

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 003910RCGZ032		PAGE 1 OF 28				
2. CONTRACT NO. N00140-02-D-1605		3. AWARD/EFFECTIVE DATE 04-Apr-2002		4. ORDER NUMBER		5. SOLICITATION NUMBER N00140-02-R-1605		6. SOLICITATION ISSUE DATE 05-Mar-2002		
7. FOR SOLICITATION INFORMATION CALL			a. NAME NICOLE DENOFA			b. TELEPHONE NUMBER (No Collect Calls) 215-697-9628		8. OFFER DUE DATE/LOCAL TIME 26-Mar-2002 00:00		
9. ISSUED BY FISC NORFOLK DET PHILADELPHIA 700 ROBBINS AVENUE BUILDING 2B PHILADELPHIA PA 19111-5083 TEL: FAX:			CODE N00140		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: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30
15. DELIVER TO SEE SCHEDULE				16. ADMINISTERED BY SEE ITEM 9						
17 a. CONTRACTOR/ OFFEROR ARAMARK UNIFORM AND CAREER APPAREL RODGER BRETTEG 818-973-3700 115 NORTH 1ST STREET BURBANK CA 91502 TEL. 818-973-3700			CODE		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE			
<input checked="" type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21 QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$99,377.50			
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27 b. 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 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.					COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR					31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mary Lou Dickens</i>					
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY LOU DICKENS / CONTRACT NEGOTIATOR			31 c. DATE SIGNED 04-Apr-2002		
32 a. 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41 c. DATE		42a. RECEIVED BY (Print)					
					42b. RECEIVED AT (Location)					
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS				

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Lot I - Northwest Region - Base Year FFP - (Washington, Idaho, and Oregon) PURCHASE REQUEST NUMBER 003910RCGZ032			\$	\$

MAX NET AMT \$

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	Contractor Owned Shop Towels (Orange) FFP - Unfolded: Delivery/pick-up/laundrying/drop off Note: Unit Price for contractor owned shop towels shall also include charges for predicted shrinkage as no other means will be available to collect for the cost of normal loss and ruin of the towels. (see SOW paragraph 5 d.4) PURCHASE REQUEST NUMBER 003910RCGZ032	1,005,000.00	Each	\$0.07	\$70,350.00

MAX NET AMT \$70,350.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	Government Owned Shop Towels (Red) FFP - Unfolded: Delivery/pick-up/laundrying/drop off PURCHASE REQUEST NUMBER 003910RCGZ032	504,170.00	Each	\$0.05	\$25,208.50

MAX NET AMT	\$25,208.50
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	Replacement Towels FFP - In accordance with paragraph 5 d.4 of the SOW, loss exceeding 15% of the designated inventory will be charged per towel at this rate.	10,050.00	Each	\$0.38	\$3,819.00

MAX NET AMT	\$3,819.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Northwest Region - Option I FFP - (Washington, Idaho, and Oregon) PURCHASE REQUEST NUMBER 003910RCGZ032			\$	\$

MAX NET AMT \$

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA	Contractor Owned Shop Towels (Orange) FFP - Unfolded: Delivery/pick-up/laundrying/drop off Note: Unit Price for contractor owned shop towels shall also include charges for predicted shrinkage as no other means will be available to collect for the cost of normal loss and ruin of the towels. (see SOW paragraph 5 d.4) PURCHASE REQUEST NUMBER 003910RCGZ032	1,326,000.00	Each	\$0.07	\$92,820.00

MAX NET AMT \$92,820.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB	Government Owned Shop Towels (Red) FFP - Unfolded: Delivery/pick-up/laundrying/drop off PURCHASE REQUEST NUMBER 003910RCGZ032	665,500.00	Each	\$0.05	\$33,275.00

MAX NET AMT	\$33,275.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC	Replacement Towels FFP - In accordance with paragraph 5 d.4 of the SOW, loss exceeding 15% of the designated inventory will be charged per towel at this rate.	13,260.00	Each	\$0.38	\$5,038.80

