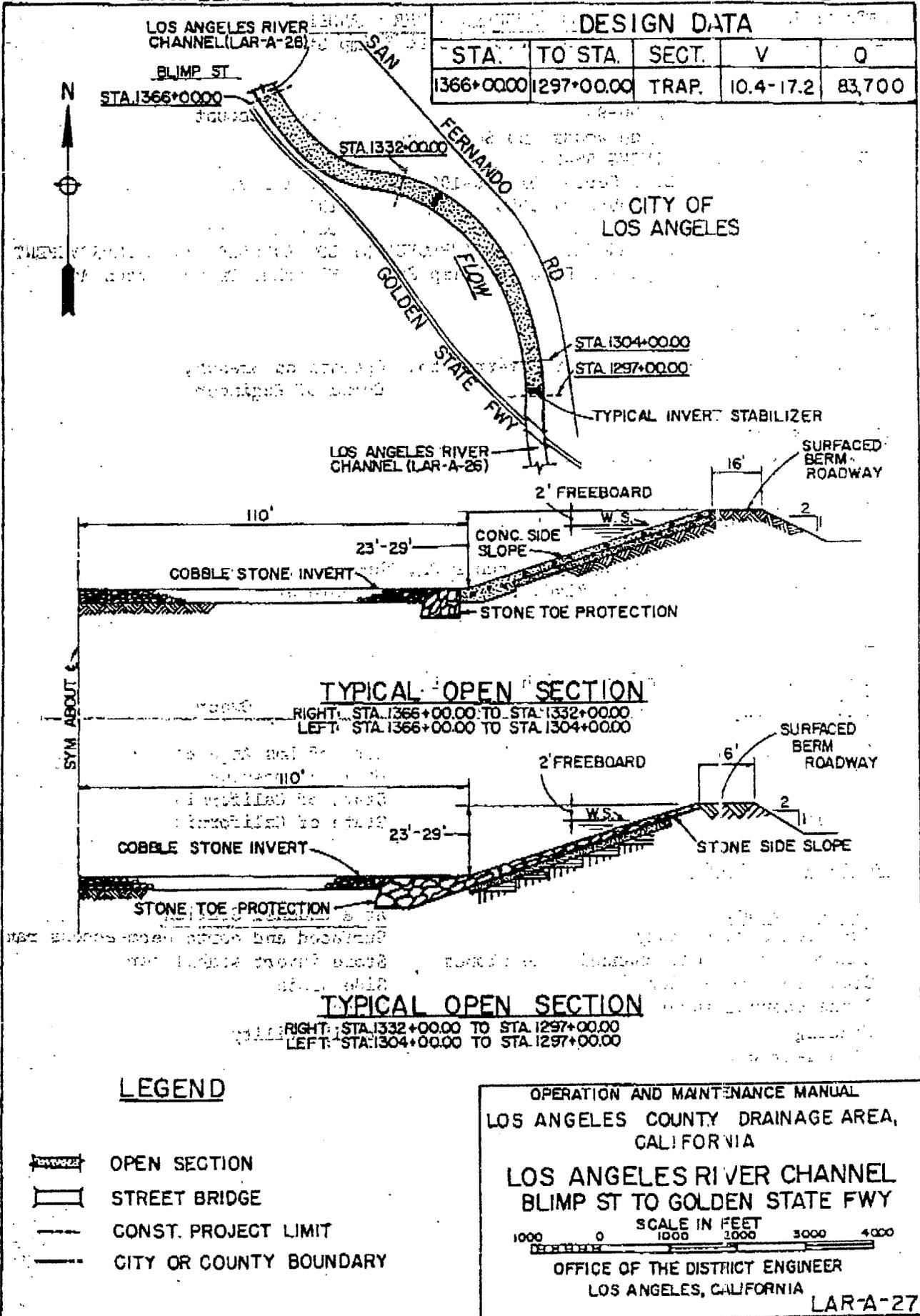
TYPICAL OPEN SECTIONS from Valleyheart to Golden State Fwy.
STA. 405+00 TO STA. 378+00

- LEGEND**
- OPEN SECTION
 - BRIDGE
 - CITY OR COUNTY BOUNDARY
 - CONST. PROJECT LIMIT
 - TYPICAL BERM-ACCESS RAMP

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA
LOS ANGELES RIVER CHANNEL
MARIPOSA ST TO GOLDEN STATE FWY



OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA



DESIGN DATA				
STA.	TO STA.	SECT.	V	O
1366+00.00	1297+00.00	TRAP.	10.4-17.2	83,700



TYPICAL OPEN SECTION

RIGHT: STA. 1366+00.00 TO STA. 1332+00.00
LEFT: STA. 1366+00.00 TO STA. 1304+00.00

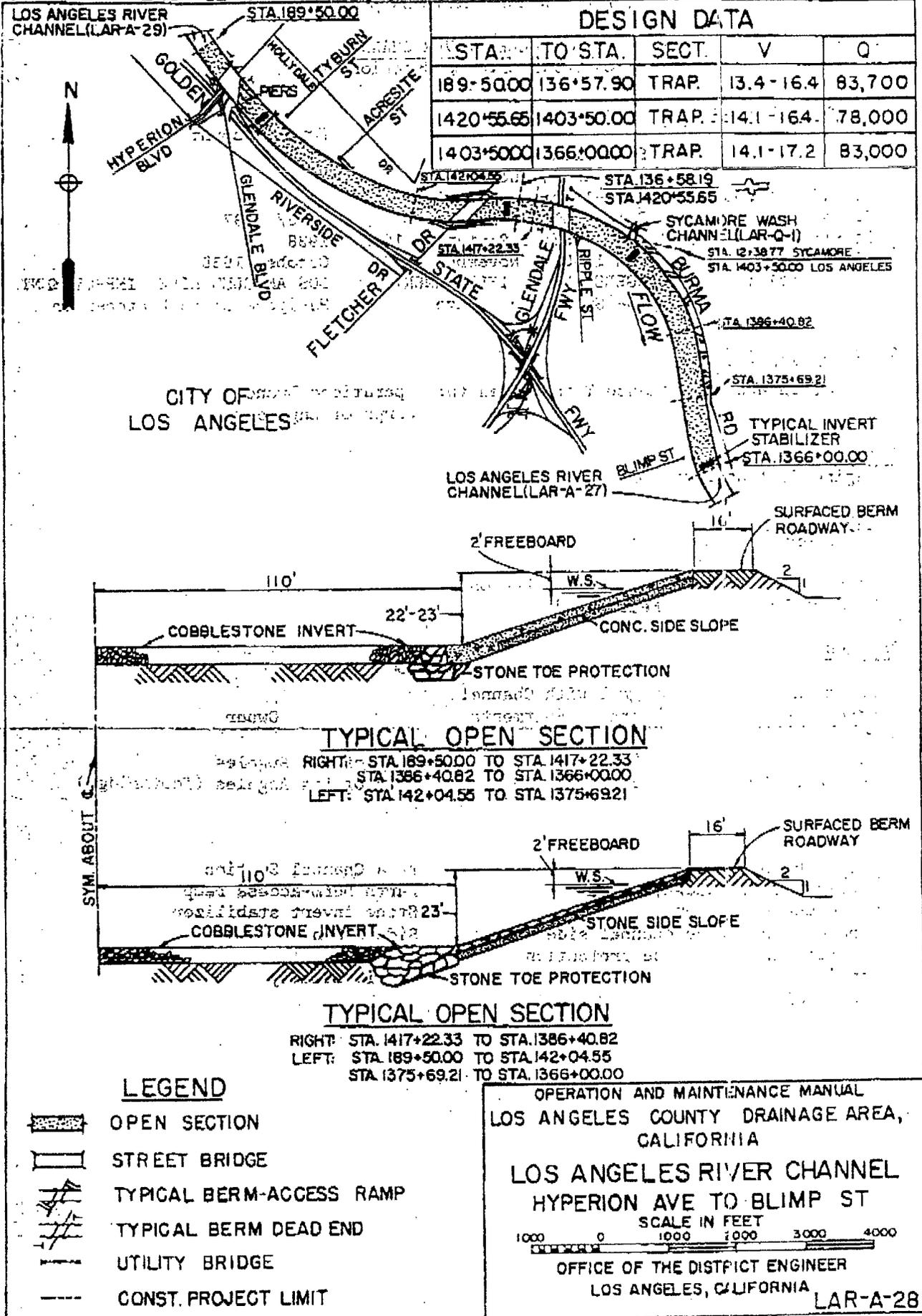
TYPICAL OPEN SECTION

RIGHT: STA. 1332+00.00 TO STA. 1297+00.00
LEFT: STA. 1304+00.00 TO STA. 1297+00.00

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA
LOS ANGELES RIVER CHANNEL
BLIMP ST TO GOLDEN STATE FWY
SCALE IN FEET
0 1000 2000 3000 4000
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA



DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
189+50.00	136+57.90	TRAP.	13.4 - 16.4	83,700
1420+55.65	1403+50.00	TRAP.	14.1 - 16.4	78,000
1403+50.00	1366+00.00	TRAP.	14.1 - 17.2	83,000

TYPICAL OPEN SECTION

RIGHT: STA. 189+50.00 TO STA. 1417+22.33
 STA. 1386+40.82 TO STA. 1366+00.00
 LEFT: STA. 142+04.55 TO STA. 1375+69.21

TYPICAL OPEN SECTION

RIGHT: STA. 1417+22.33 TO STA. 1386+40.82
 LEFT: STA. 189+50.00 TO STA. 142+04.55
 STA. 1375+69.21 TO STA. 1366+00.00

LEGEND

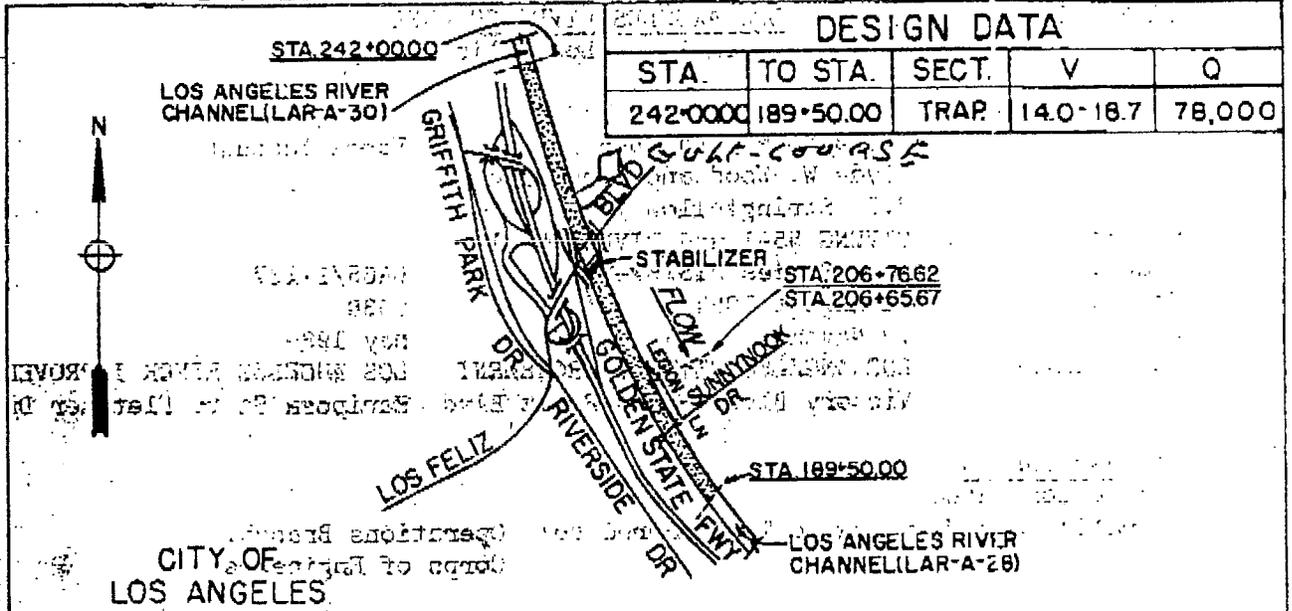
- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- TYPICAL BERM DEAD END
- UTILITY BRIDGE
- CONST. PROJECT LIMIT

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

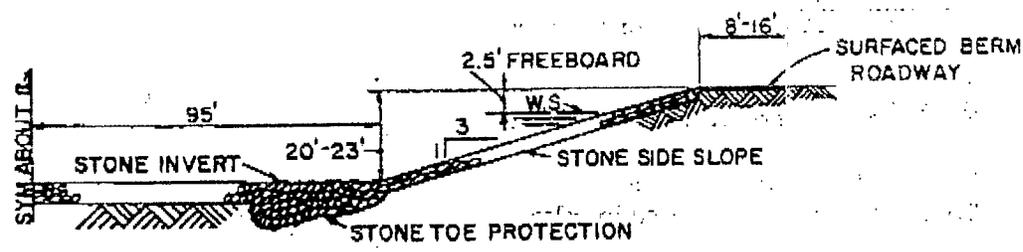
LOS ANGELES RIVER CHANNEL
 HYPERION AVE TO BLIMP ST

SCALE IN FEET
 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA

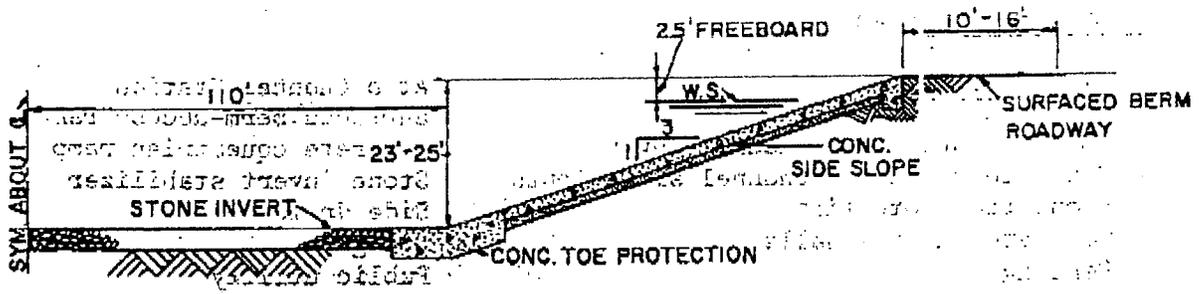


DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
242+0000	189+50.00	TRAP	14.0-18.7	78,000



