

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 24	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 17/01/2001		4. ORDER NO.		5. SOLICITATION NO. 52-PAPT-1-01004	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Jason Taylor		b. TELEPHONE NO. (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 12/15/2000	
9. ISSUED BY Office of Procurement United States Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7389 SIZE STD: \$5 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO U.S. Patent and Trademark Office Boyers, PA 16020				16. ADMINISTERED BY Office of Procurement U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810			
17a. CONTRACTOR/OFFEROR Iron Mountain/National Underground Storage, Inc. PO Box 6 Boyers, PA 16020				18a. PAYMENT WILL BE MADE BY U.S. Patent and Trademark Office Office of Finance Box 17 Washington, D.C. 20231			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA (See Contract Level Funding Summary)						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$35,448.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tom Roth - General Manager		30c. DATE SIGNED 12-12-00		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Page A. Etzel		31c. DATE SIGNED 2/1/01	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				35. AMOUNT VERIFIED CORRECT FOR		37. CHECK NUMBER	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		40. PAID BY	
32c. DATE				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Contract Level Funding Summary	Document Number 50PAPT1010041	Title Services Contract	Page 1 of 24
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2001 - - A - 193100 - - 2529 - - P50048 - 193431 - - - - -

\$984.00

Reference Requisition: 193P0100041

2001 - - A - 193100 - - 2529 - - P50048 - 193431 - - - - -

\$17,160.00

Reference Requisition: 193P0100041

2001 - - A - 193100 - - 2529 - - P50048 - 193431 - - - - -

\$5,304.00

Reference Requisition: 193P0100041

2001 - - A - 193100 - - 2529 - - P50048 - 193431 - - - - -

\$12,000.00

Reference Requisition: 193P0100041

Total Funding: \$35,448.00

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SCHEDULE OF ITEMS AND PRICES - FIXED-PRICE/ECONOMIC PRICE ADJUSTMENT**

The following items are required to support the Government operations of the U.S. Patent and Trademark Office. The quantities shown under the column entitled "Estimated Quantity" on the schedule below are estimates of the quantities which may be ordered by the Government, however, no guarantee is made that any of the quantities will be ordered as a result of this contract.

BASE YEAR				
CLIN	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
0001	Mail Pick-Up Service	\$106.00/mo	12 months	TBD
0002	Labor Services			
0002AA	Unskilled/Regular	\$29.50/hr.	200 hours	TBD
0002AB	Unskilled/Regular/Equip.	\$39.50/hr.	100 hours	TBD
0002AC	Skilled/Regular	\$45.80/hr.	200 hours	TBD
0002AD	Unskilled/Non-Regular	\$44.25/hr.	100 hours	TBD
0002AE	Unskilled/Non-Regular/Equip.	\$54.25/hr.	100 hours	TBD
0002AF	Skilled/Non-Regular	\$68.69/hr.	100 hours	TBD
0003	Transportation Services			
0003AA	Regular	\$1365/mo.	12 months	TBD
0003AB	Non-Regular	\$650.00/trip	12 trips	TBD

NOTE: These services may be continued for four additional one year terms. The rates for the renewal terms are subject to a percentage increase in the Consumer Price Index (CPI) for the Pittsburgh area, as compiled by the Bureau of Labor Statistics, U.S. Department of Labor, between January, 2001 and the effective date of the renewal term.

OPTION YEAR ONE (1)				
CLIN	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
0004	Mail Pick-Up Service		12 months	TBD
0005	Labor Services			
0005AA	Unskilled/Regular		200 hours	TBD
0005AB	Unskilled/Regular/Equip.		100 hours	TBD
0005AC	Skilled/Regular		200 hours	TBD
0005AD	Unskilled/Non-Regular		100 hours	TBD
0005AE	Unskilled/Non-Regular/Equip.		100 hours	TBD
0005AF	Skilled/Non-Regular		100 hours	TBD
0006	Transportation Services			
0006AA	Regular		12 months	TBD
0006AB	Non-Regular		12 trips	TBD

OPTION YEAR TWO (2)				
CLIN	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
0007	Mail Pick-Up Service		12 months	TBD
0008	Labor Services			
0008AA	Unskilled/Regular		200 hours	TBD
0008AB	Skilled/Regular		200 hours	TBD
0008AC	Unskilled/Non-Regular		100 hours	TBD
0008AD	Skilled/Non-Regular		100 hours	TBD
0009	Transportation Services			
0009AA	Regular		12 months	TBD
0009AB	Non-Regular		12 trips	TBD