MAX NET AMT	\$5,038.80
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Northwest Region - Option II FFP - (Washington, Idaho, and Oregon) PURCHASE REQUEST NUMBER 003910RCGZ032			\$	\$

MAX NET AMT \$

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	Contractor Owned Shop Towels (Orange) FFP - Unfolded: Delivery/pick-up/laundrying/drop off Note: Unit Price for contractor owned shop towels shall also include charges for predicted shrinkage as no other means will be available to collect for the cost of normal loss and ruin of the towels. (see SOW paragraph 5 d.4) PURCHASE REQUEST NUMBER 003910RCGZ032	1,459,260.00	Each	\$0.07	\$102,148.20

MAX NET AMT \$102,148.20

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB	Government Owned Shop Towels (Red) FFP - Unfolded: Delivery/pick-up/laundrying/drop off PURCHASE REQUEST NUMBER 003910RCGZ032	732,050.00	Each	\$0.05	\$36,602.50

MAX NET AMT	\$36,602.50
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC	Replacement Towels FFP - In accordance with paragraph 5 d.4 of the SOW, loss exceeding 15% of the designated inventory will be charged per towel at this rate.	14,592.00	Each	\$0.38	\$5,544.96

MAX NET AMT	\$5,544.96
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB	Government Owned Shop Towels (Red) FFP - Unfolded: Delivery/pick-up/laundrying/drop off PURCHASE REQUEST NUMBER 003910RCGZ032	805,255.00	Each	\$0.05	\$40,262.75

MAX NET AMT	\$40,262.75
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC	Replacement Towels FFP - In accordance with paragraph 5 d.4 of the SOW, loss exceeding 15% of the designated inventory will be charged per towel at this rate.	16,052.00	Each	\$0.38	\$6,099.76

MAX NET AMT	\$6,099.76
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB	Government Owned Shop Towels (Red) FFP - Unfolded: Delivery/pick-up/laundrying/drop off PURCHASE REQUEST NUMBER 003910RCGZ032	885,781.00	Each	\$0.05	\$44,289.05
					\$44,289.05
MAX NET AMT					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC	Replacement Towels FFP - In accordance with paragraph 5 d.4 of the SOW, loss exceeding 15% of the designated inventory will be charged per towel at this rate.	17,657.00	Each	\$0.38	\$6,709.66
					\$6,709.66
MAX NET AMT					

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NC1C 04003 24607 GZB 2525 033181 0039102RCGZ032
 AMOUNT: \$4,968.90

CLAUSES INCORPORATED BY REFERENCE:

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.216-22	Indefinite Quantity	OCT 1995
52.217-8	Option To Extend Services	NOV 1999

52.247-34	F.O.B. Destination	NOV 1991
252.237-7012	Instruction to Offerors (Count-Of-Articles)	DEC 1991
252.237-7016	Delivery Tickets	DEC 1991
252.237-7018	Special Definitions of Government Property	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CLAUSE 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2001) ALTERNATE I (OCT 2000), AS WELL AS ARAMARK’S PROPOSAL DATED 26 MARCH 2002 IN RESPONSE TO SOLICITATION N00140-02-R-1605, INCLUDING THE EPA LETTER, THE LETTER IN REFERENCE TO SUBCONTRACTING, AND AMENDMENTS 0001 AND 0002, ARE HEREBY INCORPORATED BY REFERENCE.

REMIT TO:

The address to which payment will be sent will be stated on individual delivery orders.

PAYMENT OFFICE:

The payment office address will be indicated on individual delivery orders.