TYPICAL OPEN SECTION

RIGHT: STA. 242+00.00 TO STA. 206+76.62
LEFT: STA. 242+00.00 TO STA. 189+50.00



TYPICAL OPEN SECTION

RIGHT: STA. 206+65.67 TO STA. 189+50.00

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT
 - FOOTBRIDGE

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

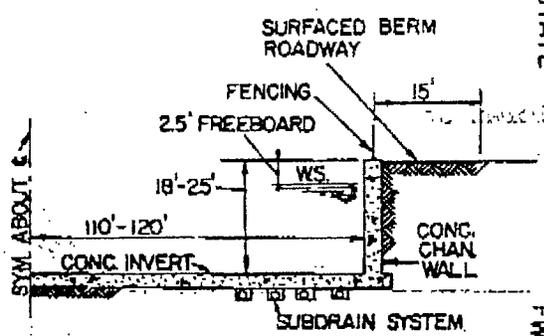
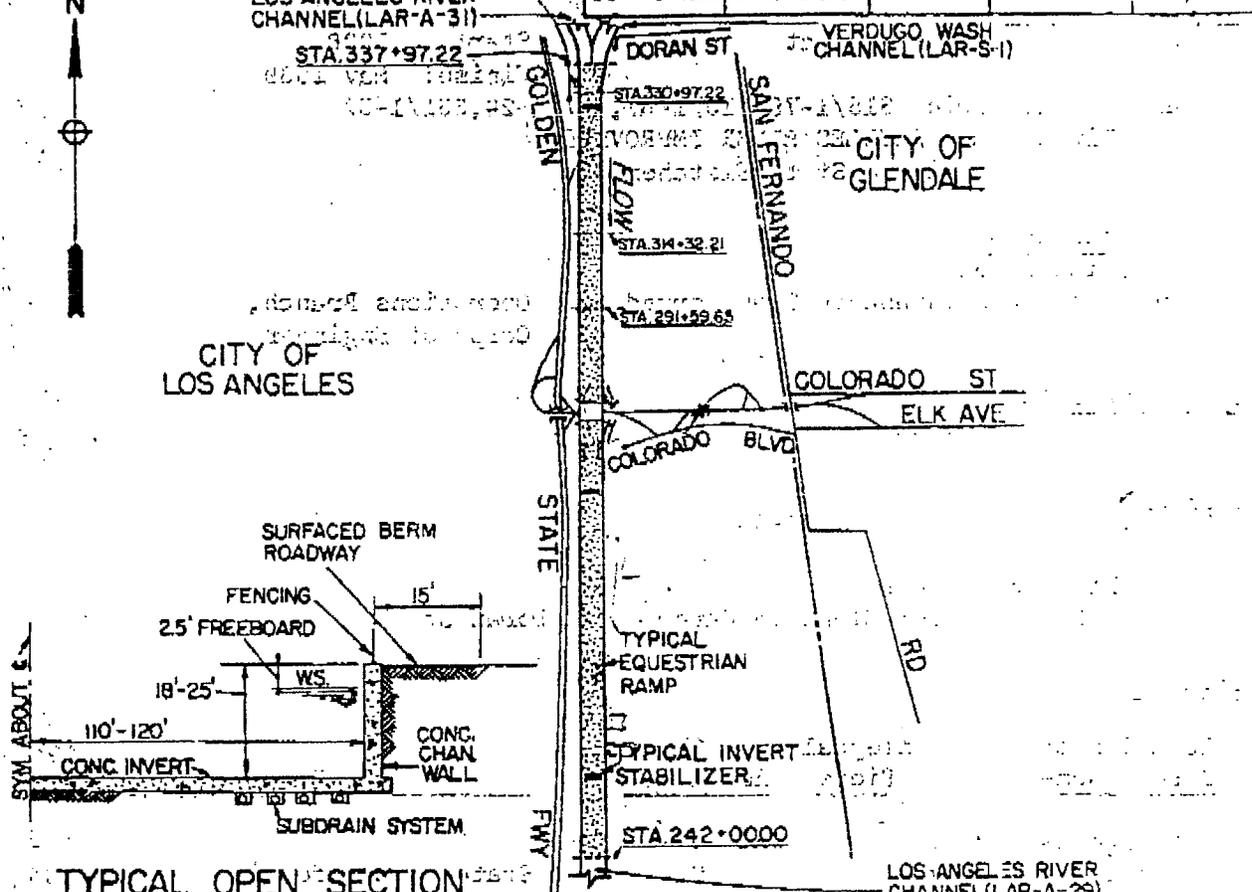
**LOS ANGELES RIVER CHANNEL
LOS FELIZ BLVD TO HYPERION AVE**

SCALE IN FEET
0 1000 2000 3000 4000

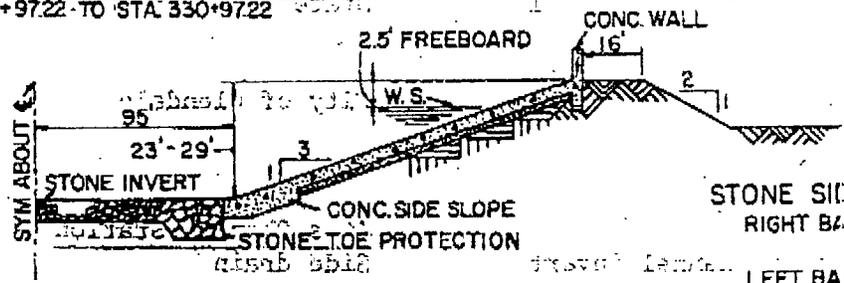
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

LAR-A-29

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
337+97.22	242+00.00	TRAP	10.9-18.7	78,000



TYPICAL OPEN SECTION
STA. 337+97.22 TO STA. 330+97.22



TYPICAL OPEN SECTION
STA. 330+97.22 TO STA. 242+00.00

STONE SIDE SLOPES
RIGHT BANK: STA. 291+59.65 TO STA. 242+00.00
LEFT BANK: STA. 314+32.21 TO STA. 242+00.00

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - CITY OR COUNTY BOUNDARY
 - CONST. PROJECT LIMIT

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

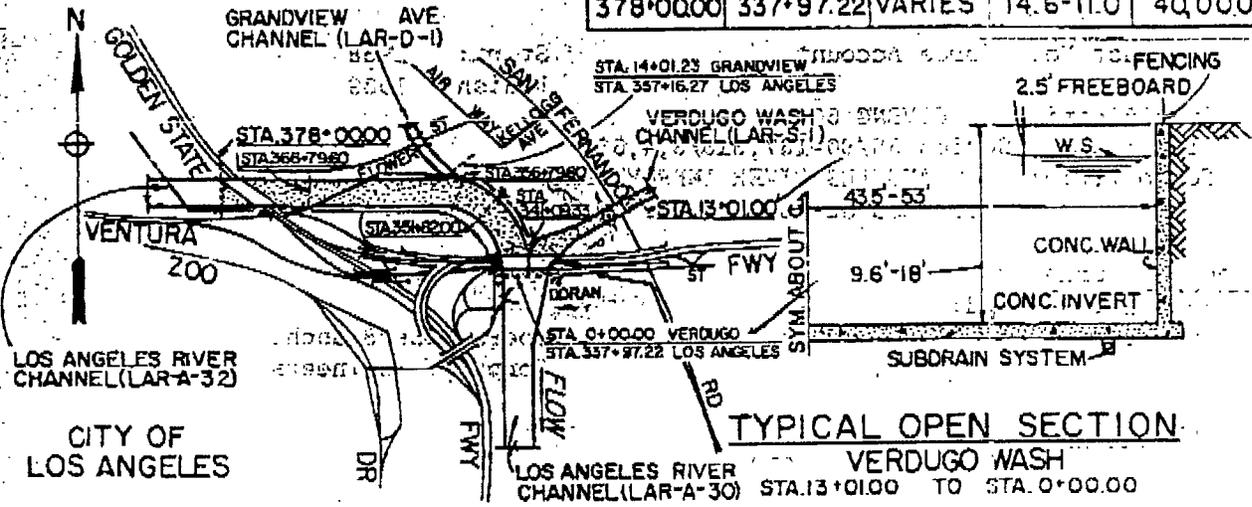
LOS ANGELES RIVER CHANNEL
DORAN ST TO LOS FELIZ BLVD

SCALE IN FEET
0 1000 2000 3000 4000

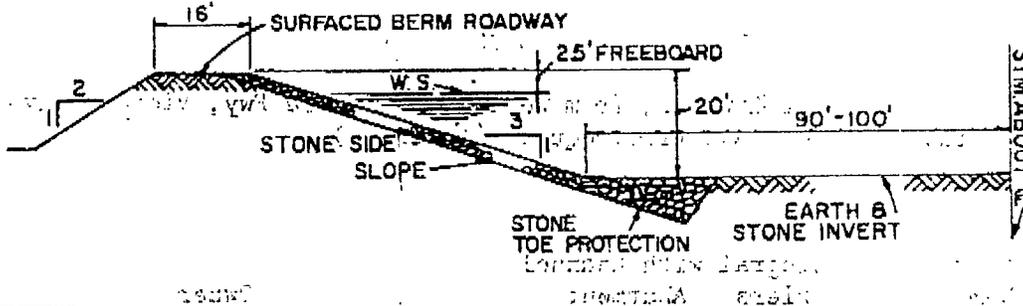
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

CITY OF GLENDALE

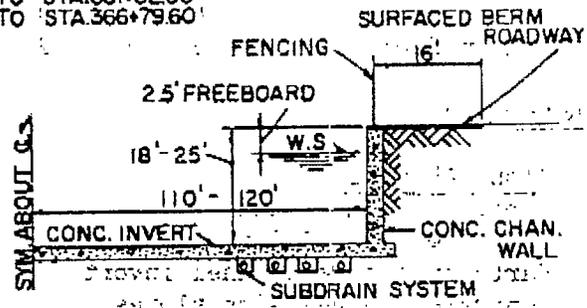
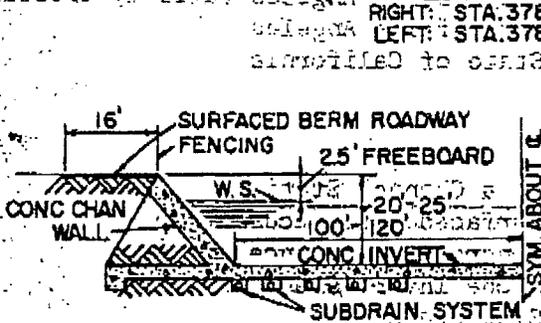
DESIGN DATA				
STA. TO	TO STA.	SECT.	V	H
378+00.00	337+97.22	VARIES	14.6-11.0	40,000



TYPICAL OPEN SECTION



TYPICAL OPEN SECTION



TYPICAL OPEN SECTION

STA. 351+82.00 TO STA. 341+09.33
STA. 366+79.60 TO STA. 356+79.60

RIGHT
LEFT

TYPICAL OPEN SECTION

STA. 341+09.33 TO STA. 337+97.22
STA. 356+79.60 TO STA. 337+97.22

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- TYPICAL BERM DEAD END
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

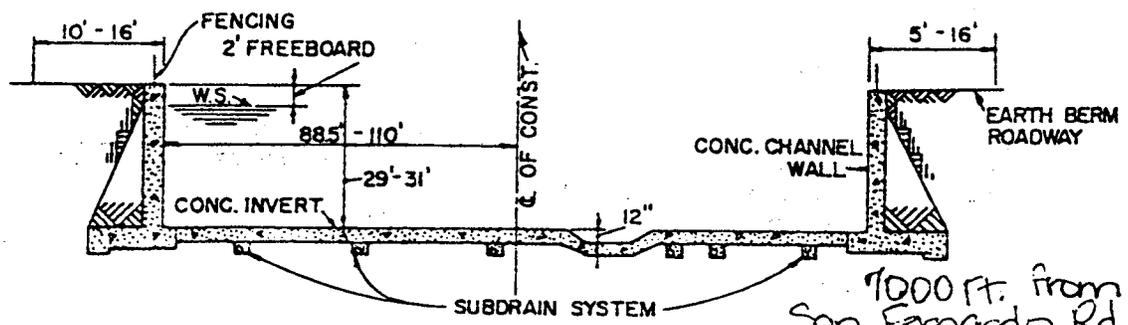
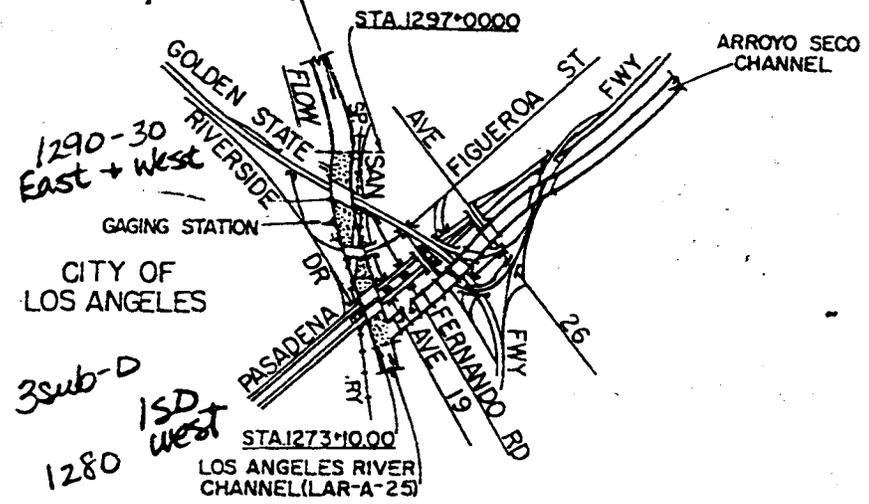
LOS ANGELES RIVER CHANNEL
GOLDEN STATE FWY TO DORAN ST

SCALE IN FEET
0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
1297+00.00	1278+86.07	RECT.	189-11.3	83,700
1278+86.07	1273+10.00	RECT.	28.5-189	104,000

Grouted slope unpaired bottom from golden state freeway access road on west side paved right-a-way fence both sides of channel.