OPTION YEAR THREE (3)				
CLIN	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
0010	Mail Pick-Up Service		12 months	TBD
0011	Labor Services			
0011AA	Unskilled/Regular		200 hours	TBD
0011AB	Skilled/Regular		200 hours	TBD
0011AC	Unskilled/Non-Regular		100 hours	TBD
0011AD	Skilled/Non-Regular		100 hours	TBD
0012	Transportation Services			
0012AA	Regular		12 months	TBD
0012AB	Non-Regular		12 trips	TBD

OPTION YEAR FOUR (4)				
CLIN	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
0013	Mail Pick-Up Service		12 months	TBD
0014	Labor Services			
0014AA	Unskilled/Regular		200 hours	TBD
0014AB	Skilled/Regular		200 hours	TBD
0014AC	Unskilled/Non-Regular		100 hours	TBD
0014AD	Skilled/Non-Regular		100 hours	TBD
0015	Transportation Services			
0015AA	Regular		12 months	TBD
0015AB	Non-Regular		12 trips	TBD

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

C.2 BACKGROUND

The United States Patent and Trademark Office (USPTO) is currently leasing 43,665 square feet of space at Boyers, Pennsylvania from the National Underground Storage, Inc. This facility is required to support the following USPTO Operations: Vital Records, Computer Operations, and Data Conversion.

C.3 SCOPE

The scope of this contract is to provide to the Government specialized services to support the USPTO. The services required are as follows:

1. Mail Pickup Service
2. Labor Services
3. Transportation Service

C.4 REQUIREMENTS

The Contractor shall provide the following services as described below:

1. Mail Pickup Service: The Contractor is required to provide mail pickup service to and from the local Post Office each day at Boyers, Pennsylvania, five (5) days a week, Monday through Friday, except on Federal holidays.
2. Labor Services: The Contractor is required to provide labor services at Boyers, Pennsylvania as needed on an on-call basis during normal working hours, 7:30 a.m. - 4:30 p.m., Monday through Friday, except on Federal holidays. A four (4) hour response time is required. The contractor shall provide labor services no later than the following workday (7:30 a.m.) if contacted after 12:00 noon the preceding day.

When needed, the contractor is to provide labor services outside of regular hours during weekdays, weekends, Federal holidays, liberal leave and days off. Under such circumstances four (4) hour response time is required. The contractor will be notified by the USPTO, via telephone and/or written notification, when service outside of regular hours is needed. The types of required labor services include:

- a. Unskilled Labor: The Contractor is required to provide unskilled labor services and equipment. These services include, but are not limited to, constructing and dismantling of shelving units, pulling and replacing file boxes, moving heavy objects or material and/or hauling them away, unloading and loading trucks, using a forklift, and using a light truck. The contractor is to provide the necessary hand tools, forklift and light truck.
- b. Skilled Labor: The Contractor is required to provide skilled labor services. These services include, but are not limited to, workers and tools if required, minor maintenance or alteration requirements of equipment. Some examples of skilled labor services include: installing radio cable lines, installing telephone lines, installing security monitors, and installing water sensor alarms.

3. Transportation Service: The Contractor is required to provide transportation service five (5) days per week, Monday through Friday. When needed, the contractor is to provide transportation services outside of regular hours during weekdays, weekends, Federal holidays, liberal leave and days off. The contractor will be notified by the USPTO, via telephone and/or written notification, when service outside of regular hours is needed. The required service is to cover the transportation of materials and equipment between Arlington, Virginia and the Government's leased premises at Boyers, Pennsylvania as follows:

- a. Transportation for a maximum daily weight limit of 200 pounds, five (5) days a week, Monday through Friday, except on Federal holidays. When needed, the contractor is to provide transportation service outside of regular hours during weekdays, weekends, Federal holidays, liberal leave. The contractor will be notified by the USPTO, via telephone and/or written notification, when service outside of regular hours is required.
- b. Transportation delivery services for over the 200 pound weight limit will be required on a case by case basis. Notification will be provided, via telephone and written notification, by the USPTO's Contracting Officer, Contracting Officer's Technical Representative (COTR), or Tenant Facility Manager (TFM) for services exceeding the 200 pound weight limit.
- c. The Contractor is required to pick up and/or delivery at both ends (Arlington, Virginia and Boyers, Pennsylvania) of every run.
- d. Services is to be overnight. Items are picked up at the Boyers, Pennsylvania facility between 4:30 p.m. and 5:00 p.m. and transported to Arlington, Virginia during the afternoon/evening, arriving at Arlington, Virginia no later than 1:00 a.m. the next day. Items are then delivered to the designated USPTO Crystal City drop-off point specified in paragraph C.4.3.e. All items for return to Boyers, Pennsylvania are then picked-up for delivery to the USPTO-Boyers address specified in paragraph C.4.3.e., no later than 9:00 a.m. the same day. When needed, the contractor is to provide transportation service outside of regular hours during weekdays, weekends, Federal holidays, liberal leave and days off. The contractor will be notified by the USPTO, via telephone and/or written notification, when service outside of regular hours is required. For service outside of regular hours a four (4) hour response time is required.
- e. All pickups and deliveries are to be inside delivery. Inside delivery is defined as "the designated USPTO offices located in Crystal City, Arlington, Virginia and the USPTO facility located in Boyers, Pennsylvania." The Arlington, Virginia location is the USPTO computer site on the 11th floor of Crystal Park Two, 2121 Crystal Drive, Arlington, Virginia 22202. Arrangements are to be made by the Government to provide drivers with after hours access to the facilities. The Boyers locations are Rooms 32/33 and 42S1 in the Iron Mountain/National Underground Storage, Inc. (NUS) facility in Boyers, Pennsylvania 16020.
- f. All contractors shall be bonded for at least \$100,000.00.

g. Proper records shall be maintained by the drivers of all items picked up and delivered at either end of each run. Signatures of people who accept deliveries shall be available for at least 60 days after a given pick up or delivery and shall be provided to the government upon two days notice to the contractor.

h. Each truck used to transport material with respect to this requirement must be equipped with an intrusive alarm, CB radio and cellular telephone. Trucks can be no higher than 13 feet nor longer than 40 feet. Trucks must be available daily in good working condition such that all trips are made daily, five (5) days a week Monday through Friday, except on Federal Holidays. When needed, the contractor is to provide transportation service outside of regular hours during weekdays, weekends, Federal holidays, liberal leave and days off. The contractor will be notified by the USPTO, via telephone and/or written notification, when service outside of regular hours is required. Delays or missed trips are unacceptable.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as appropriate to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

There are no clauses incorporated in this section.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

There are no FAR clauses incorporated in this section

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

<u>CONTRACT PERIOD</u>	<u>PERIOD OF PERFORMANCE</u>
Base Period	January 1, 2001 – December 31, 2001
Option Period 1	January 1, 2002 – December 31, 2002
Option Period 2	January 1, 2003 – December 31, 2003
Option Period 3	January 1, 2004 – December 31, 2004
Option Period 4	January 1, 2005 – December 31, 2005

F.3 DELIVERY LOCATION

Shipment of deliverable items, other than reports, shall be to:

Arlington, VA

PTO Computer Site
2121 Crystal Drive
Crystal Park Two, 11th Floor
Arlington, VA 22202

Arrangements are to be made by the Government to provide drivers with after hours access to the facilities.

Boyers

Iron Mountain/National Underground Storage, Inc.
Rooms 32/33 and 42S1
Boyers, PA 16020

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR), Ms. Donna Krepin, has been designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

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

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - TECHNICAL DIRECTION

- (a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME: Donna Krepin
ADDRESS: U.S. Patent and Trademark Office
Boyers, PA

PHONE NO.: (724) 794-3636

- (b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.
- (c) The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted in an original and 2 copies to the following:

U.S. Patent and Trademark Office
Office of Finance, Box 17
Crystal Park One, Suite 802
Washington, D.C. 20231

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of Contractor, invoice number and invoice date.
- (2) Contract number and task order number.
- (3) Description, price, and quantity of services actually rendered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

- (b) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.