STATEMENT OF WORK

1. SPECIFICATION OVERVIEW

- a. This is an indefinite delivery indefinite quantity (IDIQ) services contract for the rental of Contractor-owned (CO), and the laundering of Government-owned (GO), shop towels (towels) for use by all government activities (to include Reserve Officer Training Centers at colleges or universities) within the states listed in the schedule of this contract.
- b. The contractor shall provide and deliver clean CO towels to government activities (customers). The contractor shall pick up soiled towels from each customer, count the number of soiled towels at time of pick up, mark the container of soiled rags with customer’s location and number of soiled towels picked up, launder the soiled towels, and drop off to the customer the same number of clean towels that were picked up from the customer, in accordance with the specifications contained herein.
- c. Performance of the required services shall be accomplished in accordance with the specifications herein.
- d. The contractor is responsible for acquiring and maintaining all equipment and vehicles necessary to ensure that customer deliveries are met as required.
- e. The contractor shall comply with all federal, state, and local laws, rules and regulations as set forth within each EPA region and state, as they pertain to the industrial laundering of nondisposal textile towels contaminated with oils, greases, hydraulic fluid, and paint.
- f. Where applicable, the contractor shall be required to ensure that all subcontractors used are also in compliance with these requirements. If it deems it necessary, a customer may request the contractor to provide copies of current Federal or state certificates/licenses where it is conducting business as well as copies of all Federal or state certificates/licenses of the subcontractors the contractor uses. The contractor must possess all licenses and certifications required by Federal, state and local laws prior to the performance of this contract.

2. REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this contract, the quality of all services provided will conform to the highest standards in the relevant profession, trade or field of endeavor. All services will be provided by, or supervised directly by, individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

3. CONTRACTOR COMPLIANCE

a. Each offeror responding to this solicitation will submit with its offer, a copy of the control or tracking system that will be used by the offeror.

b. Each offeror responding to the solicitation shall have the facilities and equipment to provide CO towel rental and GO towel-laundrying services. If requested by the customer, GO towels will be stored at the offeror's site for use by the customer.

4. TOWEL REQUIREMENTS AND USE

a. All towels may be used to clean up oil, grease, hydraulic fluid and paint.

b. The contractor shall deliver clean towels unfolded in quantities that match the amount ordered.

c. CO towels, rental of - The contractor will provide towels made of an absorbent cotton or cotton-blend material and will be a minimum of 18 inches wide and 18 inches long. Towels will be ORANGE in color.

d. GO towels, laundrying of - The customer will provide to the contractor GO towels made of an absorbent cotton or cotton-blend material and will be RED in color.

5. ORDERS

a. Orders may be placed either orally or written by telephone, facsimile, or delivery/task/purchase order under this contract. The number of towels ordered should be based on the customer's average weekly usage. Orders may be paid for using an authorized United States Government Purchase/Credit Card or may be paid for using account billing obligated under delivery/task/purchase orders under this contract.

b. Charges for towels shall be based on the number of clean towels delivered. For both pickup and delivery, the customer will perform verification of quantities. Failure by the contractor to obtain this verification shall relieve the customer of any responsibility for claims submitted by the contractor for a difference in the count of towels delivered or picked up.

c. Adjustments to orders (average weekly usage) may occur quarterly to ensure that customers ordering the number of towels needed. The customer may increase or decrease the quantity of towels called for in the Schedule at the unit price specified. Delivery of the added towels will continue at the same rate as the GO or CO towels called for under the contract, unless the parties otherwise agree.

d. CO Orders

1) The contractor shall provide an initial supply of clean towels, designated inventory, to a customer in accordance with the customer's initial order. The contractor shall charge the customer for the clean towels ordered by the customer upon delivery. The initial charge for the clean towels will be the contractor's quoted unit price multiplied by the quantity of towels ordered.

2) Minimum charge. For subsequent orders to a customer, the contractor shall charge the customer a minimum price of at least 50 percent of the designated inventory for each location. The maximum amount to be charged will be any amount over 50% of the designated inventory times the contract unit price.

3) The customer shall be liable for the return of the number of towels furnished under this contract, in accordance with the count of the customer or the number of towels agreed upon as a result of a joint count by the contractor and the customer at the time of delivery.

4) The contractor shall include the charge for predicted shrinkage, which shall not exceed 15% of the designated inventory, in his unit price for all Contractor owned shop towel line items found in the schedule. There will be no other means for the contractor to collect a charge for normal loss and ruin of the towels. However, in the event that towels are lost/ruined beyond 15%, the customer is responsible to pay the replacement cost for a towel. This charge shall not exceed the charge that the contractor would normally charge his most favored commercial customer.