TYPICAL OPEN SECTION
STA. 1297+00.00 TO STA. 1273+10.00

1000 ft. from San Fernando Rd. to Riverside Ave.

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- TYPICAL BERM TURN AROUND
- CONST PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

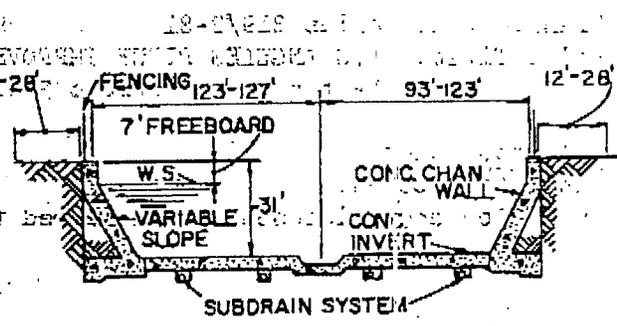
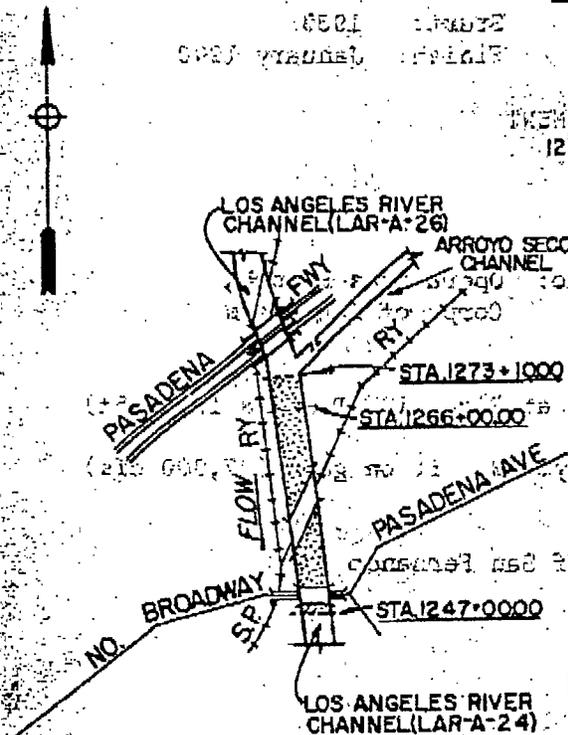
OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
GOLDEN STATE FWY TO PASADENA FWY

SCALE IN FEET
1000 0 1000 2000 3000 4000

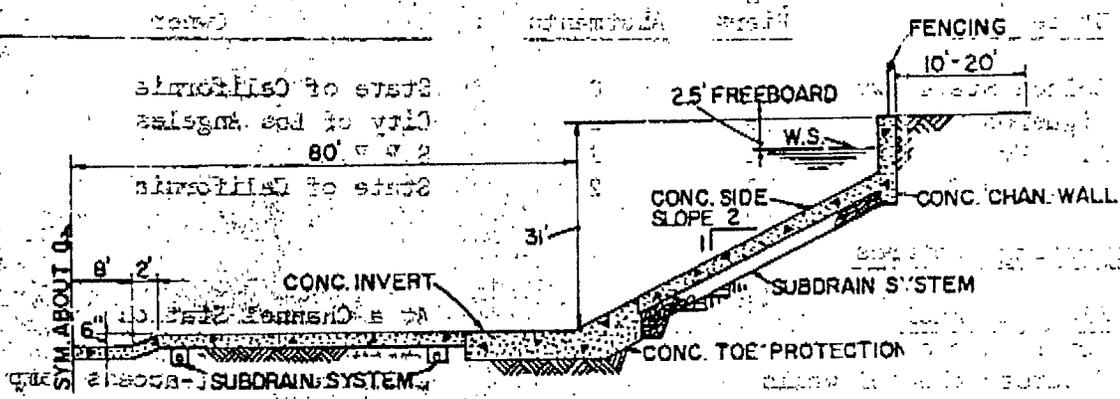
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA LAR-A-26

STA. #1	TO STA. #2	SECT.	V	Q
1273+10.00	1247+00.00	TRAP	16.6 - 35.0	104,000



TYPICAL OPEN SECTION
 STA. 1273+10.00 TO STA. 1266+00.00

CITY OF LOS ANGELES



TYPICAL OPEN SECTION
 STA. 1266+00.00 TO STA. 1247+00.00

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

LOS ANGELES RIVER CHANNEL
 PASADENA FWY TO NORTH BROADWAY

SCALE IN FEET
 1000 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA

LAR-A-25

077

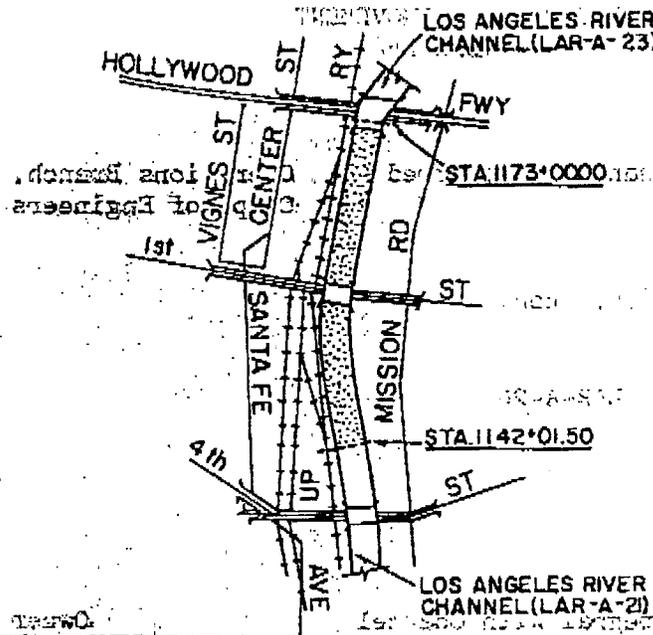
LAR-A-22

DESIGN DATA

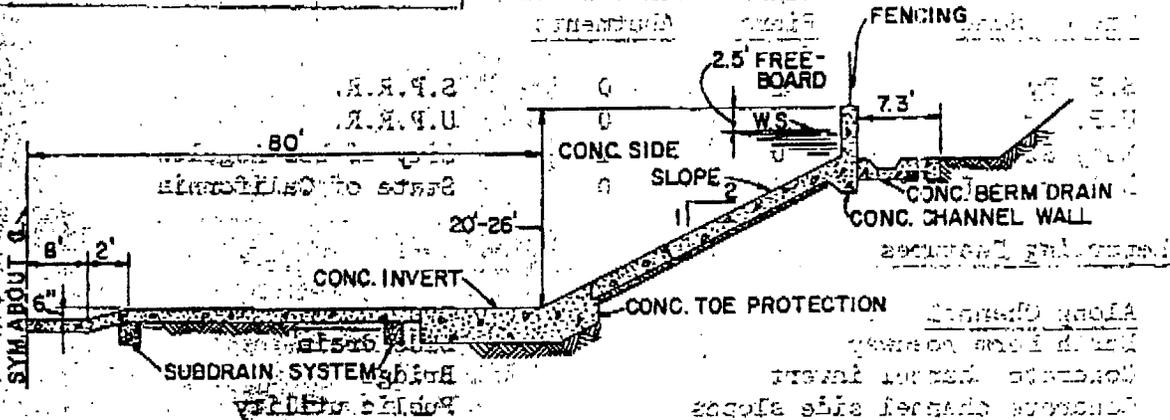
STA.	TO STA.	SECT.	V	Q
1173+00.00	1142+01.50	TRAP	28.3-27.0	104,000



Station: 1173+00.00
 Finish: 1173+00.00



CITY OF LOS ANGELES



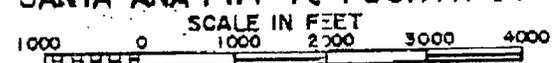
TYPICAL OPEN SECTION
 STA 1173+00.00 TO STA 1142+01.50

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

LOS ANGELES RIVER CHANNEL
 SANTA ANA FWY TO FOURTH ST



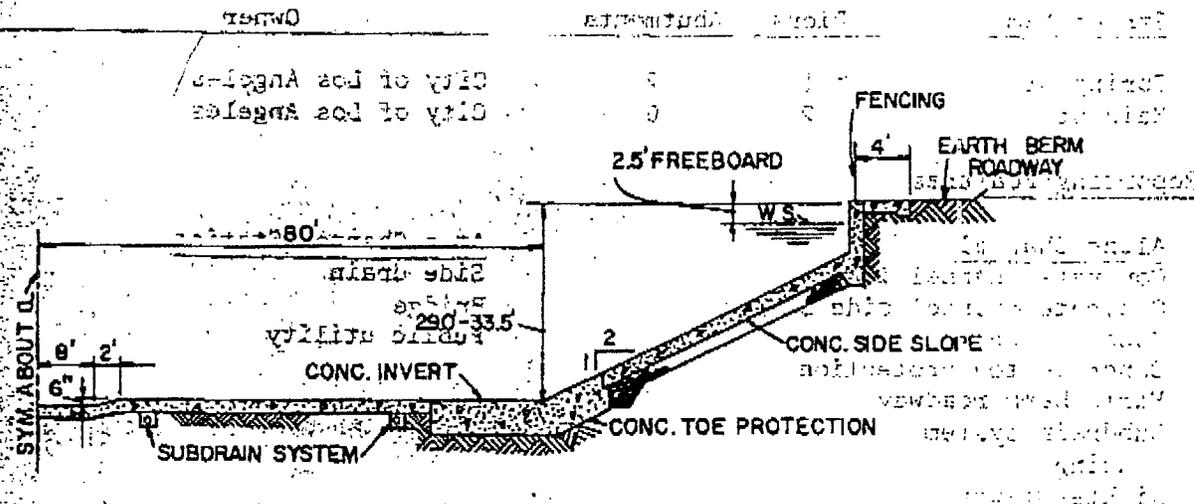
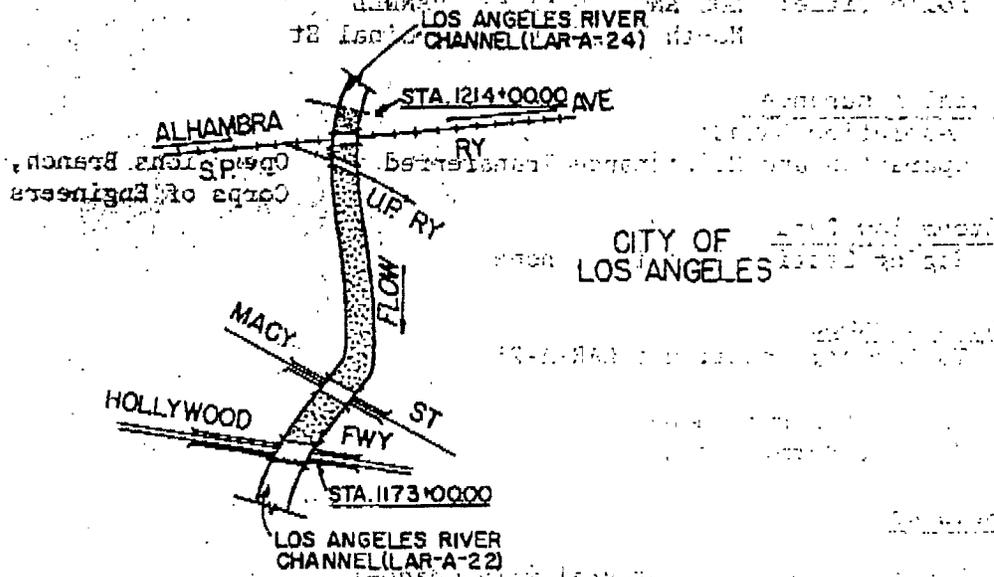
OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA

LAR-A-22

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
1214+0000	1173+0000	TRAP	16.8-35.4	104,000



Checked: May 1948
 Plotted: February 1947



TYPICAL OPEN SECTION
 STA. 1214+0000 TO STA. 1173+0000

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM ACCESS RAMP
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

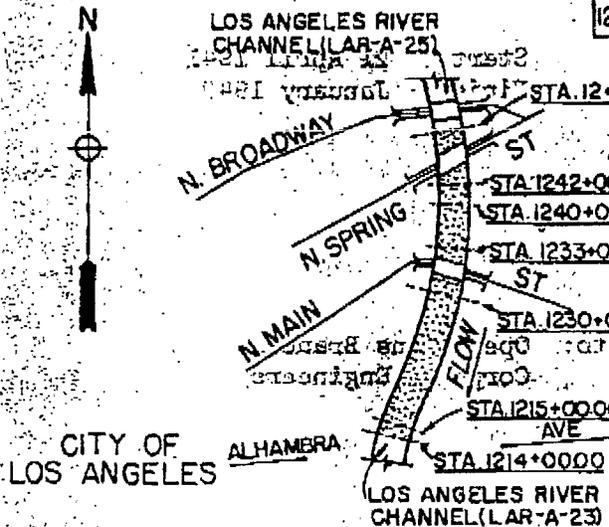
LOS ANGELES RIVER CHANNEL
 ALHAMBRA AVE TO SANTA ANA FWY.