G.6 ELECTRONIC PAYMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance, Box 17
Crystal Park One, Suite 802
Washington, D.C. 20231

If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 52.217-09 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 30 days; 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 5 years

H.2 TYPE OF CONTRACT

This is a fixed-price/economic price adjustment contract for commercial items/services.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (b) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (c) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 SUPERVISION OF CONTRACTOR'S EMPLOYEES

- (a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

- (b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.4 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the PTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

H.5 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

H.6 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.7 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

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

52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.222-41	Service Contract Act of 1965, as Amended	MAY 1986
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment	MAY 1986
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.227-01	Authorization and Consent.	JUL 1995
53.232-23	Assignment of Claims	JAN 1986
52.232-34	Payment by Electronic Funds Transfer-Other Than Central Contractor Registration.	MAY 1996
52.232-37	Multiple Payment Arrangements.	MAY 1996

I.2 52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe

weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

**I.2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 1999)**

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

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

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)___ Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

___ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

___ (18) [Reserved]

___ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

___ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

___ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

___ (ii) Alternate I of 52.225-21.

___ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

X (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

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

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

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

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

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective

Bargaining Agreement (CBA) (41 U.S.C. 351,

Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

I.3 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

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

"Small disadvantaged business concern" means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

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

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of 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.

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

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).

☒ TIN: 25-1016055

☐ 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. _____

(2) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☒ Other corporate entity;
- ☐ Not a corporate entity;
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent:
- ☒ Name and TIN of common parent:
- Name Iron Mountain, Inc.
- TIN 23-2588479

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

(2) Small disadvantaged business concern. The offeror represents and certifies that it ☐ is, ☒ is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it ☐ is, ☒ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ☐ is, ☒ is not, a women-owned business concern.

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

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

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

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

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input checked="" type="checkbox"/> Over 1,000	<input checked="" type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It ☒ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

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

(3) Affirmative Action Compliance. The offeror represents that--

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

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

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

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-1, Buy American Act - Balance of Payments Program, is included in this solicitation.)

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

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

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

(g)(1) Buy American Act - North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:
Line Item No. Country of Origin

(List as necessary)

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

(List as necessary)

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

(2) Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No Country of Origin

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [☒] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and [] are, [☒] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment 1 --- Wage Determination (Attached)

94-2451 PA, PITTSBURGH

09/26/00

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2451
Revision No.: 17
Date Of Last Revision: 09/18/2000

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas
 Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambri
 Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest,
 Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Som

Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	8.46
Accounting Clerk II	9.26
Accounting Clerk III	11.51
Accounting Clerk IV	15.63
Court Reporter	11.51
Dispatcher, Motor Vehicle	11.83
Document Preparation Clerk	10.14
Duplicating Machine Operator	10.14
Film/Tape Librarian	12.05
General Clerk I	7.76
General Clerk II	8.66
General Clerk III	10.69
General Clerk IV	13.35
Housing Referral Assistant	14.17
Key Entry Operator I	7.64
Key Entry Operator II	9.30
Messenger (Courier)	7.76
Order Clerk I	9.00
Order Clerk II	12.01
Personnel Assistant (Employment) I	9.32
Personnel Assistant (Employment) II	10.40
Personnel Assistant (Employment) III	11.46
Personnel Assistant (Employment) IV	14.17
Production Control Clerk	14.17
Rental Clerk	12.05
Scheduler, Maintenance	12.05
Secretary I	12.05
Secretary II	12.29
Secretary III	14.17
Secretary IV	16.16
Secretary V	17.90
Service Order Dispatcher	12.05
Stenographer I	10.78
Stenographer II	12.05
Supply Technician	16.16
Survey Worker (Interviewer)	11.51
Switchboard Operator-Receptionist	8.37
Test Examiner	11.51
Test Proctor	11.51