5) In order to support all U.S. naval vessels and/or air squadrons deployed, the Contracting Officer may, upon five (5) days' written notice to the contractor, delay the return of soiled towels to the contractor for a maximum of three (3) weeks at no additional charge. If the return of the towels to the contractor should exceed three (3) weeks, then the customer shall be charged weekly thereafter for 50% of the designated inventory at the contract unit price but these charged shall not exceed the cost of a replacement towel.

e. GO Towel Orders

1) The customer shall provide all GO towels to the contractor. The supply of GO towels provided to the contractor will be as specified by each customer.

2) The contractor shall charge the customer only for the actual number of soiled towels laundered at the negotiated prices under this contract. There will be no minimum charge for pickup/laundrying/drop off of GO towels.

3) The contractor shall set up a separate tracking system in order to keep accurate count of GO towels. The contractor will ensure all GO towels are returned to the same customer from which they were picked up.

4) The contractor shall be liable to return to the customer at the time of delivery the same number of clean GO towels as were provided dirty by the customer at time of pick up, as counted by customer and verified by contractor at both the time of delivery and the time of pick up. The contractor shall be responsible to replace any GO towels lost during the laundering process, with a towel equal in kind and quality to the lost towel, so that the number of clean towels delivered equals the number of dirty towels picked up at no additional cost to the customer.

5) The contractor agrees to use GO towels to the maximum extent possible in performance of this contract. As a GO towel wears out or is damaged, it shall be the responsibility of the contractor to bring the GO towel to the attention of the customer to determine serviceability and responsibility.

6. DELIVERY

a. Delivery Tickets - Delivery tickets shall be provided at no additional cost to the customer. They shall be provided in multiple copies, in a pre-approved form approved by the Contracting Officer after award of contract. A delivery ticket shall accompany each delivery of towels, for tracking and record purposes. The contractor shall bill the customer on a monthly basis, except as otherwise stipulated by customer. The delivery ticket shall have an acceptance block and place for signature for the designated customer after joint inspection(s) has been made. One copy of each delivery ticket shall accompany the contractor's invoice. The charge for lost items that was included in the unit price of the Contractor owned shop towels will remain firm during the effective period of the contract, except that in no event shall the charge exceed that which the contractor would normally charge his most favored commercial customer.

b. Delivery schedules:

1) Delivery of all towels shall be no more than 24 hours after the contractor's receipt of an order when the order is placed before 3:00 PM. Delivery of all soiled towels shall be no more than 48 hours when an order is placed after

3:00 PM. Subsequent to the contractor's initial order of clean towels to a customer, pick up of soiled towels shall always be made at the time of delivery of subsequent orders for the clean towels.

2) The contractor shall be required to deliver/pick up towels Monday through Friday, 7:00 AM through 5:00 PM. Frequency of pickup/delivery will be at least once a month. Each individual customer will establish specific dates and times for their orders. Delivery schedules will be based on the mutual agreement between the contractor and customer.

3) For ships deployed Monday-Friday, the contractor shall provide Saturday delivery of clean towels and pick up of soiled towels between the hours of 7:00 AM and 5:00 PM, as arranged with the customer point of contact on each order.

4) The contractor's representatives visiting customer activities to make pick-ups and deliveries covered by any resulting contract shall be United States citizens.

c. Delivery Sites - The contractor shall be required to deliver all towels to any customer located within the states identified in the schedule of this contract. Attachment II is a listing of various Department of Defense installations/bases and sites that may order off this contract; it is provided for information purposes only. In addition to this list, any other Government activity may be added to this contract during the life of this contract without modification to this contract.

7. CONTRACTOR INVOICING

The contractor shall submit invoices for payment to the office designated by the customer at the interval specified by the customer (but no less than once a quarter) in accordance with the method of payment indicated by the customer. In the case of authorized Government purchase credit card transactions, the US Government purchase/credit card transaction slip will serve as the confirmation of the order and payment. Contractor invoicing shall be based on the number of clean towels delivered.