SCALE IN FEET
 1000 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA

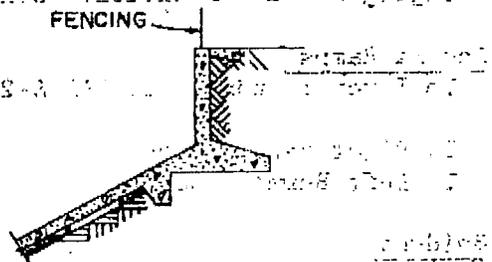
LAR-A-23

STA.	TO STA.	SECT.	V.	Q.
1247+0000	1214+0000	TRAP.	16.8-35.4	104,000



TYPICAL OPEN SECTION "A"

STA. 1247+0000 TO STA. 1242+0000
 STA. 1230+0000 TO STA. 1215+0000

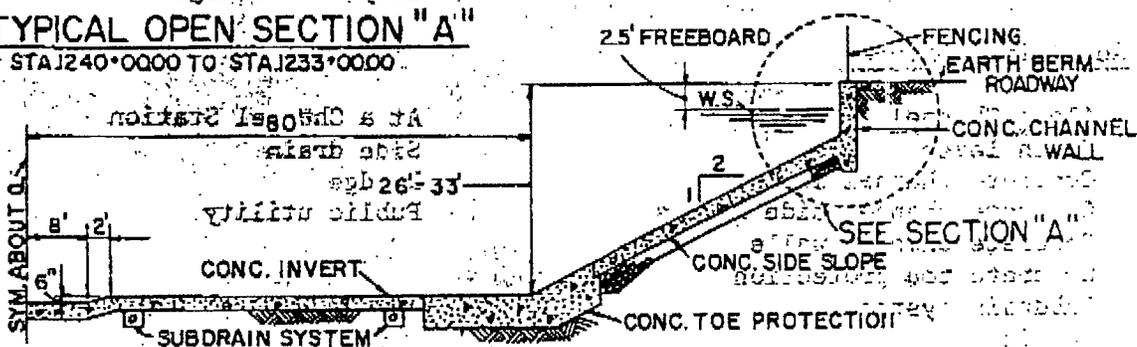


TYPICAL OPEN SECTION "A"

STA. 1242+0000 TO STA. 1240+0000
 STA. 1233+0000 TO STA. 1230+0000
 STA. 1215+0000 TO STA. 1214+0000

TYPICAL OPEN SECTION "A"

STA. 1240+0000 TO STA. 1233+0000



TYPICAL OPEN SECTION

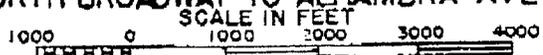
STA. 1247+0000 TO STA. 1214+0000

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

LOS ANGELES RIVER CHANNEL
 NORTH BROADWAY TO ALHAMBRA AVE

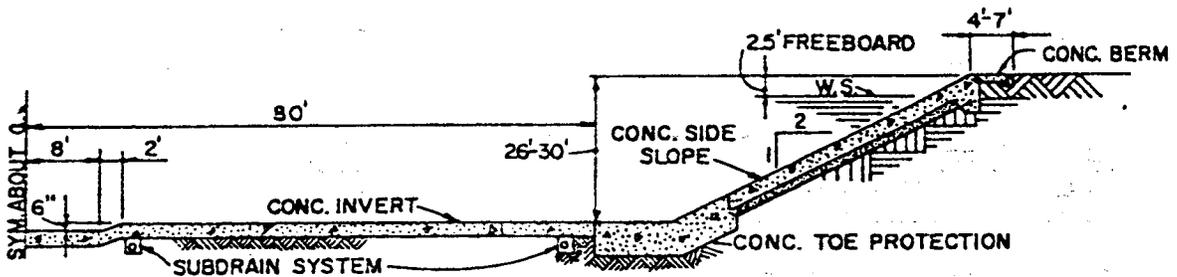
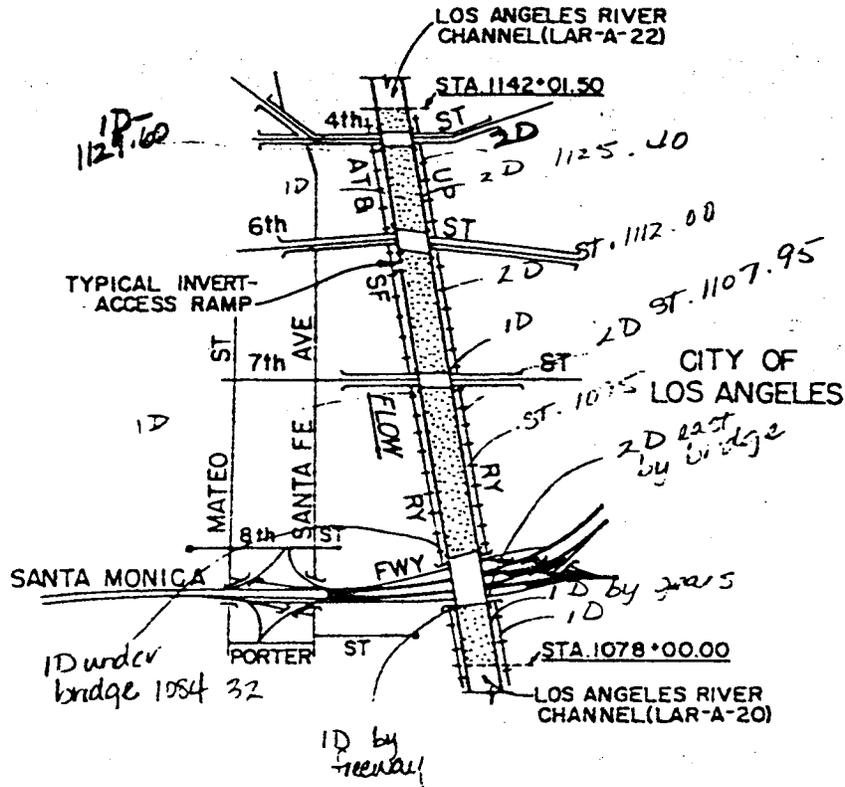


OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA

Vertical wall
no road channel fence

DESIGN DATA

STA.	TO STA.	SECT.	V	Q
1142+01.50	1078+00.00	TRAP.	32.1-34.5	104,000



TYPICAL OPEN SECTION
STA. 1142+01.50 TO STA. 1078+00.00

No fencing.

LEGEND

-  OPEN SECTION
-  STREET BRIDGE
-  CONST. PROJECT LIMIT
-  CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
FOURTH ST TO OLYMPIC BLVD

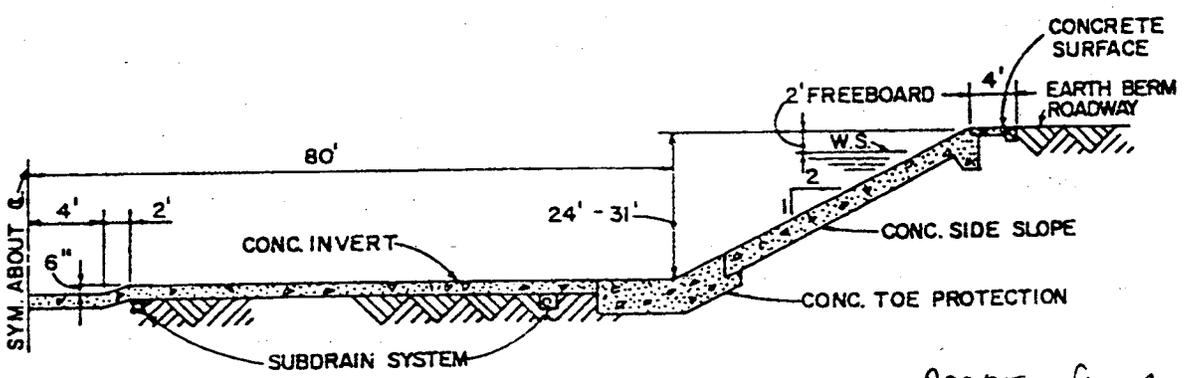
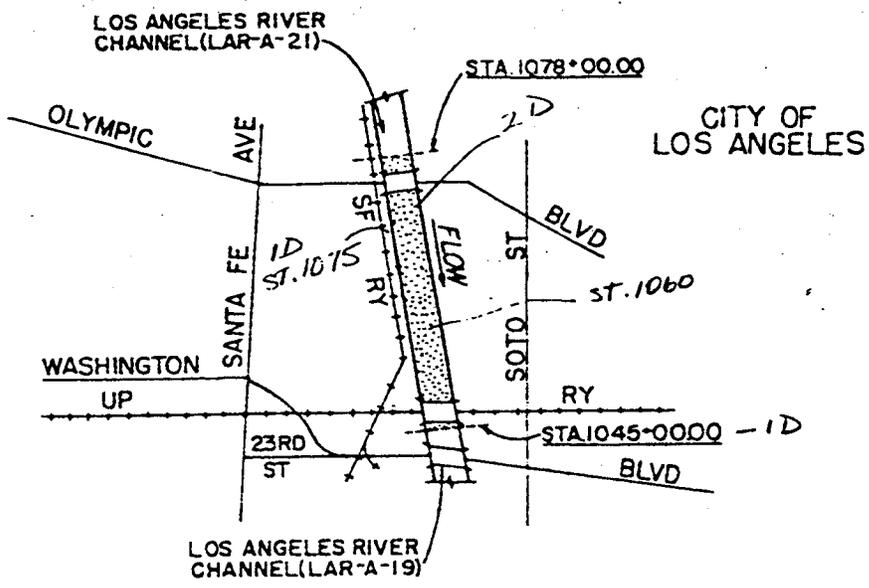
SCALE IN FEET
1000 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

LAR-A-21

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
1078+0000	1045+0000	TRAP.	14.0-30.0	104,000

*Vertical walls
no roads
channel fence
both sides.*



TYPICAL OPEN SECTION
STA. 1078+0000 TO STA. 1045+0000

*8000 FT. from
Olympic Blvd.
to 23rd Blvd.
both sides*

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

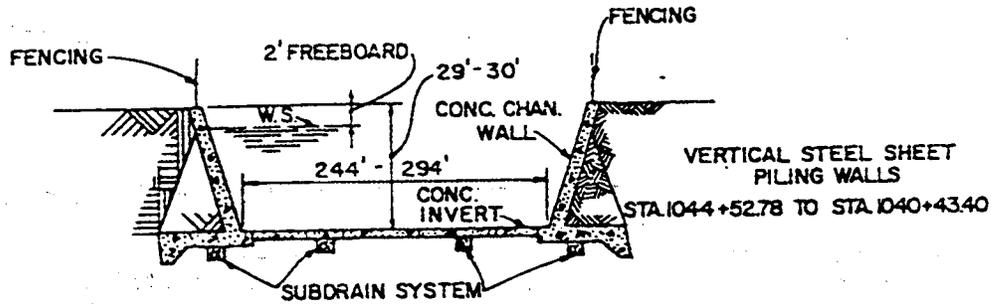
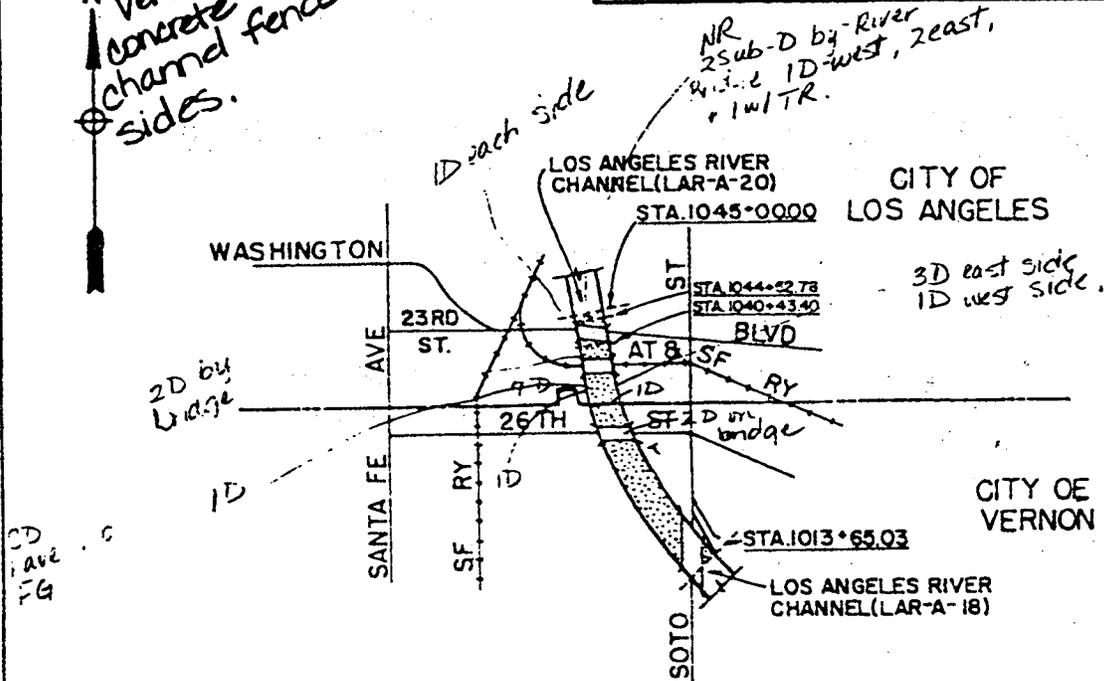
**LOS ANGELES RIVER CHANNEL
OLYMPIC BLVD TO WASHINGTON BLVD**

SCALE IN FEET
0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA
LAR-A-20

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
1045+0000	1013+65.03	TRAP	21.0-16.6	104,000

N Vertical walls
concrete bottom
channel fence both
sides.