Travel Clerk I	8.84
Travel Clerk II	9.48
Travel Clerk III	10.18
Word Processor I	9.82
Word Processor II	13.05
Word Processor III	13.98
Automatic Data Processing Occupations	
Computer Data Librarian	11.81
Computer Operator I	9.95
Computer Operator II	10.92
Computer Operator III	15.47
Computer Operator IV	17.19
Computer Operator V	19.03
Computer Programmer I (1)	14.21
Computer Programmer II (1)	16.15
Computer Programmer III (1)	19.38
Computer Programmer IV (1)	24.77
Computer Systems Analyst I (1)	18.69
Computer Systems Analyst II (1)	23.86
Computer Systems Analyst III (1)	28.14
Peripheral Equipment Operator	11.81
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.80
Automotive Glass Installer	15.60
Automotive Worker	15.60
Electrician, Automotive	16.22
Mobile Equipment Servicer	14.46
Motor Equipment Metal Mechanic	16.80
Motor Equipment Metal Worker	15.60
Motor Vehicle Mechanic	17.06
Motor Vehicle Mechanic Helper	13.89
Motor Vehicle Upholstery Worker	15.03
Motor Vehicle Wrecker	15.60
Painter, Automotive	16.22
Radiator Repair Specialist	15.60
Tire Repairer	13.96
Transmission Repair Specialist	16.80
Food Preparation and Service Occupations	
Baker	10.98
Cook I	10.16
Cook II	10.98
Dishwasher	8.33
Food Service Worker	8.33
Meat Cutter	10.98
Waiter/Waitress	8.86
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.22
Furniture Handler	12.62
Furniture Refinisher	16.22
Furniture Refinisher Helper	13.89
Furniture Repairer, Minor	15.03
Upholsterer	16.22
General Services and Support Occupations	
Cleaner, Vehicles	8.33
Elevator Operator	8.33
Gardener	10.16
House Keeping Aid I	7.80
House Keeping Aid II	8.33
Janitor	8.33
Laborer, Grounds Maintenance	8.86
Maid or Houseman	7.80
Pest Controller	10.62
Refuse Collector	8.33
Tractor Operator	9.78
Window Cleaner	8.86

Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.49
Licensed Practical Nurse II	11.78
Licensed Practical Nurse III	13.17
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	15.77
Registered Nurse II	16.57
Registered Nurse II, Specialist	18.16
Registered Nurse III	22.92
Registered Nurse III, Anesthetist	22.92
Registered Nurse IV	24.16
Information and Arts Occupations	
Audiovisual Librarian	16.54
Exhibits Specialist I	16.58
Exhibits Specialist II	21.13
Exhibits Specialist III	22.83
Illustrator I	16.58
Illustrator II	21.13
Illustrator III	22.83
Librarian	19.14
Library Technician	13.89
Photographer I	13.80
Photographer II	16.58
Photographer III	21.13
Photographer IV	22.83
Photographer V	27.60
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.00
Counter Attendant	7.00
Dry Cleaner	8.79
Finisher, Flatwork, Machine	7.00
Presser, Hand	7.00
Presser, Machine, Drycleaning	7.00
Presser, Machine, Shirts	7.00
Presser, Machine, Wearing Apparel, Laundry	7.00
Sewing Machine Operator	9.39
Tailor	9.98
Washer, Machine	7.59
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.21
Tool and Die Maker	22.76
Material Handling and Packing Occupations	
Forklift Operator	13.44
Fuel Distribution System Operator	14.45
Material Coordinator	14.69
Material Expediter	14.69
Material Handling Laborer	13.09
Order Filler	13.89
Production Line Worker (Food Processing)	13.58
Shipping Packer	13.03
Shipping/Receiving Clerk	12.80
Stock Clerk (Shelf Stocker; Store Worker II)	13.06
Store Worker I	10.61
Tools and Parts Attendant	13.58

Warehouse Specialist	13.58
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.80
Aircraft Mechanic Helper	13.89
Aircraft Quality Control Inspector	17.35
Aircraft Servicer	15.03
Aircraft Worker	15.60
Appliance Mechanic	16.22
Bicycle Repairer	13.96
Cable Splicer	16.80
Carpenter, Maintenance	16.22
Carpet Layer	15.60
Electrician, Maintenance	18.28
Electronics Technician, Maintenance I	14.59
Electronics Technician, Maintenance II	17.21
Electronics Technician, Maintenance III	18.82
Fabric Worker	15.03
Fire Alarm System Mechanic	16.80
Fire Extinguisher Repairer	14.45
Fuel Distribution System Mechanic	16.80
General Maintenance Worker	15.60
Heating, Refrigeration and Air Conditioning Mechanic	16.80
Heavy Equipment Mechanic	16.80
Heavy Equipment Operator	16.80
Instrument Mechanic	16.80
Laborer	11.63
Locksmith	16.22
Machinery Maintenance Mechanic	16.80
Machinist, Maintenance	18.41
Maintenance Trades Helper	13.89
Millwright	16.80
Office Appliance Repairer	16.22
Painter, Aircraft	16.22
Painter, Maintenance	16.22
Pipefitter, Maintenance	17.19
Plumber, Maintenance	16.22
Pneudraulic Systems Mechanic	16.80
Rigger	16.80
Scale Mechanic	15.60
Sheet-Metal Worker, Maintenance	16.80
Small Engine Mechanic	15.60
Telecommunication Mechanic I	16.80
Telecommunication Mechanic II	17.25
Telephone Lineman	16.80
Welder, Combination, Maintenance	16.80
Well Driller	16.80
Woodcraft Worker	16.80
Woodworker	14.45
Miscellaneous Occupations	
Animal Caretaker	9.38
Carnival Equipment Operator	9.78
Carnival Equipment Repairer	10.16
Carnival Worker	8.33
Cashier	6.92
Desk Clerk	6.87
Embalmer	16.96
Lifeguard	6.12
Mortician	16.96
Park Attendant (Aide)	7.69
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.12
Recreation Specialist	12.61
Recycling Worker	9.78
Sales Clerk	6.12
School Crossing Guard (Crosswalk Attendant)	8.33
Sport Official	6.12