8. MONTHLY REPORTS

The contractor shall supply "On Line Express" to the customer at no additional charge to the customer. "On Line Express" shall give direct access to the customer's authorized personnel to review spends by total aggregate, by regions and/or by individual location. Clean deliveries of towels can also be viewed.

Reports can be downloaded in ACCESS or Excel.

The contractor will review the information with the customer as well, once per quarter, at the request of the customer.

9. VEHICLES

The contractor shall furnish all vehicles required to provide the deliverables specified herein. All vehicles used in the transportation of all towels shall be maintained and conform to the highest industry/commercial standards. All vehicle operators shall have a valid driver's license and carry the vehicle registration and current insurance documentation at all times. All vehicles shall be equipped to protect against contamination of the towels and shall be large enough to accommodate all towels at scheduled pick up. In the event the contractor's vehicle is too small to accommodate any delivery of towels and is required to make additional trip(s) to pick up/deliver one order, it shall be at no additional cost to the customer. All vehicles shall be subject to examination at all times by the authorized customer.

10. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

11. INSPECTION AND ACCEPTANCE (SERVICES)

Inspection and acceptance of the services to be furnished hereunder shall be made upon completion of the services by the customer's designated representative shown on each individual order.

12. PLACE OF DELIVERY

- a. The towels to be furnished hereunder shall be delivered to the customer with all transportation charges paid by the contractor.
- b. Offers submitted on the basis other than F.O.B. destination will be rejected as non-responsible and offers may be deemed unacceptable.

13. EPA SITE-CERTIFICATION

- a. The contractor/subcontractors must comply with all applicable Federal, state and local laws, rules and regulations regarding the services described herein. In addition, the contractor's/ subcontractors' facilities must be EPA- and state-certified (as applicable) for storage, treatment, handling, processing, compliant treatment of wash and rinse effluent, and disposal of solid and hazardous waste. The contractor/subcontractors must meet all applicable Department of Transportation (DOT) requirements for the transportation of solid and hazardous waste, including but not necessarily limited to, labeling, placarding, preparation of manifests, and any other documents as may be required under federal, state and local laws, rules and regulations.
- b. As applicable, contractors/subcontractors shall provide copies of the bills of lading/shipping documents to the generating activity/EPA ID number designated POC for shipments received at the contractor's facility.
- c. The contractor/subcontractors must submit two (2) copies of all EPA and state certifications described in paragraph 14.a. above with the proposal or letter indicating their compliance.
- d. The contractor/subcontractors must submit two (2) copies of DOT documents (as applicable), or a letter indicating their compliance, indicating the contractor's/subcontractors' ability to transport solid and hazardous waste, including but not necessarily limited to, labeling, placarding, preparation of manifests; and Notices of Violations (NOVs) issued to the contractor/subcontractors by DOT under the contract.

In order to fulfill the EPA Certification requirement listed above, offerors shall make the following statement on their company letterhead:

“(Insert name of Company), hereby certifies that we are in compliance with all applicable Federal, state and local laws, rules and regulations regarding the services described in solicitation N00140-02-R-1605 in all of the states covered by the solicitation. Our facilities are EPA and state-certified, as applicable, for storage, treatment, handling, processing, compliant treatment of wash and rinse effluent, and disposal of solid and hazardous waste. All applicable Department of Transportation (DOT) requirements for the transportation of solid and hazardous waste, including but not necessarily limited to, labeling, placarding, preparation of manifests, and any other documents as may be required under federal, state and local laws, rules and regulations are met. We agree to provide all applicable copies of the bills of lading/shipping documents to the generating activity/EPA ID number designated POC for shipments received at our facility.”

14. States or territories beyond those listed in the schedule may be added under the resultant contract at a future date and will be considered to be within scope of the contract. Inclusion of additional states or territories will be at a unit price to be negotiated (TBN) between the parties.

15. The Navy is considering adding the services under this contract to the Department of Defense E-Mall. The contractor agrees to accept electronic ordering via the DOD E-Mall on-line ordering system pursuant to the terms to be mutually agreed upon at the time of execution.