TYPICAL OPEN SECTION
STA. 1045+0000 TO STA. 1013+65.03

*7000 FT. from
23rd Blvd to
Soto St. on both
sides.*

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - TYPICAL BERM DEAD END
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

LOS ANGELES RIVER CHANNEL
WASHINGTON BLVD TO SOTO ST

SCALE IN FEET
0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA
LAR-A-19

AK 1/2 m or channel - dirt both sides.

CORPS OF ENGINEERS

DEPARTMENT OF THE ARMY

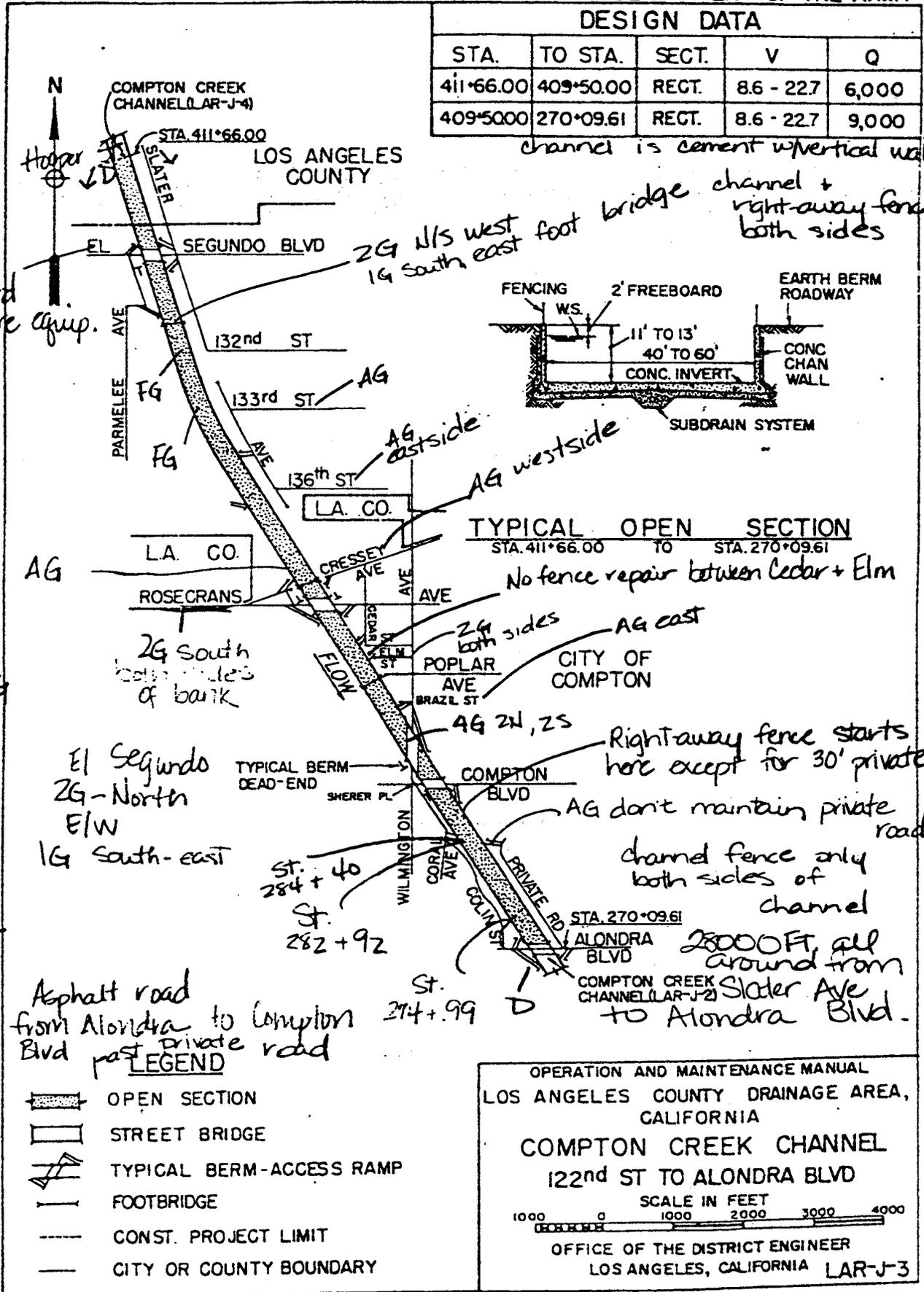
LAR-J-3

DESIGN DATA

STA.	TO STA.	SECT.	V	Q
411+66.00	409+50.00	RECT.	8.6 - 22.7	6,000
409+50.00	270+09.61	RECT.	8.6 - 22.7	9,000

channel is cement w/vertical wall

Nat'l Guard Army Store equip.

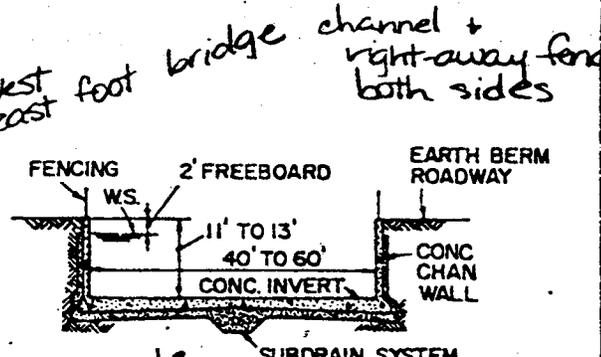


plan - AG 2N, 2S

Compton- AG east-south-west-north.

Asphalt road from Alondra to Compton Blvd past private road

- LEGEND**
- OPEN SECTION
 - STREET BRIDGE
 - TYPICAL BERM-ACCESS RAMP
 - FOOTBRIDGE
 - CONST. PROJECT LIMIT
 - CITY OR COUNTY BOUNDARY



TYPICAL OPEN SECTION

STA. 411+66.00 TO STA. 270+09.61

No fence repair between Cedar + Elm

Rightaway fence starts here except for 30' private road

channel fence only both sides of channel

2500 FT. all around from Slader Ave to Alondra Blvd.

OPERATION AND MAINTENANCE MANUAL
 LOS ANGELES COUNTY DRAINAGE AREA,
 CALIFORNIA

COMPTON CREEK CHANNEL
 122nd ST TO ALONDR A BLVD

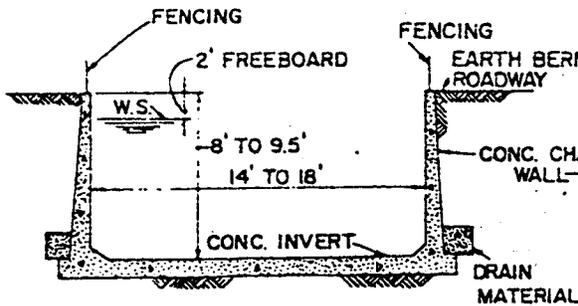
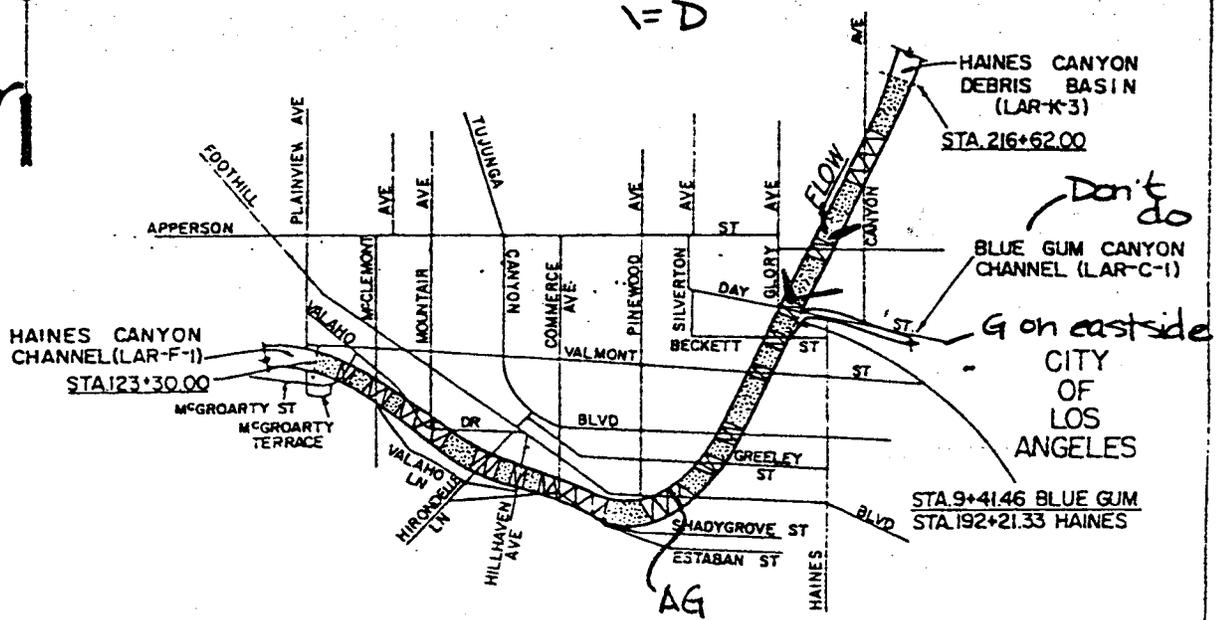
SCALE IN FEET
 0 1000 2000 3000 4000

OFFICE OF THE DISTRICT ENGINEER
 LOS ANGELES, CALIFORNIA LAR-J-3

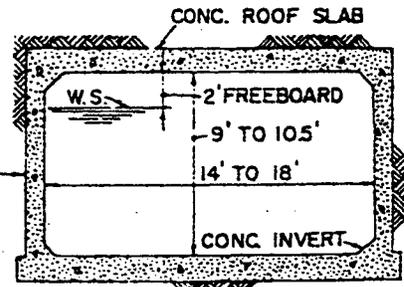
Channel fence all
vertical wall with
concrete channel
no exit ramp - access
difficult

Channel
fence on
both sides
of cross over
bridge.

DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
216+62.00	182+90.00	RECT.	27.7-67.8	4,460
182+90.00	163+20.00	RECT.	545-61.7	4,800
163+20.00	123+30.00	RECT.	491-49.7	5,300



TYPICAL OPEN SECTION
STA. 216+62.00 TO STA. 123+30.00



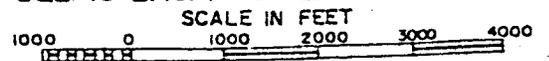
20000 Ft. all around
from Plainview Ave. to
TYPICAL COVERED SECTION
(AS NOTED)
Canyon Ave.