Survey Party Chief (Chief of Party)	10.72
Surveying Aide	5.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	8.95
Swimming Pool Operator	11.02
Vending Machine Attendant	9.78
Vending Machine Repairer	11.02
Vending Machine Repairer Helper	9.78
Personal Needs Occupations	
Child Care Attendant	9.40
Child Care Center Clerk	8.58
Chore Aid	7.80
Homemaker	9.52
Plant and System Operation Occupations	
Boiler Tender	16.80
Sewage Plant Operator	16.22
Stationary Engineer	16.80
Ventilation Equipment Tender	13.89
Water Treatment Plant Operator	16.22
Protective Service Occupations	
Alarm Monitor	11.14
Corrections Officer	15.04
Court Security Officer	17.22
Detention Officer	17.22
Firefighter	18.26
Guard I	7.16
Guard II	11.59
Police Officer	18.37
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.26
Hatch Tender	15.26
Line Handler	15.26
Stevedore I	14.69
Stevedore II	15.86
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.75
Archeological Technician I	12.58
Archeological Technician II	14.09
Archeological Technician III	17.43
Cartographic Technician	17.43
Civil Engineering Technician	17.43
Computer Based Training (CBT) Specialist/ Instructor	20.57
Drafter I	10.87
Drafter II	13.80
Drafter III	16.58
Drafter IV	21.28
Engineering Technician I	13.58
Engineering Technician II	15.26
Engineering Technician III	17.73
Engineering Technician IV	20.27
Engineering Technician V	23.22
Engineering Technician VI	28.07
Environmental Technician	17.43
Flight Simulator/Instructor (Pilot)	23.86
Graphic Artist	18.69
Instructor	20.57
Laboratory Technician	15.97
Mathematical Technician	20.05
Paralegal/Legal Assistant I	12.41
Paralegal/Legal Assistant II	16.16
Paralegal/Legal Assistant III	19.12
Paralegal/Legal Assistant IV	19.69
Photooptics Technician	20.05
Technical Writer	21.39

Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	15.47
Weather Observer, Senior (3)	16.19
Weather Observer, Upper Air (3)	15.47
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.12
Parking and Lot Attendant	8.33
Shuttle Bus Driver	13.51
Taxi Driver	9.93
Truckdriver, Heavy Truck	16.14
Truckdriver, Light Truck	13.51
Truckdriver, Medium Truck	15.75
Truckdriver, Tractor-Trailer	16.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successive weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of s

includes the whole span of continuous service with the present contractor or successive wherever employed, and with the predecessor contractors in the performance of similar 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, Col Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute 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 a rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your regular 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 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 including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, drying, mixing, and pressing of sensitive explosives pyrotechnic composition as lead azide, black powder and photoflash powder. All dry-house activities involving

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 for 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 S

4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of priority: 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 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 to the agency, together with the agency's recommendations and pertinent information including 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) 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 combine, or subdivide classifications listed in the wage determination.

propellants or explosives. Demilitarization, modification, renovation, demolition, a maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerin covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either 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) 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 (\$0.67 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

Government contract, by the contractor, by law, or by the nature of the work, there is a 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 1 (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