ORDERING (OCT 1995) FAR 52.216-18

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued:

Basic Ordering Period

Issued from date of award through 31 December 2002

Ordering Period, Option Year One

Upon exercise of the option, the ordering period of this contract shall extend from 01 January 2003 through 31 December 2003.

Ordering Period, Option Year Two

Upon exercise of the option, the ordering period of this contract shall extend from 01 January 2004 through 31 December 2004.

Ordering Period, Option Year Three

Upon exercise of the option, the ordering period of this contract shall extend from 01 January 2005 through 31 December 2005.

Ordering Period, Option Year Four

Upon exercise of the option, the ordering period of this contract shall extend from 01 January 2006 through 31 December 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

DURATION OF CONTRACT PERIOD (FISC DET PHILA) (OCT 1992)

(a) This contract shall become effective on date of award and the ordering period shall continue in effect during the period through 31 December 2002 unless terminated in accordance with other provisions herein. The performance period shall continue in effect during the periods stated below if the options are exercised:

- 01 January 2003 through 31 December 2003
- 01 January 2004 through 31 December 2004
- 01 January 2005 through 31 December 2005
- 01 January 2006 through 31 December 2006

(b) Subject to the provisions of the "Limitation of Costs" clause, the Contractor shall not be required to perform any work under this contract beyond the performance period set forth above unless such period is extended in writing by mutual agreement prior to the expiration date specified in the contract; provided however, and notwithstanding the provisions of Clause entitled "Indefinite Quantity" and "Ordering," that the Contracting Officer may at his election, issue Delivery/task orders beyond the ordering period and require the Contractor to continue to perform work beyond the performance period set forth above until the total estimated maximum cost of the contract shall have been expended.

TIME OF PERFORMANCE (FISC DET PHILA) (OCT 1992)

Services to be furnished hereunder shall be performed and completed through 31 December 2002 unless the aforementioned options are exercised.

TIME OF DELIVERY (INDEFINITE DELIVERY CONTRACTS) (FISC DET PHILA) (OCT 1992)

The services to be furnished hereunder shall be performed within 24 hours after the date of each order placed if the order is placed before 3:00 PM and within 48 hours when an order is placed after 3:00 PM, except that when the needs of the Government permit, orders may provide a longer time for delivery as specified in the individual orders issued under the subject contract.

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (252.209-7004) (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) 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 identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and 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.

MINIMUM AND MAXIMUM QUANTITIES (FISC DET PHILA) (OCT 1992)

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the total contract minimum quantity and maximum quantity are shown below.

The contract minimum quantities of CO and GO towels for the basic year (date of award through 31 December 2002) are as follows:

	MINIMUM CO TOWELS RENTED	MINIMUM GO TOWELS WASHED
CY 2002 TOTAL GOVT COST ESTIMATE MINIMUM	45,225	22,689

The minimum quantity is based on the total amount of the Base Year, not by individual contract line item. The minimum quantity shall be obligated via individual orders whose combined total will be for 67,914 towels.

DESCRIPTION	MAXIMUM CO TOWELS RENTED	MAXIMUM GO TOWELS WASHED
CY 2002 TOTAL GOVT COST ESTIMATE BASIC	904,500	453,753
CY 2003 TOTAL GOVT COST ESTIMATE OPTION I	1,326,000	665,500
CY 2004 TOTAL GOVT COST ESTIMATE OPTION II	1,459,260	732,050
CY 2005 TOTAL GOVT COST ESTIMATE OPTION III	1,605,186	805,255
CY 2006 TOTAL GOVT COST ESTIMATE OPTION IV	1,765,705	885,781
TOTAL CONTRACT PRICE FOR ALL YEARS	7,060,651	3,542,339

The maximum quantity is the total estimated quantity for each item as set forth in the Schedule and shall be obligated via individual orders whose combined total will be for **10,602,990** towels. The maximum quantity shall not be exceeded except as may be provided by formal modification to the contract.

GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD

The Government-wide Commercial purchase card is authorized for the orders placed under this requirement. Any authorized government purchase cardholder may place oral orders for any of the government activities in the regions covered under this contract. The purchase card transaction documents shall serve as a confirmation of the order.

ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (NAVSUP 5252.216-9402) (JAN 1999)

Oral orders may be placed provided the following conditions are complied with:

(a) No oral order will exceed \$100,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing order, an itemized listing of supplies or services furnished, unit price and extension of each item, and delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within ten (10) working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)(NAVSUP 5252.216-9403) (JAN 1992)

Written order (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order.
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions, if required.
- (g) Accounting and appropriation data.
- (h) Any other pertinent information.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **50 towels per week, per location**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **50,000 per week, per location**;

(2) Any order for a combination of items in excess of **50,000 per week, per location**; or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

(b) Due to the expense of providing all of the applicable wage determinations to the entire RFP mailing list, all prospective offerors interested in receiving the wage determinations must specifically request them, in writing, from the Contracting Officer.

The Contracting Officer's address and telefax number is:

Contracting Officer, Code 0213
 Telefax (215) 697-9569
 FISC Norfolk Detachment Philadelphia
 700 Robbins Ave., Building 2B
 Philadelphia, PA 19111-5083

(c) The prospective offerors may be provided copies of the Wage Determinations by specifying their request to the Contracting Officer in writing.

- (1) The most preferred method of providing the Wage Determinations to offerors will be via e-mail, so prospective offerors are to provide their e-mail addresses in their requests for the Wage Determinations. The Wage Determinations will be forwarded to the prospective offeror attached to an e-mail. The Wage Determinations will be in HTML format, which can be read utilizing various internet browsers.
- (2) Should the e-mail not be a workable method for a prospective offeror to receive the Wage Determinations, the prospective offeror may request the Wage Determinations to be sent via US mail. Unless hard copies are specifically requested, the Wage Determinations will be provided on discs in HTML (Hypertext Mark-up Language) format. This format can be read utilizing various Internet Browsers.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

<http://farsite.hill.af.mil/VFFARa.htm>

OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

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

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

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

STATEMENT OF EQUIVALENT RATES FOR FEDERAL WAGE RATES (FAR 52.222-42) (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

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Monetary Wage - Fringe Benefits

Assembler	WG-2
Washer, machine	WG-3
Truck Driver, light truck	WG-6

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

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

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant Interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

(a) Definitions.

As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award.

No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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SERVICE OF PROTEST (FAR 52.233-2) (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

FISC Norfolk Detachment Philadelphia
Attn: P. J. Proko, Contracting Officer
700 Robbins Ave., Building 2B
Philadelphia, PA 19111-5083

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

INDEPENDENT REVIEW OF AGENCY PROTESTS (FISC NORFOLK) (MAY 1999)

FAR 33.103 sets forth procedures for inexpensive, informal, procedurally simple and expeditious resolution of protests. Where appropriate and permitted by law, FISC Norfolk encourages the use of those techniques set forth in FAR 33.103 to resolve agency protests. Therefore, offerors may submit protests to the Contracting Officer, who is

P.J. Proko, 215-697-9620. Protests should comply with, and will be processed in accordance with the protest procedures set forth in FAR Part 33.103. As an alternative, offerors who protest may request FISC Norfolk to review the merits of the protest independent of the Contracting Officer who is conducting the source selection. FISC Norfolk Detachment Philadelphia Chief of the Contracting Office will conduct this independent review.

TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to:

C. Blair Collins Code: M077.A3
 Naval Inventory Control Point (NAVICP)
 5450 Carlisle Pike
 P O Box 2020
 Mechanicsburg PA 17055-0788
 Phone: 717-605-6856
 Fax: 717-605-7686

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall 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).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

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

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).

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

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

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

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

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

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

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

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

52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

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

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

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

(c) The Contractor shall 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:

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

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

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.).

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

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

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

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

(e) 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, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(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)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

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

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

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

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

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10.U.S.C. 10a-10d, E.O. 10582).

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAR 2000) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (10 U.S.C. 2631).

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

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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