LEGEND

- OPEN SECTION
- CONST. PROJECT LIMIT
- COVERED SECTION

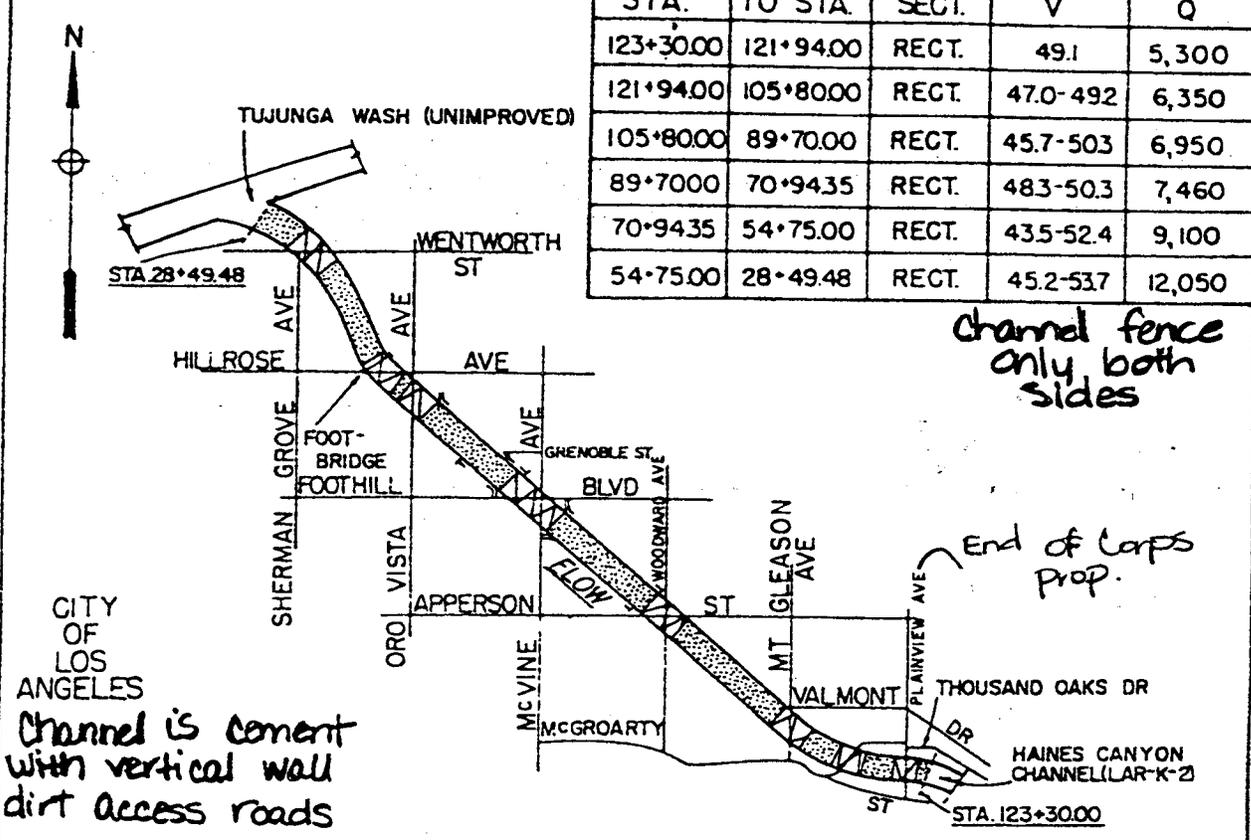
OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

HAINES CANYON CHANNEL
DEBRIS BASIN TO PLAINVIEW AVE

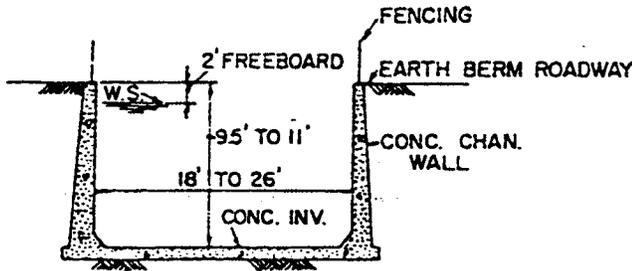


OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA LAR-K-2

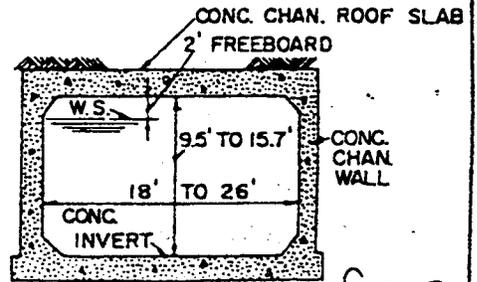
DESIGN DATA				
STA.	TO STA.	SECT.	V	Q
123+30.00	121+94.00	RECT.	49.1	5,300
121+94.00	105+80.00	RECT.	47.0-49.2	6,350
105+80.00	89+70.00	RECT.	45.7-50.3	6,950
89+70.00	70+94.35	RECT.	48.3-50.3	7,460
70+94.35	54+75.00	RECT.	43.5-52.4	9,100
54+75.00	28+49.48	RECT.	45.2-53.7	12,050



CITY OF LOS ANGELES
Channel is cement with vertical wall dirt access roads



TYPICAL OPEN SECTION
STA. 123+30.00 TO STA. 28+49.48



20000 Ft. all around from Wentworth St to Plainview Ave.
TYPICAL COVERED SECTION
(AS NOTED)

LEGEND

- OPEN SECTION
- COVERED SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

HAINES CANYON CHANNEL
PLAINVIEW AVE TO TUJUNGA WASH



OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA LAR-K-1

right-of-way fence
all-both sides

BC-A-3

CORPS OF ENGINEERS

DEPARTMENT OF THE ARMY

concrete bottom
1/4 up slope concrete - what ft?
rest of slope is dirt
steep slopes.

STA.	TO STA.	SECT	V	Q
391+02.48	382+50.00	RECT	256-26.5	25,350
382+50.00	380+76.12	COMB	250-26.5	25,350
380+76.12	352+45.00	COMB	17.8-20.9	30,000
352+45.00	327+52.75	COMB	20.9-23.3	34,540
327+52.75	304+00.00	COMB	17.3-23.3	36,870

CITY OF LOS ANGELES

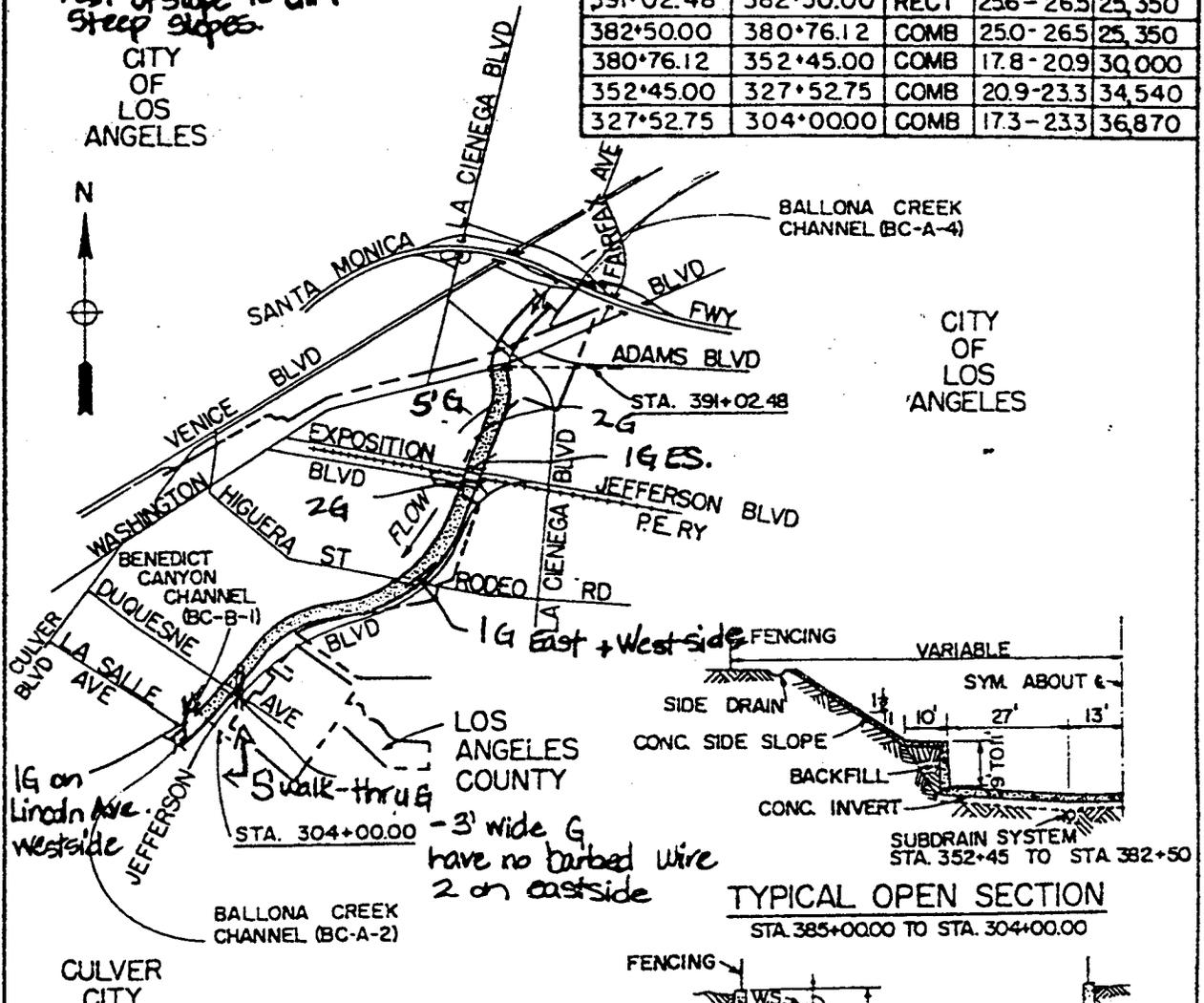


Spray, mow, & weed

Not topped with barbed wire.

1/4 west side LaSalle

Don't do fence east side by transfer station

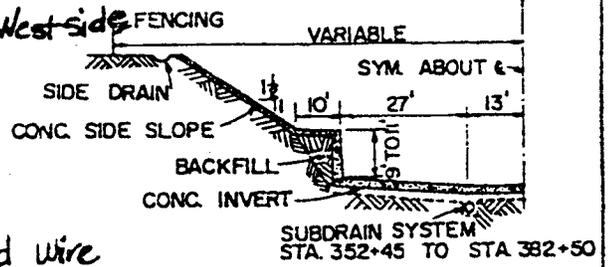


BALLONA CREEK CHANNEL (BC-A-4)

CITY OF LOS ANGELES

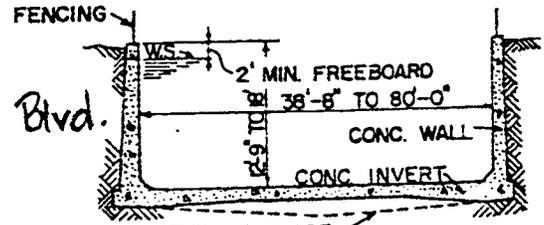
1G East + West side

- 3' wide G have no barbed wire
2 on east side



TYPICAL OPEN SECTION

STA. 385+00.00 TO STA. 304+00.00



TYPICAL OPEN SECTION

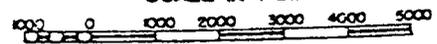
STA. 391+02.48 TO STA. 385+00.00

LEGEND

- OPEN SECTION
- STREET BRIDGE
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

BALLONA CREEK CHANNEL
WASHINGTON BLVD TO LA SALLE AVE
SCALE IN FEET

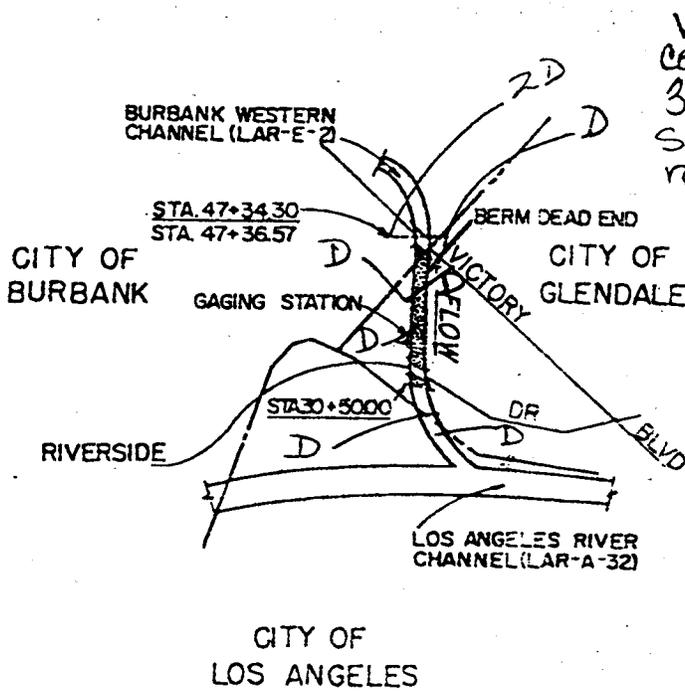


OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

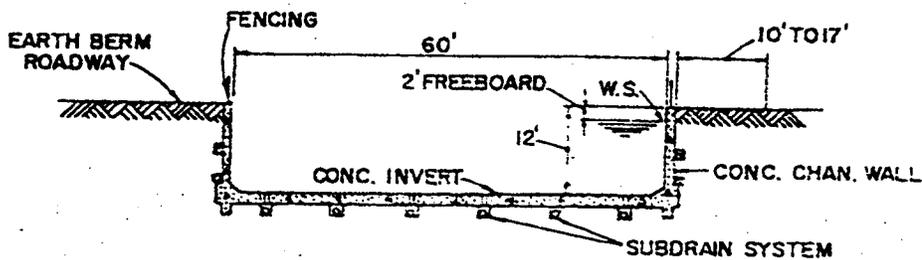
BC-A-3

DESIGN DATA

STA.	TO STA.	SECT.	V	Q
47+36.57	30+50.00	RECT.		15,000



Vertical wall
Cement bottom
3' fence both
sides no access
road-access
difficult.



TYPICAL OPEN SECTION 16000 Ft. all
STA. 47+36.57 TO STA. 30+50.00 ground from
Victory Blvd to LA River

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- CONST. PROJECT LIMIT
- CITY OR COUNTY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

BURBANK WESTERN CHANNEL
VICTORY BLVD TO LOS ANGELES RIVER

SCALE IN FEET
1000 2000 3000 4000

OFFICE OF DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA

LAR-E-1

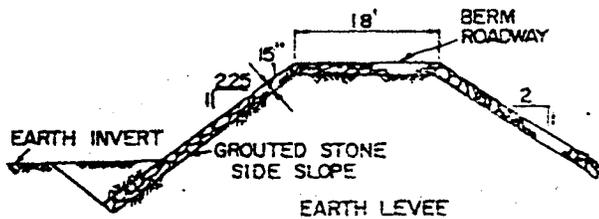
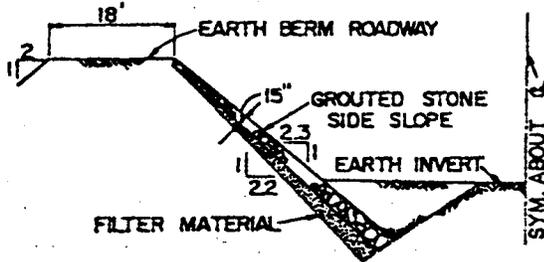
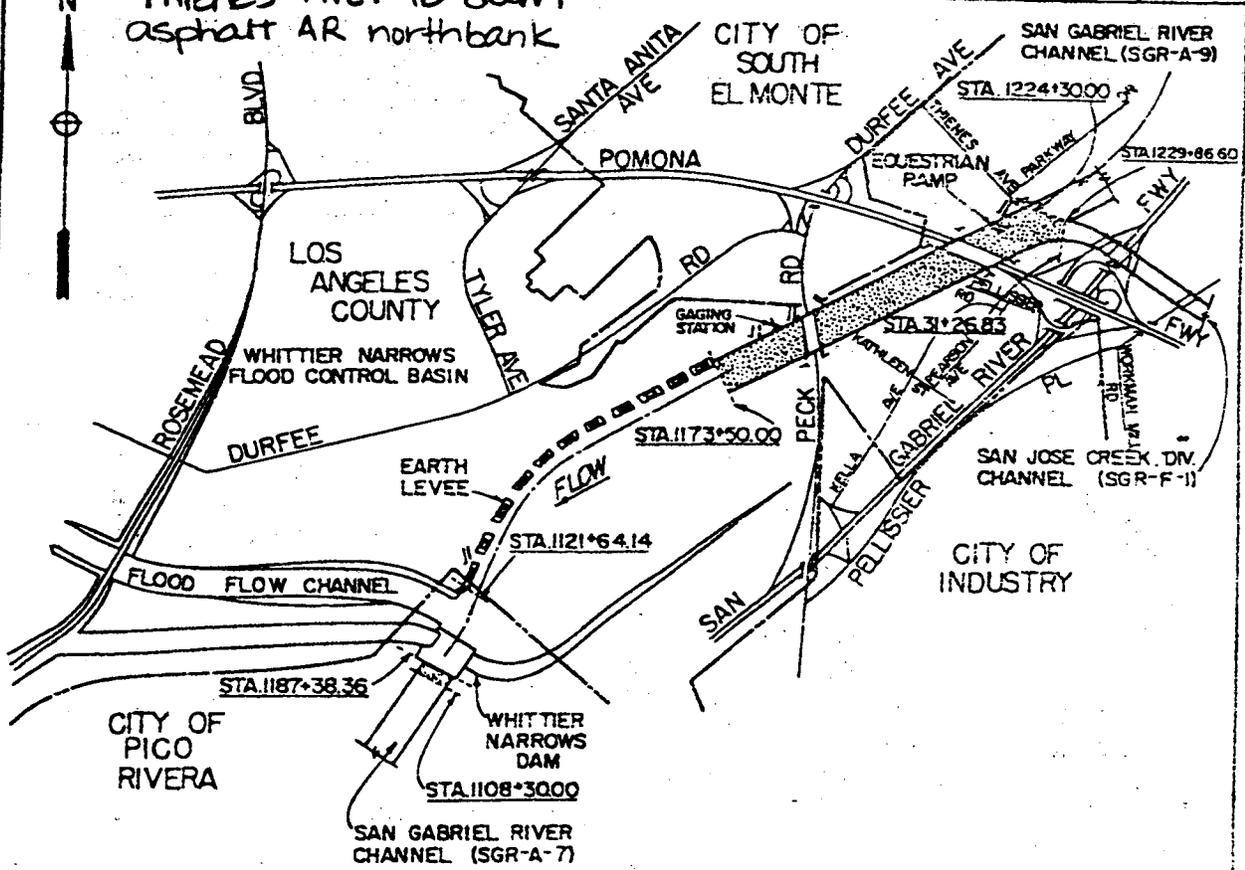
No F

CORPS OF ENGINEERS

DEPARTMENT OF THE ARMY
SGR-A-8

Grouted slope
undeveloped bottom
Thienes Ave. to dam
asphalt AR northbank

DESIGN DATA				
STA	TO STA	SECT	V	Q
1224+30.00	1173+50.00	TRAP	13.0-17.9	98,000



TYPICAL OPEN SECTION

STA. 1224+30.00 TO STA. 1173+50.00
STA. 1187+38.36 TO STA. 1108+30.00

TYPICAL LEVEL SECTION

RIGHT BANK (ONLY):
STA. 1173+50.00 TO STA. 1121+64.14

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM ACCESS RAMP
- TYPICAL BERM DEAD END
- CONST. PROJECT LIMIT
- COUNTY OR CITY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA
SAN GABRIEL RIVER CHANNEL
WHITTIER NARROWS FLOOD CONTROL BASIN
SCALE IN FEET
100' 500' 1000' 2000' 3000'
OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA SGR-A-8

Erosion Problem

CORPS OF ENGINEERS

SGR-F-1
DEPARTMENT OF THE ARMY

DESIGN		DATA		
STA	TO STA	SECT	V	Q
79+25.00	31+26.83	TRAP	16.2-24.8	43,000

Grouted slope
undeveloped bottom



Access both sides
Unpaved post freeway

Grouted run-off

AR above
firebreak road
below east side

5' on east
from Workman Mill
to 1000' of freeway

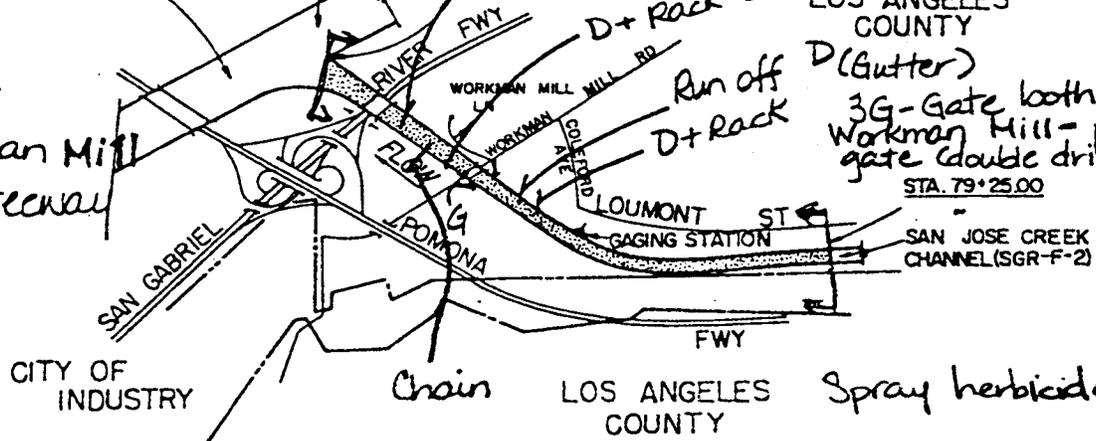
SAN GABRIEL RIVER CHANNEL (SGR-A-8)

SAN GABRIEL RIVER CHANNEL (SGR-A-9)

STA 29+86.60 SAN GABRIEL
STA 31+26.83 SAN JOSE

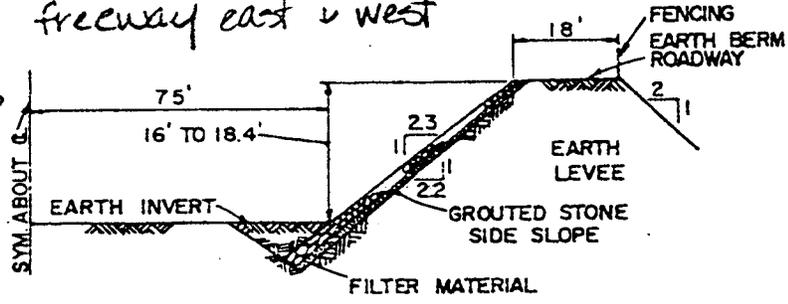
LOS ANGELES COUNTY

D (Gutter)
3G- Gate both side
Workman Mill - pole
gate (double drive)
STA 79+25.00



Keep roads
+ slopes
clean of weeds
logage F
all C

maintain concrete curb golf course from
freeway east & west



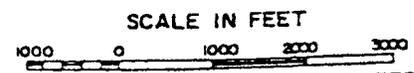
TYPICAL OPEN SECTION
STA. 79+2500 TO STA. 31+26.83

LEGEND

- OPEN SECTION
- STREET BRIDGE
- TYPICAL BERM-ACCESS RAMP
- TYPICAL BERM DEAD END
- CONST. PROJECT LIMIT
- COUNTY OR CITY BOUNDARY

OPERATION AND MAINTENANCE MANUAL
LOS ANGELES COUNTY DRAINAGE AREA,
CALIFORNIA

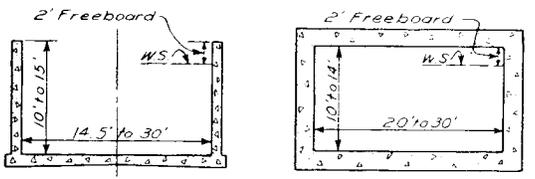
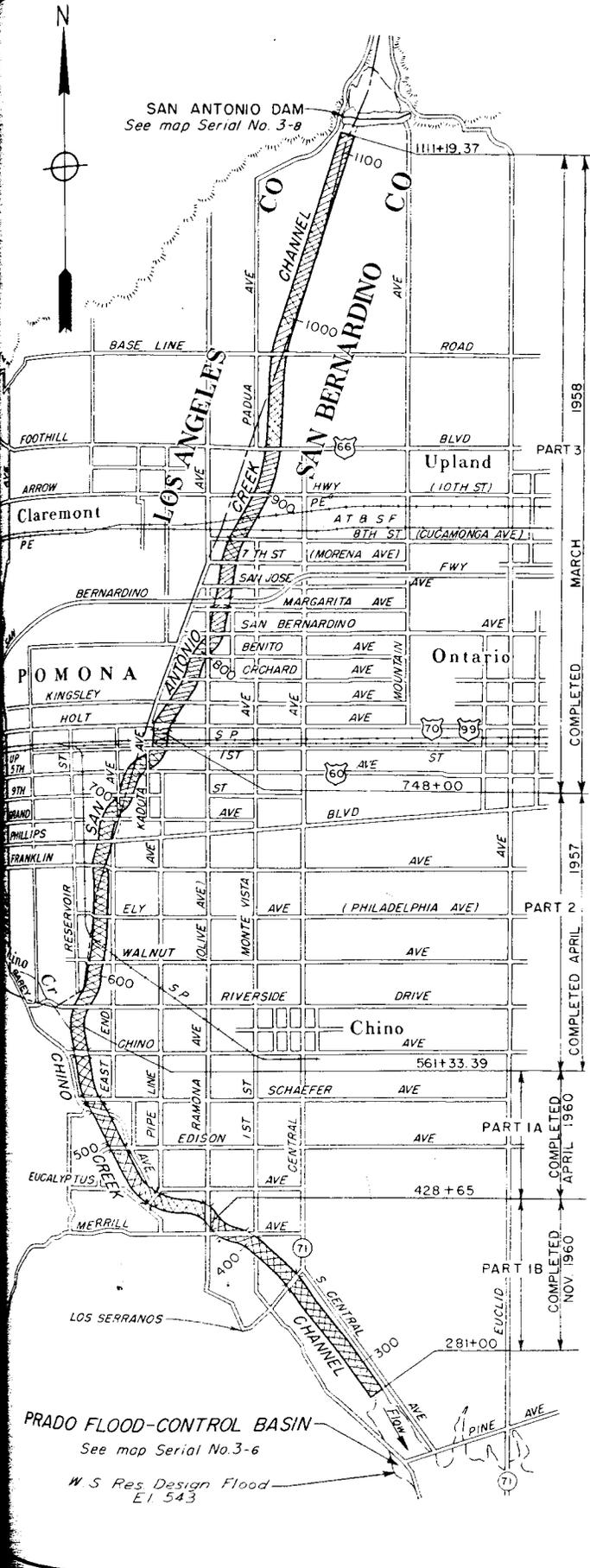
SAN JOSE CREEK DIVERSION CHANNEL



OFFICE OF THE DISTRICT ENGINEER
LOS ANGELES, CALIFORNIA SGR-F-1

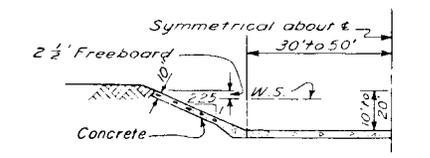
COMPLETED (SEE PLAN)

NOTE: Project maintained by the Corps of Engineers.

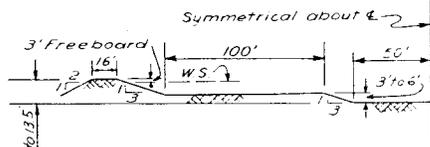


TYPICAL SECTION TYPICAL SECTION UNDER STREETS & RAILROADS

FROM STA. 1110 + 67.20 TO STA. 557 + 00 CHANNEL SUPERELEVATED ON CURVES



TYPICAL SECTION - PAVED STA. 557 + 00 TO STA. 363 + 00



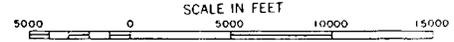
TYPICAL SECTION - UNPAVED STA. 363 + 00 TO STA. 281 + 00

LEGEND

- Work completed
- Bridge not replaced by C. of E.

FOR LOCATION SEE SANTA ANA RIVER BASIN (AND ORANGE COUNTY) PROJECT MAP, SERIAL NO. 3

FLOOD CONTROL IMPROVEMENT SANTA ANA RIVER BASIN AND ORANGE CO., CALIF. SAN ANTONIO AND CHINO CREEKS CHANNEL



OFFICE OF THE DISTRICT ENGINEER LOS ANGELES, CALIFORNIA

30 JUNE 1961

LES AND N (AND

Rectangular, concrete-lined 10.5
tidal, mostly concrete-lined 5.2
00 to 29,000

Project is

Total

\$11,184,361
234,709
11,419,070

SECTION K Representations, Certifications and Other Statements of Offerors

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CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561990, All Other Support Services**.

(2) The small business size standard is **\$5M**.

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

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

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(a) This clause does not apply to small business concerns.

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

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

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

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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

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

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

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

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

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

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

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

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

(END OF SECTION)

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52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Sandy Hall
(213) 452-3243

For bid results only, call (213) 452-3235.

(2) All technical questions on the specification or drawings will be submitted in writing to:

Address:

Terry Wotherspoon
(626) 401-4000.

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

52.215-1 Instructions to Offerors-Competitive Acquisition. (MAY 2001)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.2155, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-4009 SUBMISSION OF PROPOSALS

- (a) Envelopes containing offers, cost and technical, etc., must be sealed, marked and addressed follows:

TO: U.S. Army Engineer District, Los Angeles
ATTN: CESPL-CT-E
P.O. Box 532711, Sandy Hall
Los Angeles, CA 90053-2325

RPF No. DACW09-01-R-0017

Proposal Due Date: 11/01/01

(b) Hand carried proposals may be deposited prior to the time and date set for receipt of proposals as follows:

US Army Engineer District, Los Angeles
911 Wilshire Blvd, Suite 1040
Los Angeles, California 90017

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 Evaluation of Options. (JULY 1990):

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.219-6 Notice of Total Small Business Set-Aside. (1996)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Tina Frazier, C/O Mrs. Sandy Hall, SPLCT-E, P.O. Box 532711, Los Angeles, California 90053-2325.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided

in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(END OF SECTION)

SECTION M Evaluation Factors for Award

1. EVALUATION PROCEDURES

The Government will select the offer representing the lowest priced technically acceptable offer to the Government based on past performance/similar of type of work/quality as described in FAR 15.101-2. The selection will be made on the basis of the lowest evaluated price technically acceptable proposal. Evaluation will consist of reviewing responses to the technical factors, rating the offerors will be done using the Pass/Fail method there are no points assigned. The proposals must pass all of the factors and sub-factors to be determined acceptable.

2. INSTRUCTION FOR PREPARING NON-PRICE PROPOSAL

2.1 General. Each offeror will be required to submit a written non-price proposal. The proposal will demonstrate the capability of the offeror to perform and the offeror's understanding of the work described in the solicitation. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform satisfactorily the contract being sought.

2.2. Non-Price Proposal

2.2.1. Number of copies. The Non-Price Proposal shall be submitted and marked as one original and four copies.

2.2.2. Format of Non-Price Proposal. So that the technical evaluation may be accomplished efficiently, the technical evaluation criteria listed in this section should be addressed in order. If supplemental information relative to the criteria is included in another part of the technical proposal, its location must be identified. The proposals are evaluated in direct correspondence to the technical evaluation criteria, which are included at the end of this section. It is in the best interest of the offeror to format their technical proposals in the order of technical evaluation criteria. If the offeror fails to provide information relating to the criteria or locates the information in another part of the proposal without providing cross-references, the offeror runs the risk of receiving a fail rating. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal. So that the evaluation may be accomplished strictly on the technical capability and understanding of the requirements, no dollar amounts or price information for the proposed work is to be included in the non-price proposal or the letter transmitting the proposal. The technical and price proposals shall be submitted as TWO separate documents.

2.2.3. The Non-Price Proposal is limited to a maximum of 30 pages and shall include:

(a) Title Page, including the title of the solicitation, solicitation number, name of the offeror, and date of the submittal;

(b) Table of contents, including a list of tables or exhibits; if applicable.

2.2.4. Page Limitation: (Applicable to Technical Proposal only, does not apply to Price Proposal). One side of the paper is one page; information on the back and front of one piece of paper will be counted as two pages. Fold out pages (8 1/2" X 14" x 17") may be used and will count for one page if they are used for graphical presentation. Sheets larger than 8 1/2 X 11" may not be used for narrative information. Character font and size should be selected for clarity and easy reading (10 to 12 point fonts, smaller) for use in this solicitation.

2.2.5. Response to Evaluation Factors. Evaluation factors are provided at the end of this section.

3. PREPARATION AND EVALUATION OF PRICE PROPOSAL

3.1. The price proposal shall consist of the following:

3.1.1. The offer (SF 33), and the Pricing Schedule, Section 00010. An official authorized to bind the company shall duly execute the offer with an original signature.

3.1.2. The completed Section 00600 of the solicitation, "Representations, Certifications and other Statement of Offers".

3.1.3. Pre-Award Survey, as stated in Paragraph 7.1.2. (See Section 00750).

3.1.4. Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form), if applicable.

3.2. The Government requires one original and one copy of the price proposal.

3.3. The price proposal must be identified as such and submitted as a separate document from the technical proposal. The price proposal shall not contain any technical information that should be submitted with the non-price proposal or that would affect the rating process during technical evaluation.

3.4. Offerors are cautioned to check their Pricing Schedules carefully for errors prior to submission.

3.5. Should the price/cost proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be non-responsive. If the offeror has any questions related to specific terms and conditions, these should be resolved prior to submission of offer. Refer to Section G, "Contract Administration Data", for point of contact.

4. TECHNICAL AND PRICE/COST PROPOSAL PACKAGING GUIDELINES

4.1. Please submit only typed/printed hard-copy paper documents. Evaluation personnel will not have access to the equipment necessary to review videotapes or any other audio-visual materials.

4.2. Three-ring binders are preferred.

4.3. The following is an alternate method for assembling your proposals: Use pressboard report covers. Hole-punch all pages and secure using two-part compressed-type fasteners in the center of the left margin. Exceeding the recommended capacity of the fasteners is strongly discouraged due to the extensive handling your proposal will receive.

4.4. The use of plastic multi-hole/spiral binding systems, head binding systems, or other systems, which do not vacillate the ready insertion of additional pages is not desired.

4.5. Please ensure that the outside of each separate volume is clearly marked to indicate its contents and the identity of the offeror. Additionally, the original price proposal and the original non-price proposal should be clearly indicated on the outside covers.

5. BASIS FOR AWARD

The Government intends to make award to one responsible offeror on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors.

6. EVALUATION OF THE PRICE PROPOSAL

6.1. Price is of equal importance to the technical factors. Offers will be evaluated and a contract awarded based on the lowest priced technically acceptable offer. In making this determination, the Government is equally concerned with making an award on the basis of the lowest price to the Government as well as obtaining past performance, similar type of work and quality.

7. OTHER AWARD FACTORS.

7.1. The Contracting Officer shall consider several factors in the selection process, which are important, but not quantified, such as:

7.1.1. Agreement by the offeror to all general and specific contract provisions and clauses;

7.1.2. Determination of responsibility of the offeror by the Contracting Officer. To determine an offeror's responsibility for purposes of contract award and in accordance with FAR Part 9, the offeror will be required to provide a general statement regarding previous and past performance in performing comparable work, information related to the business organization, and financial resources (See Section 00750, Pre-Award Survey Information). The Pre-Award Survey is a tool used by the Government in determining responsibility of the offeror and is submitted as part of the Price Proposals and is separate from the non-price proposal's response to the technical evaluation criteria. Some of the information required from the offeror for completion of the Pre-Award Survey and the non-price proposal may be duplicative but it is necessary that the information be provided in full in both the Price and the Non-Price Proposal.

8. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

8.1. The evaluation factors and sub-factors to be used to determine the merit of non-price proposals are listed below. Pass / Fail will be used during evaluation of the non-price proposals. Each factor and sub-factor are weighted equally and receiving a failing score for even one sub-factor will result in a fail for the entire proposal. Upon determining and documenting that an apparent successful small business offer lacks certain elements of responsibility and receives a failing score, the contracting officer shall as described in FAR 19.602-1:

(1) Withhold contract award; and

(2) Refer the matter to the cognizant Small Business Administration (SBA) Government Contracting Area Office serving the area in which the headquarters of the Offeror is located, in accordance with agency procedures.

The offeror shall provide the following information to demonstrate capability (using available technical experience and resources) to properly handle and execute a service contract for this type of work within The L.A., Orange, San Bernardino and Riverside counties. The Evaluation Factor and their sub-factors are described below.

9. EVALUATION FACTORS FOR AWARD

9.1 Award will be made to the lowest price technically acceptable offeror. All evaluation factors and sub-factors

are of equal importance. Price, technical and other salient factor will be considered. The Proposal should demonstrate that the offeror understands scope, logistics and objectives of the required work. It must also indicate the offeror's capability in carrying out the work described in the Scope of Work. Emphasis (for purposes of the technical rating) will be placed on the offeror's ability to clear and remove obstructions including all debris, prune vegetation (overhanging access roads), policing/trash pick-up, pest control (remove dead animals), graffiti removal as well as maintain sub drain, side drain and storm drainage systems. If the offeror intends to use sub-contractors in performing significant amounts of the work, then detailed information should also be provided for the subcontractors. Proposals must include sufficiently detailed information to enable evaluation based on the factors listed below. So that the technical evaluation may be accomplished sufficiently, the technical evaluation factors listed below are to be addressed in order. If supplemental information relative to these evaluation factors is included in another part of the technical proposal, its location must be identified.

FACTOR 1: Past Performance / Similar Type of Work / Quality:

The offeror shall submit references of all completed contracts in the past three (3) years that are similar in nature to this solicitation's work requirements and shall not use any method to exclude information the Government required for its evaluation. The Government will not evaluate information on work listed that was done longer than three years ago. The Government will contact selected references submitted by the offeror; the Government may also check past performance information obtained from sources other than those identified by the offeror. An offeror with no past performance relevant to this solicitation (i.e., work on similar projects) must so state, but will not be penalized and will receive a pass score. All relevant facts and circumstances gathered from the offeror's listed references and other sources of the information available to the Government will be used to evaluate the offeror's overall past performance and quality of performance. Confidential customer/client will not be accepted as references. At no time will the names of the individuals providing reference information on the offeror's past performance be revealed to the offeror or to any other party.

To assist the Government in properly evaluating this Factor, the offeror shall address the following sub-factor.

(1) QUALITY OF SERVICE OR PRODUCT AND PAST PERFORMANCE APPRAISALS. For the listed

Contracts, provide documentation that attests to the offeror's quality of performance. Include copies of formal past performance appraisals or letters from the customers or contracting agencies. The information should address both technical and administrative (e.g., quality of submittals or "front-end" reports) aspects of the contracts, when available. Information should also be provided on the performance of key personnel responsible for quality control and enforcement of health and safety standards. If the Government elects to enter into discussions with those offerors whose technical proposals are determined to be in the competitive range, but who have negative or unsatisfactory past performance evaluations without being given an opportunity to rebut them,

Then the offeror will be requested to explain the circumstances of the evaluations. If the offeror has not yet had a chance to comment on or rebut the negative or unsatisfactory past performance evaluations by others (which will be ascertained by the Government during reference checks), the information will be treated as unconfirmed. The Government will consider the number and severity of an offeror's problems on past contracts. Sheer numbers of confirmed negative comments may not give the offeror a fair rating. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a fail rating.

9.2 Selection and Award Without Discussions. It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of

the non-price proposal or to resolve minor or clerical errors. If award is not made on initial offers, discussions will be conducted as described below.

9.3. If the Government determines that discussions are necessary, the contracting officer shall determine which proposals are in the competitive range. The competitive range determination will include consideration of technical merit and the associated price/cost of only those offerors identified as either "acceptable" or "capable of being made acceptable".

9.4. Discussions. The Government may conduct written or oral (telephonic) discussions with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. As a result of these changes, proposals that were previously determined to be "capable of being made acceptable" may be reclassified as "acceptable" or "unacceptable". Discussions will result in a request for Final Proposal Revisions, the date and time which will be common to all offerors.

9.5. Selection and Award. The Government intends to make award based on initial offers. If discussions are conducted, then after receipt of Final Proposal Revisions, the Government will evaluate supplemental information provided by the offerors. Selection will be made to the lowest priced technically acceptable offer which conforms to the RFP.

10. PROPOSAL EXPENSES AND PREAWARD COSTS

This RFP does not commit the Government to pay any costs incurred in the preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of the formal contract.

---END OF SECTION "M"---